



REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, March 19, 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

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

A. Resolution No: 12-2024

Ordinance No: 1794

2. CONSENT AGENDA

A. Approval of Meeting Minutes dated March 5, 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. ABM Printer Contracts (Enc.)

Presented by: IT Director Meyer

Consideration to approve Contracts

B. Commercial and Residential Tolerance Level

Presented by: Assessor Hirschfeld

Consideration to approve

C. Gaming Site Authorization for Dunn County Fair Association (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

D. Gaming Site Authorization - Dickinson Charities(Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

E. Monthly Financial Report (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

4. PUBLIC WORKS

A. Houston Engineering Task Order - Engineering Services - Solid Waste Division (Enc.)

Presented by: Public Works Director Praus

Consideration to approve

B. Skidsteer Bid Approval (Enc.)

Presented by: Public Works Director Praus

Consideration to approve

C. Memorandum of Understanding - Dickinson Dam (Enc.)

Presented by: Public Works Director Praus

Consideration to approve MOU

D. Public Works Monthly Reports (Enc.)

Presented by: Public Works Director Praus

5. PUBLIC SAFETY - FIRE

6. PUBLIC SAFETY - POLICE

A. Monthly Police Report (Enc.)

Presented by: Police Chief Cianni

7. COMMUNITY DEVELOPMENT

A. Special Use Permit - Geo Chemicals, LLC (Enc.)

Presented by: City/County Planner Josephson

Consideration to approve Resolution

B. 2024 Road Maintenance Road Bid (Enc.)

Presented by: Engineering and Community Development Director Skluzacek

Consideration to approve bid

C. 2025 Road Maintenance Task Order (Enc.)

Presented by: Engineering and Community Development Director Skluzacek

Consideration to approve Task Order

D. Final Plat - Heart River Bottoms Final Plat (Enc.)

Presented by: Engineering and Community Development Director Skluzacek

Consideration to approve Resolution

E. Final Plat - South Cemetery Second Subdivision (Enc.)

Presented by: Engineering and Community Development Director Skluzacek

Consideration to approve Resolution

F. 2024 Watermain Replacement Bid Award (Enc.)

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

G. 2025 Watermain Replacement Task Order (Enc.)

Presented by: Engineering and Community Development Director Skluzacek
Consideration to approve Task Order

H. SRF Contract - 10th Avenue E - Museum to 21st Street East (Enc.)

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

I. Moore Engineering Contract - 10th Avenue East - Villard to Museum (Enc.)

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

J. North Industries Street/Storm SID (Enc.)

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

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

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

Presented by: City/County Planner Josephson
Consideration to approve first reading of Ordinance No. _____

B. Public Hearing - Rezone Request - Woodworth (Enc.)

Presented by: City/County Planner Josephson

Consideration to approve first reading of Ordinance No. _____

C. Public Hearing - Easement Vacation - State 9th Addition (Enc.)

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

**D. Public Hearing - Easement Vacation - Block 1, Highway Department Addition
(Enc.)**

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

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 4:30 pm on March 19

Teams Meeting: <http://tinyurl.com/CCM-03-19-2024-Teams>

Teams Meeting ID: 261 373 119 127 **Meeting Passcode:** Myku4u

Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 739 117 47#

Local Phone #: 701-456-7006

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

REGULAR MEETING

DICKINSON CITY COMMISSION

March 5, 2024

I. CALL TO ORDER

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

II. ROLL CALL

Present were: Vice President John Odermann, Commissioners Jason Fridrich, Suzi Sobolik and Robert Baer

Telephone: None

Absent: President Scott Decker

1. PLEDGE OF ALLEGIANCE

2. ORDER OF BUSINESS

MOTION BY: Robert Baer SECONDED BY: Suzi Sobolik

To approve the March 5, 2024 meeting as presented.

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

3. CONSENT AGENDA

MOTION BY: John Odermann SECONDED BY: Jason Fridrich

A. Approval of Meeting Minutes dated February 20, 2024.

B. Approval of Accounts Payable, Commerce Bank and Checkbook

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

4. ADMINISTRATION/FINANCE

A. 2023 Year-End Unaudited Financial Report

Deputy City Administrator Linda Carlson presents the 2023 Year-End Unaudited Financial Report. She states this report is in compliance with the ND Century Code. The general fund has been balanced out for 2023. The special revenue budget and the actual budget is pretty much in line. She states this does not include encumbrances or cash balance. The debt service budget is the community center and capital leases.

MOTION BY: Jason Fridrich SECONDED BY: Suzi Sobolik
To approve the Monthly Financial Report as presented.

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

B.2023 Year-End Encumbrances and Amendments

Deputy City Administrator Linda Carlson presents the 2023 year-end encumbrances report. She states there are no amendments for 2023 to 2024. She reviews the encumbrances such as building and codes; community development and engineering; technology, and museum.

MOTION BY: Suzi Sobolik SECONDED BY: Jason Fridrich
Adopt Resolution No. 08-2024.

RESOLUTION NO. 08-2024

A RESOLUTION APPROVING THE 2023 YEAR – END ENCUMBRANCES AND AMENDMENTS

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

C. Commission Retreat/Work Session

Commission Retreat/Work Session date set for April 25, 2024 from 9-2 p.m.

D. HR Monthly Report

HR Director Shelly Nameniuk updates the Commission on the monthly HR Report. She discusses open positions, positions that are in the interview stage and background stage.

5. PUBLIC WORKS

A. None

6. PUBLIC SAFETY

A. Fire Department

Reports:

1. Monthly Report

Fire Chief Jeremy Presnell updates the Commission on the monthly Fire Department report. He states there were 148 calls for service. February is normally a low number month. Chief Presnell states the largest number of calls are EMS calls. He states response times are slightly over the benchmark in both stations. The response times are still good. There were 418 company training hours and 715 total hours of training in February. There were 152 fire inspections and this is a fairly busy month. Chief Presnell states they have had donations from Marathon for disposable gear such as gloves, etc.

B. Police Department

Reports: None

7. COMMUNITY DEVELOPMENT SERVICES

A. Renaissance Zone Application

City Planner Steven Josephson presents a request for a Renaissance Zone Project at a property with at address of 446 18th Street West and legally described as Lots 4 & 5, Block 2, 2nd Replat of Prairie Hills 1st Addition Subdivision. This is the old supermarket from the mall off of 3rd Avenue West. There will be extensive renovations to this project. Once approved by the State the applicant can start renovations. This approval would allow the property owner to have the same assessed value for 5 years. He states both Planning and Zoning Commission and City Development staff recommend approval.

MOTION BY: Jason Fridrich
Adopt Resolution No. 09-2024.

SECONDED BY: Suzi Sobolik

RESOLUTION NO. 09-2024

**A RESOLUTION APPROVING A RENAISSANCE ZONE APPLICATION
BY MILLCO DICKINSON, LLC**

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

B. Final Plat – State 8th

City Planner Matthew Galibert presents a final plat for State 8th Addition. This final plat is Lots, 4, 5, and 6, Block 1 of State 8th Addition. The applicant seeks to re-plat the three existing commercial lots into eight lots. Three of the proposed lots would front onto Fairway Street and would accommodate commercial development. The remaining five lots would access 8th Street West. The proposed lots located on the north side of 8th Street West would be rezoned from Community Commercial (CC) to High Density Residential (R-3) with lots intended to accommodate 5-10 residential units with front yard lines along 8th Street W. This is 53,000 square feet across five lots. This plat was approved by Planning & Zoning. The applicant and the Park District Board have agreed to cash in lieu of dedication. This Community Commercial works well with residential. This would basically joining the residential neighborhood.

Commissioner Robert Baer states there is a lot to the East of that plat and why not rezone that area to be residential also as it seems to be an expansion of State Addition and make the whole area residential at the same time.

Commissioner Jason Fridrich states the corner lot has a different ownership and they would have to make the application to the city to rezone the area. He states Roers still own that last piece of property. Commissioner Fridrich is concerned of the access to the street.

MOTION BY: Jason Fridrich
Adopt Resolution No. 11-2024.

SECONDED BY: Suzi Sobolik

RESOLUTION NO. 11-2024
**A RESOLUTION APPROVING FINAL PLAT ENTITLED THE STATE
9TH ADDITION
STARK COUNTY, NORTH DAKOTA**

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

C. State 9th Addition Future Land Use Map Amendment

City Planner Matthew Galibert presents a Future Land Use Map for lots 4-8, State 9th Addition Subdivision. 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. 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.

MOTION BY: Suzi Sobolik
To approve second reading and final passage of Ordinance 1792.

SECONDED BY: Jason Fridrich

ORDINANCE NO. 1792
AN ORDINANCE AMENDING THE FUTURE LAND USE MAP

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

D.Rezone Request – State 9th Rezone from CC to R-3

City Planner Matthew Galibert presents a rezoning request for State 9th from Commercial to R3-High Density Residential. This rezoning would be to construct single family homes and duplexes. There would be 5 to 10 housing units. Planner Galibert states there was one public comment that expressed some concern with additional apartments in this area. This is the second reading with no changes from the first reading.

MOTION BY: Suzi Sobolik
To approve second reading and final passage of Ordinance 1793.

SECONDED BY: Robert Baer

ORDINANCE NO. 1793
**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 4, Nay 0, Absent 1
Motion declared duly passed

E. Task Order – Highlands Engineering - 5th Street SE Roadway Improvements

Engineer and Community Development Director Joshua Skluzacek presents a task order with Highlands Engineering for 5th Street SE from 3rd Avenue West to 6th avenue Southwest. The cost of this project will not exceed the hourly rate which is listed in the contract. Six proposals were received and Highlands Engineering scored the highest on this project. This project will be paid for using GPT funds. The project was initially

scoped and submitted to the NDDOT for federal highway administration financial aid. This would be an 80/20% share with the city.

MOTION BY: Jason Fridrich
 To approve the SRF Engineering Services contract.

SECONDED BY: Suzi Sobolik

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

F. SRF Engineering Services Contract – 9th Street West and 5th Avenue West

Engineer and Community Development Director Joshua Skluzacek presents a task order for the engineering services for 9th Street West and 5th Avenue West. This contract is not to exceed the amount listed in the contract. There were five proposals for this project. SRF Consulting Group had scored the highest and awarded the project.

MOTION BY: Suzi Sobolik
 To approve the SRF Engineering Services contract.

SECONDED BY: Jason Fridrich

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

G. Task Order – Apex Engineering

Engineer and Community Development Director Joshua Skluzacek states three bids were received for the 1st Street East – Sims Street to 4th Avenue East task order. He states this task order would be to perform engineering services for the above address. The total project cost is listed in the task order. The project will be paid out of the GPT. The scope of work would be project management, field surveying, field studies, etc. This is the first phase of the project for the future street repairs, lighting and storm water.

MOTION BY: Robert Baer
 To approve the Apex Engineering Task Order.

SECONDED BY: Suzi Sobolik

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

H. Sims Bid Award – BEK Consulting, LLC.

Engineer and Community Development Director Joshua Skluzacek presents the Sims Street Bid award. He states that this mill and overlay would be from 9th Street East to the southern right-of-way limit of 10th Avenue E. One bid was received totally \$5,337,824. This was 6% over the engineering estimate. The differences were noted to be general conditions and mobilization of bid items. The bid award is contingent upon final review of the State of ND Environmental Quality. This project is to be completed in the 2024 season.

MOTION BY: Suzi Sobolik
 To approve the award of the Sims Street Bid to BEK Consulting, LLC.

SECONDED BY: Robert Baer

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

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

A. Heart Saver Hero Award

Emergency Manager Alayne Decker presents a Heart Saver Hero Award. She states on December 18, 2023 a contractor at the West River Ice Center encountered a sudden medical emergency. Without delay, Steve Wiesing sprang into action, promptly administering CPR until the first responders arrived. Thanks to his rapid intervention Mr. Wiesing heroically saved a life. Ms. Decker states that in recognition of advancing the mission of the American Heart Association and Emergency Cardiovascular Care through a courage's act in an effort to save a life, Steve Wiesing is being awarded the AHA Heartsaver Hero Award.

Mr. Cory Hammond, whose life was saved, presented the award to Mr. Steve Wiesing.

B. Public Hearing – Right-of-Way Vacation – Baker Boy

City Planner Matthew Galibert presents a right-of-way Vacation for Baker Boy. This request to vacate the remainder of a dedicated right-of-way legally described as dedicated public right-of-way along all of Lot 7, West 100’ of Lot 6, & West 100’ of Lot 8, Block 2, A Replat of Dickinson Industries Subdivision, in the W1/2 of Section 7, Township 139 North, Range 96 West, Stark County, North Dakota. The purpose for this request is to further improve operations as the applicant deems fit at the Baker Boy industrial facility.

MOTION BY: Jason Fridrich
Adopt Resolution No. 10-2024.

SECONDED BY: Suzi Sobolik

RESOLUTION NO. 10-2024
**A RESOLUTION APPROVING VACATION OF A STREET WITHIN THE
EXTRATERRITORIAL ZONE OF THE CITY OF DICKINSON, NORTH
DAKOTA**

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

C. Public Comments not on Agenda
None

9. COMMISSION

Commissioner Robert Baer invites the public to attend a meet and greet the Commissioners on April 2, 2024 at 8:00 a.m. Coffee and donuts will be served. He also states he will not be at the next Commission Meeting as he will be at the NDLC Conference.

ADJOURNMENT

MOTION BY: Jason Fridrich
Adjournment of the meeting was at 5:35 P.M.

SECONDED BY: Suzi Sobolik

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

OFFICIAL MINUTES PREPARED BY:

Rita Binstock, Assistant to City Administrator

APPROVED BY:

Dustin Dassinger, City Administrator

Scott Decker, President
Board of City Commissioners

Date: _____ March 19, 2024



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 *00000000
 LINDA CARLSON
 38 1ST ST W
 DICKINSON ND 58601-510638

Account ID
 Account Number
 Payment Due Date MAR 18, 2024
 Amount Due \$30,343.50
 Current Balance \$30,343.50

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 003034350003034350

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
				\$14,822.45
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-04	03-04		AUTO PAYMENT - THANK YOU!	\$14,822.45CR

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	
			Previous Balance	\$14,822.45
	Account Number		Purchases & Other Charges	\$31,028.71
		Cash Advances	\$0.00	
	Statement Date	Payment Due Date	Cash Advance Fees	\$0.00
	MAR 11, 2024	MAR 18, 2024	Late Charges	\$0.00
	Credit Limit	Available Credit	Finance Charges	\$0.00
	\$120,000.00	\$89,656.50	Credits	\$685.21
	Amount Due	Disputed Amount	Payments	\$14,822.45
	\$30,343.50	\$0.00	New Balance	\$30,343.50
Send Billing Inquiries To: COMMERCE BANK PO BOX 414084 KANSAS CITY MO 64141				

Statement Date	MAR 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	MAR 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$30,343.50
Available Credit	\$89,656.50	New Balance	\$30,343.50
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
LEONARD SCHWINDT		\$41.00	\$0.00	\$0.00	\$41.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-05	03-04	24692164064100457265039	PSVJ *JPMC FEE 800-420-1663 NC	1.00	
03-05	03-04	24692164064100461299495	NDSTATE PLUMBING BOARD 701-328-9977 ND	40.00	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
FIRE DEPARTMENT		\$1,496.43	\$0.00	\$0.00	\$1,496.43
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
02-29	02-28	24204294059001617650032	Subway 11024 Dickinson ND	165.07	
02-29	02-28	24692164059105873688877	AMZN Mktp US*RZ22K0W00 Amzn.com/billWA	25.02	
02-29	02-28	24692164059105979566894	IN *ULTRA BRIGHT LIGHTZ 888-5625125 NY	823.23	
02-29	02-28	24692164059105979566902	IN *ULTRA BRIGHT LIGHTZ 888-5625125 NY	51.77	
02-29	02-28	24692164059105979566910	IN *ULTRA BRIGHT LIGHTZ 888-5625125 NY	34.20	
03-01	02-29	24692164060106593997199	AMZN Mktp US*RZ8J11022 Amzn.com/billWA	109.20	
03-01	02-29	24692164060106600172067	AMZN Mktp US*RW1Q63951 Amzn.com/billWA	109.20	
03-01	02-29	24755424060280601640695	DONUT HOLE DICKINSON ND	61.16	
03-04	03-01	24164074061741665729788	FEDEX775311732339 800-4633339 TN	11.45	
03-04	03-01	24692164061107795833082	AMZN Mktp US*RZ8Y29FG1 Amzn.com/billWA	31.14	
03-04	03-01	24692164061107795848692	AMZN Mktp US*RZ7129FE1 Amzn.com/billWA	22.99	
03-06	03-05	24492154065719511020205	BADGEANDWALLET.COM 914-236-1260 NY	52.00	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
FIRE DEPARTMENT 2		\$138.99	\$0.00	\$0.00	\$138.99
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
02-28	02-27	24239004058900010340674	BANNER FIRE ECOMMERCE 618-2514200 IL	112.98	
02-28	02-27	24000974058178602208929	THE UPS STORE 4954 209-7775558 ND	26.01	

Statement Date	MAR 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	MAR 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$30,343.50
Available Credit	\$89,656.50	New Balance	\$30,343.50
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY

RITA BINSTOCK

PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
\$3,816.62	\$0.00	\$326.27	\$3,490.35

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-27	02-26	24011344058000006584239	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	64.57
02-27	02-26	24011344058000006718522	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	37.67
02-27	02-26	24011344058000006802516	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	38.56
02-27	02-26	24011344058000006844781	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	369.48
02-27	02-27	24011344058000006903181	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	804.43
02-29	02-29	24138294060084019515209	LANDS END BUS OUTFITTERS 800-332-4700 WI	37.71
03-01	02-29	24011344060000060054604	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	824.16
03-07	03-05	24207854066172901120757	EMBASSY SUITES BY HILTON 202-8573388 DC	200.00
CHECK IN DATE:03-05-24 CONFIRMATION #:1152440				
03-07	03-05	24207854066172901120849	EMBASSY SUITES BY HILTON 202-8573388 DC	189.59
CHECK IN DATE:03-05-24 CONFIRMATION #:1152440				
03-07	03-06	24011344066000052192564	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	51.68
03-11	03-08	24207854066178901264477	EMBASSY SUITES BY HILTON 202-8573388 DC	1,168.77
CHECK IN DATE:03-06-24 CONFIRMATION #:1152440				
03-11	03-09	24011344069000027973350	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	5.88CR
03-11	03-09	24011344069000027967469	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	9.85CR
03-11	03-09	2401134407000000296230	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	56.36CR
03-11	03-09	2401134407000000294979	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	122.71CR
03-11	03-09	2401134407000000303135	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	5.75CR
03-11	03-09	24011344070000003093196	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	125.72CR
03-11	03-10	24692164070105335614987	NDRIN-ND LAND RECORDS 701-364-1280 ND	30.00

CARDHOLDER ACTIVITY

FINANCE DEPARTMENT

PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
\$281.15	\$0.00	\$0.00	\$281.15

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-05	03-04	24492154065207733605177	PAYFLOW/PAYPAL PAYFLOW-SUPPONE	281.15

Statement Date	MAR 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	MAR 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$30,343.50
Available Credit	\$89,656.50	New Balance	\$30,343.50
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY				
JADE PRAUS				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$107.26	\$0.00	\$0.00	\$107.26
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-04	03-01	24692164061107609146911	AMZN Mktp US*RZ5F23MR2 Amzn.com/billWA	24.93
03-05	03-04	24692164064100310370109	AMZN Mktp US*RZ0996571 Amzn.com/billWA	82.33

CARDHOLDER ACTIVITY				
AYLENE KOVASH				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$25.36	\$0.00	\$0.00	\$25.36
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-11	03-08	24226384069091005585099	WAL-MART #1567 DICKINSON ND	25.36

CARDHOLDER ACTIVITY				
GRANT CARLSON				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$786.88	\$0.00	\$0.00	\$786.88
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-27	02-26	24011344057000032292568	AMAZON RET* GPC-D-2222 WWW.AMAZON.COWA	68.20
03-04	03-01	24692164061107790253518	AMZN Mktp US*RN76Z4T90 Amzn.com/billWA	18.96
03-04	03-02	24692164062108677732391	Amazon.com*RN31Q0120 Amzn.com/billWA	554.70
03-06	03-06	24692164066101437405586	Amazon.com*RN3VM9N82 Amzn.com/billWA	145.02

CARDHOLDER ACTIVITY				
NDA CARLSON				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$599.00	\$0.00	\$0.00	\$599.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-07	03-05	24687204066030021868597	FEDERAL PROCESSING REGIST727-601-0294 FL	599.00

Statement Date	MAR 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	MAR 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$30,343.50
Available Credit	\$89,656.50	New Balance	\$30,343.50
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
MICHAEL HANEL		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$311.00	\$0.00	\$0.00	\$311.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-04	03-04	24011344064000021328010	BUZZSPROUT* INVOICE 60 WWW.BUZZSPROUFL	12.00	
03-05	03-04	24692164064100290292984	SQ *FINE DETAILS - AUTO Sgosq.com ND	299.00	

CARDHOLDER ACTIVITY					
ANIMAL SHELTER		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$498.01	\$0.00	\$0.00	\$498.01
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
02-27	02-26	24270744057900010285442	STATE AVENUE VET CLINIC 701-4833181 ND	411.69	
03-11	03-10	24692164070104911898643	CHEWY.COM 800-672-4399 FL	86.32	

CARDHOLDER ACTIVITY					
MUSEUM		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$149.75	\$0.00	\$0.00	\$149.75
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
02-28	02-28	24692164059105410590578	SQ *LOOSE-NECK LAND INC. 877-417-4551 FL	149.75	

CARDHOLDER ACTIVITY					
ROBERT FUHRMAN		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$137.14	\$0.00	\$0.00	\$137.14
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-06	03-05	24231684065747001950575	CONSOLIDATED TELCOM 701-483-4000 ND	8.04	
03-08	03-07	24011344067000060562492	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	15.96	
03-08	03-07	24492164068000002746574	STORIED/NEWSPAPERARCH HTTPSSTORIED.UT	24.14	
03-08	03-08	24011344068000024625624	SHOPIFY* 220598783 HTTPSSHOPIFY.IL	89.00	

Statement Date	MAR 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	MAR 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$30,343.50
Available Credit	\$89,656.50	New Balance	\$30,343.50
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
ARON PRAUS		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$1,192.00	\$0.00	\$0.00	\$1,192.00
Post Date	Tran Date	Reference Number	Transaction Description		Amount
02-27	02-26	24492164057000049183610	WWW.APWA.NET WWW.APWA.NET MO		1,192.00

CARDHOLDER ACTIVITY					
PURCHASING DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$8,664.47	\$0.00	\$0.00	\$8,664.47
Post Date	Tran Date	Reference Number	Transaction Description		Amount
02-27	02-26	24692164057104282541936	AMZN Mktp US*RW9CE9R42 Amzn.com/billWA		130.18
02-28	02-27	24431064058083705661827	AMAZON.COM*RZ09092A0 SEATTLE WA		757.61
03-01	02-29	24692164060106564920055	AMZN Mktp US*RN3LB9FH0 Amzn.com/billWA		4,742.20
03-04	03-01	24692164061107704562897	AMZN Mktp US*RZ4NR3O11 Amzn.com/billWA		102.00
03-04	03-01	24692164061107899854877	AMZN Mktp US*RN8RW0TB0 Amzn.com/billWA		10.45
03-04	03-01	24108384062400764000234	SHOPLET.COM clover.com FL		54.32
03-04	03-02	24692164062108081640719	AMZN Mktp US*RN7717A20 Amzn.com/billWA		17.25
03-04	03-02	24692164062108172095229	AMZN Mktp US*RN6XM6A10 Amzn.com/billWA		97.99
03-05	03-04	24692164064100369648397	AMZN Mktp US*RN4D36600 Amzn.com/billWA		72.91
03-06	03-05	24692164065101264702882	AMZN Mktp US*RN9YJ1ZT2 Amzn.com/billWA		1,493.81
03-08	03-07	24692164067102774759303	AMZN Mktp US*RN1367XP2 Amzn.com/billWA		594.00
03-08	03-07	24692164067102826936073	AMZN Mktp US*RZ62M6YK1 Amzn.com/billWA		223.04
03-11	03-08	24692164068103288272139	Amazon.com*RN03505H2 Amzn.com/billWA		124.95
03-11	03-08	24692164068103751261957	AMZN Mktp US*R657P8AY0 Amzn.com/billWA		12.15
03-11	03-08	24108384069400761000248	SHOPLET.COM clover.com FL		56.77
03-11	03-09	24692164069103956752148	AMZN Mktp US*RN9W216F2 Amzn.com/billWA		36.16
03-11	03-09	24692164069103818514363	AMZN Mktp US*RN4OX2ZB1 Amzn.com/billWA		75.00
03-11	03-09	24692164069104235399776	AMZN Mktp US*RN8AM23B1 Amzn.com/billWA		55.69
03-11	03-09	24431064069083740340483	AMAZON.COM*R663L2000 SEATTLE WA		7.99

CARDHOLDER ACTIVITY					
LORETTA MARSHIK		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$1.00	\$0.00	\$0.00	\$1.00
Post Date	Tran Date	Reference Number	Transaction Description		Amount
02-28	02-27	24692164058105216189857	NDRIN *ND RECRDS COPY 701-364-1280 ND		1.00

Statement Date	MAR 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	MAR 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$30,343.50
Available Credit	\$89,656.50	New Balance	\$30,343.50
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY

STREET DEPARTMENT	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$1,402.56	\$0.00	\$0.00	\$1,402.56

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-01	02-29	24055234060962627794941	TRAVEL GUARD GROUP INC 877-934-8308 WI	82.92
03-04	02-29	24692164061107553418910	UNITED 0162368708326UNITED.COM TX	637.82
NM:HIRNING/SCOTTWAYNE TKT:0162368708326 OARP:DIK SVC:Q DARP:DEN FR:QAA4AD DEP:04-27-24 OARP:DEN SVC:Q DARP:MCI FR:QAA4AD DEP:04-27-24 OARP:MCI SVC:TX DARP:DEN FR:TFA0AD DEP:04-27-24 OARP:DEN SVC:TO DARP:DIK FR:TFA0AD DEP:04-27-24				
03-04	02-29	24692164061107553418928	UNITED 0162368708327UNITED.COM TX	637.82
NM:BRUNER/ERICBENJAMIN TKT:0162368708327 OARP:DIK SVC:Q DARP:DEN FR:QAA4AD DEP:04-27-24 OARP:DEN SVC:Q DARP:MCI FR:QAA4AD DEP:04-27-24 OARP:MCI SVC:TX DARP:DEN FR:TFA0AD DEP:04-27-24 OARP:DEN SVC:TO DARP:DIK FR:TFA0AD DEP:04-27-24				
03-04	02-29	24692164061107553946811	UNITED 0164280300044UNITED.COM TX	22.00
03-04	02-29	24692164061107553946829	UNITED 0164280300045UNITED.COM TX	22.00

CARDHOLDER ACTIVITY

AVID WILKIE	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$18.40	\$0.00	\$0.00	\$18.40

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-06	03-05	24137464066001448678279	USPS KIOSK 3724009550 DICKINSON ND	18.40

CARDHOLDER ACTIVITY

RAVIS LEINTZ	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$710.64	\$0.00	\$0.00	\$710.64

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-08	03-07	24435654068200087700088	TRITECH FORENSICS 910-457-6600 NC	671.64
03-08	03-07	24435654068200087700096	TRITECH FORENSICS 910-457-6600 NC	39.00



Statement Date	MAR 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	MAR 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$30,343.50
Available Credit	\$89,656.50	New Balance	\$30,343.50
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
POLICE DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$173.97	\$0.00	\$0.00	\$173.97
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-11	03-08	24435654068762196622826	GALLS 859-266-7227 KY	173.97	

CARDHOLDER ACTIVITY					
ACHEL SHUMAKER		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$1,364.38	\$0.00	\$0.00	\$1,364.38
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
02-29	02-28	24692164059105919329866	AMZN Mktp US*RZ5C40JY2 Amzn.com/billWA	54.38	
03-04	02-29	24207854061166401836404	RECYCLING ASSOCIATION OF 651-6414589 MN	530.00	
03-07	03-06	24037244066900019623548	QUALITY QUICK PRINT 877-8144102 ND	750.00	
03-08	03-08	24055224068206608500023	CITY OF DICKINSON ANIMAL 701-456-7744 ND	30.00	

CARDHOLDER ACTIVITY					
SCOTT HIRNING		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$1,210.00	\$0.00	\$0.00	\$1,210.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
02-29	02-28	24431064060200618700148	APWA - SNOW REGISTRATION 816-595-5279 MO	605.00	
02-29	02-28	24431064060200618700189	APWA - SNOW REGISTRATION 816-595-5279 MO	605.00	

CARDHOLDER ACTIVITY					
OSHUA SKLUZACEK		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$732.18	\$0.00	\$0.00	\$732.18
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-07	03-05	24198804066409299534348	PAYPAL *PARADIGMALL 4029357733 CA	695.00	
03-08	03-06	24428064067100267246815	BLAZE PIZZA - 1384 BISMARCK ND	37.18	

Statement Date	MAR 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	MAR 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$30,343.50
Available Credit	\$89,656.50	New Balance	\$30,343.50
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
JOEL WALTERS		\$421.20	\$0.00	\$0.00	\$421.20
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
02-27	02-26	24492154057745090493455	EB 2024 NORTH DAKOTA 801-413-7200 CA	400.00	
03-05	03-04	74377994064409336312764	WONDERSHARE.COM HONG KONG	20.99	
03-05	03-05	74377994064409336312764	INTERNATIONAL SERVICE FEE	0.21	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
DRIAN KREBS		\$28.50	\$0.00	\$0.00	\$28.50
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-07	03-05	24801974066726382486692	DICKINSON MOTOR VEHICLE DICKINSON ND	25.50	
03-07	03-06	24801974066726712486727	MUNICIPAY*SERVICE FEE 877-590-5097 ME	3.00	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
RACHEL WALDO		\$520.69	\$0.00	\$0.00	\$520.69
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-05	03-04	24692164064100405671981	AMZN Mktp US*RN3NI7610 Amzn.com/billWA	24.95	
03-06	03-05	24011344065000055531645	CANVA* I04081-76333596 HTTPSCANVA.CODE	21.00	
03-07	03-06	24226384067091003741456	WAL-MART #1567 DICKINSON ND	58.01	
03-11	03-08	24692164068103571902087	AMZN Mktp US*RN8QH3B32 Amzn.com/billWA	416.73	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
ARON MEYER		\$6,132.62	\$0.00	\$358.94	\$5,773.68
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
02-27	02-26	24692164057104327752589	AMZN Mktp US*RW27I0RJ2 Amzn.com/billWA	1,207.25	
02-27	02-26	74692164057104217071780	AMZN Mktp US Amzn.com/billWA	358.94CR	
02-28	02-27	24692164058104930815434	AMZN Mktp US*RZ6QM5O42 Amzn.com/billWA	352.80	
02-29	02-28	24399004059503581896622	BESTBUYCOM806921765633 888BESTBUY MN	544.00	

Statement Date	MAR 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	MAR 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$30,343.50
Available Credit	\$89,656.50	New Balance	\$30,343.50
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
ARON MEYER					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$6,132.62	\$0.00	\$358.94	\$5,773.68
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-04	03-01	24011344061000069153513	WASABI TECHNOLOGIES WWW.WASABI.COMA	278.58	
03-04	03-03	24430994064400909176199	DNH*GODADDY.COM https://www.gAZ	199.98	
03-06	03-05	24011344065000039539664	WWW.UI.COM WWW.UI.COM NY	212.00	
03-06	03-05	24430994066400901098092	DNH*GODADDY.COM https://www.gAZ	1,799.96	
03-07	03-06	24399004066503581690646	BESTBUYCOM806923546901 888BESTBUY MN	549.00	
03-08	03-07	24692164067102348014425	Amazon.com*RN8172172 Amzn.com/billWA	296.55	
03-08	03-07	24116414067067903553082	PAYPAL *DATAPRO 206-782-5259 WA	33.95	
03-11	03-08	24692164068103390310694	AMZN Mktp US*R61KJ2380 Amzn.com/billWA	497.00	
03-11	03-08	24692164068103391198882	AMZN Mktp US*RN5IB2H32 Amzn.com/billWA	111.57	
03-11	03-08	24431064068083353879265	AMAZON.COM*RN6V63FX1 SEATTLE WA	49.98	

CARDHOLDER ACTIVITY					
JAYDA BORAH					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$14.95	\$0.00	\$0.00	\$14.95
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
02-27	02-26	24204294057000209589071	FACEBK 8JTEPKX762 650-5434800 CA	14.95	

CARDHOLDER ACTIVITY					
JIN ANGUIANO					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$52.56	\$0.00	\$0.00	\$52.56
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-06	03-05	24692164065101185263816	AMZN Mktp US*RN2H397Z0 Amzn.com/billWA	15.80	
03-07	03-06	24692164066101899591956	AMZN Mktp US*RN8ER3TQ2 Amzn.com/billWA	36.76	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
 Payables Management

Section 2. Item B.

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

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

Print Option: DETAIL
 Age By: Document Date
 Aging Date: 3/13/2024

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: 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					
	61071	INV	2/29/2024	2/29/2024	\$272.00	CREDIT BUREAU CHECKS		\$272.00				
							Due					
Voucher(s): 1							Aged Totals:	\$272.00	\$272.00	\$0.00	\$0.00	\$0.00

Vendor ID: 4206		Name: AED EVERYWHERE					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					
	27093	INV	2/29/2024	2/29/2024	\$556.00	ZOLL AED PLUS BATTERIES, I		\$556.00				
							Due					
Voucher(s): 1							Aged Totals:	\$556.00	\$556.00	\$0.00	\$0.00	\$0.00

Vendor ID: 5115		Name: ALLSTATE PETERBILT OF DICKINSON					Class ID:		FED TAX CLAS:			
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	4604186971	INV	2/29/2024	2/29/2024	\$43.77	9 LED STRB/TRN SIGNAL RND		\$43.77				
							Due					
Voucher(s): 1							Aged Totals:	\$43.77	\$43.77	\$0.00	\$0.00	\$0.00

Vendor ID: 9771		Name: AMAZON CAPITAL SERVICES					Class ID:		FED TAX CLAS:		C CORP	
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	1GPC-LG3P-9DH9	INV	3/6/2024	3/6/2024	\$330.49	DIP		\$330.49				
							Due					
Voucher(s): 1							Aged Totals:	\$330.49	\$330.49	\$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					
	202308 22-107-0185	INV	3/5/2024	3/5/2024	\$15,988.58	202308 SUNDANCE COVE LIGI		\$15,988.58				
							Due					
Voucher(s): 1							Aged Totals:	\$15,988.58	\$15,988.58	\$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				
	2550261682	INV	1/1/2024	1/1/2024	\$23.21	MATS				\$23.21	
	2550290524	INV	2/28/2024	2/28/2024	\$30.13	MAT		\$30.13			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

2550290564	INV	2/28/2024	2/28/2024	\$52.38	MATS	\$52.38
2550290587	INV	2/28/2024	2/28/2024	\$38.28	MATS	\$38.28
2550290609	INV	2/28/2024	2/28/2024	\$58.21	MATS	\$58.21
2550290611	INV	2/28/2024	2/28/2024	\$78.96	UNIFORM CLEANING	\$78.96
2550290612	INV	2/28/2024	2/28/2024	\$100.15	MATS	\$100.15
2550290613	INV	2/28/2024	2/28/2024	\$45.03	MATS	\$45.03
2550291404	INV	2/29/2024	2/29/2024	\$25.59	MATS	\$25.59
2550291432	INV	2/29/2024	2/29/2024	\$72.08	MATS	\$72.08
2550293639	INV	3/6/2024	3/6/2024	\$78.96	UNIFORM CLEANING	\$78.96
2550293640	INV	3/6/2024	3/6/2024	\$151.97	MATS	\$151.97
2550293641	INV	3/6/2024	3/6/2024	\$45.03	MATS	\$45.03

Voucher(s): 13				Aged Totals:		Due				
				\$799.98	\$776.77	\$0.00	\$23.21	\$0.00		

Vendor ID: 6032 **Name:** AUTO VALUE, APH STORE **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
416094653	INV	2/28/2024	2/28/2024	\$144.91	WASH BAY SUPPLIES		\$144.91				

Voucher(s): 1				Aged Totals:		Due				
				\$144.91	\$144.91	\$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
2038100289	INV	2/14/2024	2/14/2024	\$739.51	DIP CH		\$739.51				
2038124540	INV	2/26/2024	2/26/2024	\$5.75	DIP CH		\$5.75				
2038124652	INV	2/26/2024	2/26/2024	\$33.87	DIP CH		\$33.87				
2038128440	INV	2/27/2024	2/27/2024	\$5.44	DIP CH		\$5.44				
2038128444	INV	2/27/2024	2/27/2024	\$34.26	DIP		\$34.26				
2038135140	INV	2/29/2024	2/29/2024	\$380.66	BC		\$380.66				
2038135143	INV	2/29/2024	2/29/2024	\$544.91	DIP		\$544.91				
2038138861	INV	3/4/2024	3/4/2024	\$712.54	DIP CH		\$712.54				

Voucher(s): 8				Aged Totals:		Due				
				\$2,456.94	\$2,456.94	\$0.00	\$0.00	\$0.00		

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Vendor ID: 4637		Name: BEAVERBUILT METAL FABRICATION					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5995	INV	3/11/2024	3/11/2024	\$14,704.00	ROLL OFF CONTAINER		\$14,704.00			
							Due				
Voucher(s): 1		Aged Totals:					\$14,704.00	\$14,704.00	\$0.00	\$0.00	\$0.00
Vendor ID: 817		Name: BECKER, DANA					Class ID:		FED TAX CLAS: EMPLOYEE		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	HEALTH INS PREMIU	INV	3/10/2024	3/10/2024	\$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: 4670		Name: BEK CONSULTING					Class ID: 1099		FED TAX CLAS: LLC		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6442	INV	2/12/2024	2/12/2024	\$6,565.41	EXTRA WORK FORM 1		\$6,565.41			
	6443	INV	2/21/2024	2/21/2024	\$4,066.00	EXTRA WORK FORM 1		\$4,066.00			
							Due				
Voucher(s): 2		Aged Totals:					\$10,631.41	\$10,631.41	\$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
	86806	INV	3/5/2024	3/5/2024	\$882.00	SURGE PROTECTIVE DEVICE		\$882.00			
	86836	INV	3/6/2024	3/6/2024	\$703.69	TROUBLESHOOT 2 STREET LI		\$703.69			
	86837	INV	3/6/2024	3/6/2024	\$272.00	TROUBLESHOOT FLICKERING		\$272.00			
							Due				
Voucher(s): 3		Aged Totals:					\$1,857.69	\$1,857.69	\$0.00	\$0.00	\$0.00
Vendor ID: 5889		Name: BIBLIOTHECA, LLC					Class ID:		FED TAX CLAS: LLC AS 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
	US73744	INV	2/29/2024	2/29/2024	\$4,594.77	BOOKS FOR LIBRARY		\$4,594.77			
							Due				
Voucher(s): 1		Aged Totals:					\$4,594.77	\$4,594.77	\$0.00	\$0.00	\$0.00
Vendor ID: 3453		Name: BIERSCHBACH EQUIP & 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
	0688869	INV	2/14/2024	2/14/2024	\$100.50	SDS MAX HIGH IMPACT		\$100.50			
							Due				
Voucher(s): 1		Aged Totals:					\$100.50	\$100.50	\$0.00	\$0.00	\$0.00
Vendor ID: 5996		Name: BIG HORN TIRE, INC					Class ID:		FED TAX CLAS: S CORP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over

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19179	INV	2/23/2024	2/23/2024	\$319.00	FLAT REPAIR ON UNIT #R8	\$319.00
19185	INV	2/23/2024	2/23/2024	\$82.00	FIXED FLAT ON UNIT #R64	\$82.00
19186	INV	2/23/2024	2/23/2024	\$42.00	FLAT REPAIR ON UNIT #R8	\$42.00
19205	INV	2/29/2024	2/29/2024	\$250.00	FEB FLEET SURVEY	\$250.00
19221	INV	3/5/2024	3/5/2024	\$169.00	FLAT REPAIR UNIT #R65	\$169.00

Voucher(s): 5				Aged Totals:		Due					
						\$862.00	\$862.00	\$0.00	\$0.00	\$0.00	

Vendor ID: 5967 **Name:** BIOREM ENVIROMENTAL 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
	BEL-INV102238	INV	3/4/2024	3/4/2024	\$3,430.00	MYTILUS NUTRIENT		\$3,430.00			

Voucher(s): 1				Aged Totals:		Due					
						\$3,430.00	\$3,430.00	\$0.00	\$0.00	\$0.00	

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
	101914	INV	3/1/2024	3/1/2024	\$129.50	5/8" RECEIVER BAR PIN, HITC		\$129.50			

Voucher(s): 1				Aged Totals:		Due					
						\$129.50	\$129.50	\$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
	34474	INV	2/29/2024	2/29/2024	\$19.90	2 5 GAL SPRING WATERS		\$19.90			
	36913	INV	3/7/2024	3/7/2024	\$29.85	3 5 GAL SPRING WATERS		\$29.85			

Voucher(s): 2				Aged Totals:		Due					
						\$49.75	\$49.75	\$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
	16155	INV	2/21/2024	2/21/2024	\$1,616.00	INCREASE BLANKET B		\$1,616.00			
	16156	INV	2/21/2024	2/21/2024	\$42.00	INCREASE BLANKET B LIMIT		\$42.00			

Voucher(s): 2				Aged Totals:		Due					
						\$1,658.00	\$1,658.00	\$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	3/14/2024	3/14/2024	\$368.97	OPEB HLTH BENEFIT		\$368.97			

Voucher(s): 1				Aged Totals:		Due					
						\$368.97	\$368.97	\$0.00	\$0.00	\$0.00	

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Vendor ID: 96		Name: BUTLER MACHINERY CO					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	09PS0354408	INV	2/22/2024	2/22/2024	\$1,799.41	EDGE CUTT, END EDGE, BOL		\$1,799.41				
	09PS0355159	INV	3/6/2024	3/6/2024	\$41.61	25 BOLTS		\$41.61				
							Due					
Voucher(s): 2		Aged Totals:						\$1,841.02	\$1,841.02	\$0.00	\$0.00	\$0.00
Vendor ID: 9721		Name: CAPITAL INDUSTRIES LLC/CAP-IT-ALL					Class ID: 1099		FED TAX CLAS: LLC			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	7167	INV	2/29/2024	2/29/2024	\$137.50	MENDING FOR POLICE DEPT		\$137.50				
							Due					
Voucher(s): 1		Aged Totals:						\$137.50	\$137.50	\$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	
	84002568	INV	3/5/2024	3/5/2024	\$136.45	DIP		\$136.45				
							Due					
Voucher(s): 1		Aged Totals:						\$136.45	\$136.45	\$0.00	\$0.00	\$0.00
Vendor ID: 1859		Name: CHI ST ALEXIUS MEDICAL CENTER					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	
	22844	INV	3/4/2024	3/4/2024	\$978.87	201 EAP QUARTERLY SERVIC		\$978.87				
							Due					
Voucher(s): 1		Aged Totals:						\$978.87	\$978.87	\$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	
	2179383	INV	3/4/2024	3/4/2024	\$431.00	CF-1 CRYPT FRONT		\$431.00				
	851404	INV	3/8/2024	3/8/2024	\$135.00	937 SPLIT SCROLL		\$135.00				
							Due					
Voucher(s): 2		Aged Totals:						\$566.00	\$566.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6302		Name: COLLABORATIVE SUMMER LIBRARY PROGRAM					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	
	WOO296307	INV	1/26/2024	1/26/2024	\$221.32	STAFF SRP SHIRTS			\$221.32			
							Due					
Voucher(s): 1		Aged Totals:						\$221.32	\$0.00	\$221.32	\$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	
	3027600 030124	INV	3/1/2024	3/1/2024	\$60.90	MONTHLY PHONE BILLING		\$60.90				

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423500 030124 INV 3/1/2024 3/1/2024 \$147.85 MONTHLY PHONE BILLING \$147.85

						Due					
Voucher(s): 2						Aged Totals:	\$208.75	\$208.75	\$0.00	\$0.00	\$0.00

Vendor ID: 6157 **Name:** CORE & MAIN LP **Class ID:** 1099 **FED TAX CLAS:** PARTNERSHIP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	U379018	INV	2/15/2024	2/15/2024	\$778.32	STR CPLG PEPXFNT		\$778.32			

						Due					
Voucher(s): 1						Aged Totals:	\$778.32	\$778.32	\$0.00	\$0.00	\$0.00

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-17221	INV	2/7/2024	2/7/2024	\$972.51	CITY HALL GENERATOR			\$972.51		

						Due					
Voucher(s): 1						Aged Totals:	\$972.51	\$0.00	\$972.51	\$0.00	\$0.00

Vendor ID: 9751 **Name:** CUSTOM PAINTING/SHARON ANTON **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
	678910	INV	3/7/2024	3/7/2024	\$2,717.55	WORK DONE @ FARM HOUSE		\$2,717.55			
	678916	INV	3/7/2024	3/7/2024	\$1,774.05	WORK DONE @ EQUIP BUILD		\$1,774.05			

						Due					
Voucher(s): 2						Aged Totals:	\$4,491.60	\$4,491.60	\$0.00	\$0.00	\$0.00

Vendor ID: 142 **Name:** DACOTAH PAPER CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	49927	INV	2/26/2024	2/26/2024	\$66.31	CLEANING SUPPLIES		\$66.31			

						Due					
Voucher(s): 1						Aged Totals:	\$66.31	\$66.31	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1243	INV	2/1/2024	2/1/2024	\$654.15	JANUARY INSERTS 5100K			\$654.15		
	1244	INV	2/1/2024	2/1/2024	\$1,997.77	01/20/24 STATEMENTS, FOLD,			\$1,997.77		
	1240	INV	2/9/2024	2/9/2024	\$1,759.07	1/30/24 STATEMENTS, FOLD,IF			\$1,759.07		

						Due					
Voucher(s): 3						Aged Totals:	\$4,410.99	\$0.00	\$4,410.99	\$0.00	\$0.00

Vendor ID: 5070 **Name:** DECKER, SCOTT J **Class ID:** **FED TAX CLAS:** EMPLOYEE/COMMISIONER

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SD 031224	INV	3/12/2024	3/12/2024	\$285.02	REIMBURSEMENT FOR TRAVI		\$285.02			

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Voucher(s): 1						Aged Totals:		Due			
						\$285.02	\$285.02	\$0.00	\$0.00	\$0.00	

Vendor ID: 9828 **Name:** DIAMOND TRUCK EQUIPMENT LLC **Class ID:** 1099 **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50529	INV	3/5/2024	3/5/2024	\$154.80	2-VALVE SOLENOIDS		\$154.80			

Voucher(s): 1						Aged Totals:		Due			
						\$154.80	\$154.80	\$0.00	\$0.00	\$0.00	

Vendor ID: 131 **Name:** DICKINSON CONVENTION BUREAU **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	STATE TRE/OCC TAX	INV	2/29/2024	2/29/2024	\$25,116.78	STATE TREASURER/OCC TAX		\$25,116.78			

Voucher(s): 1						Aged Totals:		Due			
						\$25,116.78	\$25,116.78	\$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
	ST TREA/ST AID 03/2	INV	2/29/2024	2/29/2024	\$36,288.62	STATE TREASURER/STATE AI		\$36,288.62			

Voucher(s): 1						Aged Totals:		Due			
						\$36,288.62	\$36,288.62	\$0.00	\$0.00	\$0.00	

Vendor ID: 5166 **Name:** DICKINSON PARKS & REC (MEMBERS) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3190198	INV	3/1/2024	3/1/2024	\$1,977.53	EMPLOYEE MEMBERSHIPS		\$1,977.53			

Voucher(s): 1						Aged Totals:		Due			
						\$1,977.53	\$1,977.53	\$0.00	\$0.00	\$0.00	

Vendor ID: 179 **Name:** DICKINSON READY MIX **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	283678	INV	2/28/2024	2/28/2024	\$996.02	14.435 TN 1 3/4" RIVERDALE R		\$996.02			

Voucher(s): 1						Aged Totals:		Due			
						\$996.02	\$996.02	\$0.00	\$0.00	\$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17745	INV	2/21/2024	2/21/2024	\$275.00	TOWING 2006 FORD		\$275.00			
	17770	INV	2/29/2024	2/29/2024	\$50.00	TOWING 2001 MAZDA TRIBUT		\$50.00			
	17771	INV	2/29/2024	2/29/2024	\$50.00	TOWING 2004 AUDI A6		\$50.00			
	17772	INV	2/29/2024	2/29/2024	\$50.00	TOWING 1998 AUDI A4		\$50.00			
	17773	INV	2/29/2024	2/29/2024	\$50.00	TOWING 1997 FORED F150		\$50.00			
	17774	INV	2/29/2024	2/29/2024	\$50.00	TOWING 2000 JEEP CHEROKE		\$50.00			

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17775	INV	2/29/2024	2/29/2024	\$50.00	TOWING 2007 CHEVY COBAL1	\$50.00
17776	INV	2/29/2024	2/29/2024	\$50.00	TOWING 2008 CHEVY AVEO	\$50.00
17777	INV	2/29/2024	2/29/2024	\$50.00	TOWING 1998 FORD F150	\$50.00

				Due					
Voucher(s): 9	Aged Totals:				\$675.00	\$675.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	RE 030524	INV	3/5/2024	3/5/2024	\$52.91	EMPLOYEE EXP-ROBERT EBE		\$52.91			

				Due					
Voucher(s): 1	Aged Totals:				\$52.91	\$52.91	\$0.00	\$0.00	\$0.00

Vendor ID: 3567 **Name:** EGGERS ELECTRIC MOTOR 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
	222644	INV	2/27/2024	2/27/2024	\$202.76	1/2 HP FARM DUTY MOTOR		\$202.76			

				Due					
Voucher(s): 1	Aged Totals:				\$202.76	\$202.76	\$0.00	\$0.00	\$0.00

Vendor ID: 9761 **Name:** EL ZARAPE **Class ID:** **FED TAX CLAS:** ONE TIME VENDOR

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DEPOSIT REFUND '23	INV	10/5/2023	10/5/2023	\$100.00	LEGACY SQUARE VENDOR DI					\$100.00

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

Vendor ID: 1039 **Name:** ELDER CARE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	ELDER CARE TAXI	INV	1/11/2024	1/11/2024	\$4,583.34	TAXI 1% SALES TAX				\$4,583.34	

				Due					
Voucher(s): 1	Aged Totals:				\$4,583.34	\$0.00	\$0.00	\$4,583.34	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	906342014	INV	2/28/2024	2/28/2024	\$19,845.23	3977 GAL BIOXIDE		\$19,845.23			

				Due					
Voucher(s): 1	Aged Totals:				\$19,845.23	\$19,845.23	\$0.00	\$0.00	\$0.00

Vendor ID: 1567 **Name:** FASTENAL COMPANY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	NDDIC198045	INV	2/26/2024	2/26/2024	\$401.59	S/S HCS , CBL TIE		\$401.59			

	NDDIC198197	INV	3/4/2024	3/4/2024	\$17.53	SERRATED FLANGE NUT, SCF		\$17.53			
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							Due				
Voucher(s): 2		Aged Totals:					\$419.12	\$419.12	\$0.00	\$0.00	\$0.00
Vendor ID: 221		Name: FEDERAL EXPRESS			Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8-416-05406	INV	2/21/2024	2/21/2024	\$382.83	SHIPPING PACKAGE		\$382.83			
	8-429-51053	INV	3/6/2024	3/6/2024	\$58.70	SHIPPING OF PACKAGE		\$58.70			
							Due				
Voucher(s): 2		Aged Totals:					\$441.53	\$441.53	\$0.00	\$0.00	\$0.00
Vendor ID: 2606		Name: FERGUSON ENTERPRISES INC			Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9735482	INV	2/21/2024	2/21/2024	\$46.99	DUAL FLTR DIAPH KIT 3		\$46.99			
							Due				
Voucher(s): 1		Aged Totals:					\$46.99	\$46.99	\$0.00	\$0.00	\$0.00
Vendor ID: 4604		Name: FMWS CONSTRUCTORS LLC/ROCK SOLID EXPRI			Class ID: 1099		FED TAX CLAS:		LLC AS A P--REPORT		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	19652	INV	3/7/2024	3/7/2024	\$1,487.50	8.5 HRS SNOW REMOVAL		\$1,487.50			
							Due				
Voucher(s): 1		Aged Totals:					\$1,487.50	\$1,487.50	\$0.00	\$0.00	\$0.00
Vendor ID: 5795		Name: FORCE AMERICA DISTRIBUTING LLC			Class ID:		FED TAX CLAS:		C CORP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN200-1047540	INV	2/28/2024	2/28/2024	\$874.00	5MB FLAT DATA PLAN US WIT		\$874.00			
							Due				
Voucher(s): 1		Aged Totals:					\$874.00	\$874.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5859		Name: FORUM COMMUNICATIONS CO.			Class ID:		FED TAX CLAS:		S CORP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	I2024.00011781	INV	2/29/2024	2/29/2024	\$76.00	ADVERISING -COMM DEVEL		\$76.00			
	MP119154 022924	INV	2/29/2024	2/29/2024	\$66.00	ADVERTISING-MUSEUM		\$66.00			
	MP148685 022924	INV	2/29/2024	2/29/2024	\$278.00	ADVERTISING-LIBRARY		\$278.00			
	929A254D-0002	INV	3/7/2024	3/7/2024	\$22.04	GENERAL PUBLIC NOTICE		\$22.04			
							Due				
Voucher(s): 4		Aged Totals:					\$442.04	\$442.04	\$0.00	\$0.00	\$0.00
Vendor ID: 6287		Name: FRIES JOEL/ TRACKER MANAGEMENT			Class ID: 1099		FED TAX CLAS:		SOLE PROP/SINGLE LLC		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16472	INV	2/27/2024	2/27/2024	\$2,511.30	02/26/24 DICKINSON-SHAKOPI		\$2,511.30			

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							Due					
Voucher(s): 1							Aged Totals:	\$2,511.30	\$2,511.30	\$0.00	\$0.00	\$0.00
Vendor ID: 6082		Name: GOOSENECK IMPLEMENT				Class ID:		FED TAX CLAS: S CORP				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	11030144	INV	3/1/2024	3/1/2024	\$32.60	ELBOW FITTING		\$32.60				
	11030998	INV	3/4/2024	3/4/2024	\$347.48	BLADE, BOLT		\$347.48				
							Due					
Voucher(s): 2							Aged Totals:	\$380.08	\$380.08	\$0.00	\$0.00	\$0.00
Vendor ID: 1120		Name: GRAND FORKS PUBLIC LIBRARY				Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	030524	INV	3/5/2024	3/5/2024	\$22.61	DAMAGED BOOK		\$22.61				
							Due					
Voucher(s): 1							Aged Totals:	\$22.61	\$22.61	\$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	
	FEB MILEAGE 2024	INV	3/1/2024	3/1/2024	\$75.58	MILEAGE FOR FEBRUARY 202		\$75.58				
							Due					
Voucher(s): 1							Aged Totals:	\$75.58	\$75.58	\$0.00	\$0.00	\$0.00
Vendor ID: 1633		Name: HAWKINS 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	
	6683620	INV	2/7/2024	2/7/2024	\$10,565.00	2200 LB TO, FERRULES 1/4" IN			\$10,565.00			
							Due					
Voucher(s): 1							Aged Totals:	\$10,565.00	\$0.00	\$10,565.00	\$0.00	\$0.00
Vendor ID: 4931		Name: HOBBS INCORPORATED				Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	26522	INV	2/27/2024	2/27/2024	\$620.83	DEF W/O MISFILL NOZZLE, SV		\$620.83				
							Due					
Voucher(s): 1							Aged Totals:	\$620.83	\$620.83	\$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	
	DP022024.945.0	INV	2/29/2024	2/29/2024	\$661.15	AZURE AD PLAN, SSL VPN CL		\$661.15				
	TC022024.945.0	INV	2/29/2024	2/29/2024	\$16.75	PEXIP VIRTUAL MEETING ROC		\$16.75				
							Due					
Voucher(s): 2							Aged Totals:	\$677.90	\$677.90	\$0.00	\$0.00	\$0.00

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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	
	4453691	INV	2/5/2024	2/5/2024	\$105.74	NOTES, MARKER, COCOA, BC			\$105.74			
	4478030	INV	3/4/2024	3/4/2024	\$42.15	NOTE, POST ITS, SUGAR, AIR		\$42.15				
	4478031	INV	3/4/2024	3/4/2024	\$12.55	SUGAR, CANT		\$12.55				
	4453692	INV	3/6/2024	3/6/2024	\$9.98	NOTES, POST ITS		\$9.98				
	4484263	INV	3/11/2024	3/11/2024	\$87.74	CLEANER, TOWELS, BNDRS		\$87.74				
	4484325	INV	3/11/2024	3/11/2024	\$58.33	FORK, BATTERIES		\$58.33				
							Due					
Voucher(s): 6		Aged Totals:					\$316.49	\$210.75	\$105.74	\$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	
	2045008	INV	2/29/2024	2/29/2024	\$64.80	8 KANDIYOHI 5 GAL DRINKING		\$64.80				
	2045035	INV	2/29/2024	2/29/2024	\$12.75	WATER RENTAL		\$12.75				
							Due					
Voucher(s): 2		Aged Totals:					\$77.55	\$77.55	\$0.00	\$0.00	\$0.00	
Vendor ID: 9824		Name: JONES BROCK					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	
	BJ 030624	INV	3/6/2024	3/6/2024	\$509.82	EMPLOYEE EXP-BROCK JONE		\$509.82				
							Due					
Voucher(s): 1		Aged Totals:					\$509.82	\$509.82	\$0.00	\$0.00	\$0.00	
Vendor ID: 298		Name: JP FRAME SHOP					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	1-44130	INV	2/20/2024	2/20/2024	\$165.77	GOLD PLATE, FITTING, SEW L		\$165.77				
							Due					
Voucher(s): 1		Aged Totals:					\$165.77	\$165.77	\$0.00	\$0.00	\$0.00	
Vendor ID: 4955		Name: KILWEIN RYAN/RLK ENTERPRISE					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	
	2045	INV	2/13/2024	2/13/2024	\$2,400.00	REMOVING SNOW FROM CITY		\$2,400.00				
							Due					
Voucher(s): 1		Aged Totals:					\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$0.00	
Vendor ID: 9826		Name: KITCHEN PHYLLIS					Class ID:		FED TAX CLAS: CEMETERY 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	
	031124	INV	3/11/2024	3/11/2024	\$25.00	ST WENCESLAUS K-14-3 P SC		\$25.00				

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Voucher(s): 1	Aged Totals:	Due			
		\$25.00	\$25.00	\$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
	10203126	INV	2/22/2024	2/22/2024	\$290.02	202203 LEGACY SQUARE PAR		\$290.02			
	10203127	INV	2/22/2024	2/22/2024	\$45,176.50	202401 2024 ROAD MAINTENA		\$45,176.50			
	10203201	INV	2/22/2024	2/22/2024	\$3,267.00	202200 PATTERSON LAKE IMF		\$3,267.00			
	10203201 202408	INV	2/22/2024	2/22/2024	\$193.50	202408 PUBL TRNG SFTY FAC		\$193.50			
	10203201 MISC SUPP	INV	2/22/2024	2/22/2024	\$1,677.00	MISC SUPPORT SERVICES		\$1,677.00			
	10203281	INV	2/23/2024	2/23/2024	\$3,241.50	202408 DICKINSON PUBLIC SA		\$3,241.50			

Voucher(s): 6	Aged Totals:	Due			
		\$53,845.52	\$53,845.52	\$0.00	\$0.00

Vendor ID: 9825	Name: KOPPINGER MARGIE	Class ID:	FED TAX CLAS: MAUSOLEUM 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
	BUY BACK NICHE	INV	3/11/2024	3/11/2024	\$360.00	SOLD MAUSOLEUM NICHE BA		\$360.00			

Voucher(s): 1	Aged Totals:	Due			
		\$360.00	\$360.00	\$0.00	\$0.00

Vendor ID: 5575	Name: KUBIK, BOGNER, RIDL, SELINGER	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
	S SULLIVAN 031324	INV	3/13/2024	3/13/2024	\$125.00	LEGAL SERVICES-SHAWN SU		\$125.00			

Voucher(s): 1	Aged Totals:	Due			
		\$125.00	\$125.00	\$0.00	\$0.00

Vendor ID: 2890	Name: L-TRON CORPORATION	Class ID:	FED TAX CLAS:								
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	683500	INV	3/7/2024	3/7/2024	\$4,856.67	NEW VEHICLE EQUIPMENT		\$4,856.67			

Voucher(s): 1	Aged Totals:	Due			
		\$4,856.67	\$4,856.67	\$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
	263963	INV	3/1/2024	3/1/2024	\$54.32	TRANSLATION SERVICES-COI		\$54.32			

Voucher(s): 1	Aged Totals:	Due			
		\$54.32	\$54.32	\$0.00	\$0.00

Vendor ID: 1218	Name: LOGO MAGIC INC	Class ID:	FED TAX CLAS:								
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	140656	INV	2/29/2024	2/29/2024	\$640.00	ITEMS ORDERED-TYLER TUCI		\$640.00			

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Voucher(s): 1		Due			
	Aged Totals:	\$640.00	\$640.00	\$0.00	\$0.00

Vendor ID: 4343 **Name:** M&T FIRE AND SAFETY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11670	INV	3/6/2024	3/6/2024	\$12,646.52	FOUR SETS OF GEAR		\$12,646.52			

Voucher(s): 1		Due			
	Aged Totals:	\$12,646.52	\$12,646.52	\$0.00	\$0.00

Vendor ID: 6192 **Name:** MAC'S HARDWARE **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	C28351/D	INV	2/22/2024	2/22/2024	\$9.90	SQUARE LOCK PIN		\$9.90			

Voucher(s): 1		Due			
	Aged Totals:	\$9.90	\$9.90	\$0.00	\$0.00

Vendor ID: 6396 **Name:** MCGOVERN IAN **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
	IM 030624	INV	2/20/2024	2/20/2024	\$114.00	EMPLOYEE EXP-IAN MCGOVE		\$114.00			

Voucher(s): 1		Due			
	Aged Totals:	\$114.00	\$114.00	\$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
	43227	INV	2/20/2024	2/20/2024	\$4.49	400A FILL VALVE CAP		\$4.49			
	43588	INV	2/28/2024	2/28/2024	\$53.60	1X4-8' #STANDARD, STUDS		\$53.60			
	43593	INV	2/28/2024	2/28/2024	\$8.49	3 RING BINDER		\$8.49			
	43599	INV	2/28/2024	2/28/2024	\$34.12	FURRING STRIP, PAINT, WHIT		\$34.12			
	43635	INV	2/29/2024	2/29/2024	\$5.99	24=2 100' SPEAKER WIRE		\$5.99			
	43686	INV	3/1/2024	3/1/2024	\$29.95	5 GARGAE DOOR LUBE		\$29.95			
	43823	INV	3/4/2024	3/4/2024	\$145.51	GAIN, BOUNCE, 5A BATTERY		\$145.51			
	43921	INV	3/6/2024	3/6/2024	\$207.84	LT BATTERIES		\$207.84			
	43923	INV	3/6/2024	3/6/2024	\$20.96	CONNECTOR, ELBOW, FOIL T		\$20.96			
	43924	INV	3/6/2024	3/6/2024	\$29.97	240 DEG DUALUX		\$29.97			
	44135	INV	3/11/2024	3/11/2024	\$13.98	AUTO SPRAY 2 PK		\$13.98			

Voucher(s): 11		Due			
	Aged Totals:	\$554.90	\$554.90	\$0.00	\$0.00

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Vendor ID: 6400	Name: MIDCONTINENT COMMUNICATIONS	Class ID: 1099	FED TAX CLAS: PARTNER
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22239950113877	INV	2/19/2024	2/19/2024	\$110.08	MIDCO BUSINESS INTERNET		\$110.08			

Voucher(s): 1	Aged Totals:	<u>Due</u>				
		\$110.08	\$110.08	\$0.00	\$0.00	\$0.00

Vendor ID: 1732	Name: MIDWEST TAPE	Class ID:	FED TAX CLAS:
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	505088357	INV	2/21/2024	2/21/2024	\$26.24	DIP AV		\$26.24			
	505088359	INV	2/21/2024	2/21/2024	\$5.24	DIP CH AV		\$5.24			
	505125326	INV	3/1/2024	3/1/2024	\$39.73	BC AV		\$39.73			

Voucher(s): 3	Aged Totals:	<u>Due</u>				
		\$71.21	\$71.21	\$0.00	\$0.00	\$0.00

Vendor ID: 984	Name: MINNESOTA VALLEY TESTING LAB INC	Class ID:	FED TAX CLAS:
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1241670	INV	2/29/2024	2/29/2024	\$49.00	CHEMICALS		\$49.00			
	1242124	INV	3/5/2024	3/5/2024	\$785.00	CHEMICALS		\$785.00			

Voucher(s): 2	Aged Totals:	<u>Due</u>				
		\$834.00	\$834.00	\$0.00	\$0.00	\$0.00

Vendor ID: 380	Name: MONTANA-DAKOTA UTILITY	Class ID:	FED TAX CLAS:
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	605 222 1000 8	INV	2/29/2024	2/29/2024	\$34.34	W VILLARD ST BLK LIGHTS		\$34.34			
	404 322 1000 9	INV	3/4/2024	3/4/2024	\$393.36	W 14TH ST LIFT STATION SIM		\$393.36			
	414 322 1000 7	INV	3/4/2024	3/4/2024	\$60.71	2100 W 3RD AV HIGHWAY 22 S		\$60.71			
	832 435 2970 4	INV	3/4/2024	3/4/2024	\$63.68	1400 W 3RD AVE TRAFFIC SIG		\$63.68			
	89112210003 030424	INV	3/4/2024	3/4/2024	\$2,233.60	MONTHLY ELECTRICAL BILLIN		\$2,233.60			
	052 953 1000 6	INV	3/6/2024	3/6/2024	\$38.71	1587 GRASSLANDS DR		\$38.71			
	106 127 1790 9	INV	3/6/2024	3/6/2024	\$1,475.06	2475 STATE AVE N MAIN BUIL		\$1,475.06			
	156 583 1000 6	INV	3/6/2024	3/6/2024	\$58.50	1201 W 3RD AV APRINKLER S		\$58.50			
	195 422 1000 0	INV	3/6/2024	3/6/2024	\$39.59	W 20TH ST W 19TH ST SIREN		\$39.59			
	241 900 7363 5	INV	3/6/2024	3/6/2024	\$300.84	2015 1/2 WAHL ST		\$300.84			
	427 322 1000 2	INV	3/6/2024	3/6/2024	\$3,585.09	989 15TH ST W LIFT 12 STATI		\$3,585.09			
	495 322 1000 9	INV	3/6/2024	3/6/2024	\$138.77	W 13TH ST		\$138.77			

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535 243 1000 9	INV	3/6/2024	3/6/2024	\$146.25	STREET LIGHT CONTROL	\$146.25
677 807 9292 4	INV	3/6/2024	3/6/2024	\$181.22	1520 STATE AVE	\$181.22
756 122 5199 3	INV	3/6/2024	3/6/2024	\$90.59	2999 W 21ST ST TRAFFIC SIGI	\$90.59
819 322 1000 8	INV	3/6/2024	3/6/2024	\$61.45	W 3RD AVE W 15TH ST LIGHT	\$61.45
928 009 4722 5	INV	3/6/2024	3/6/2024	\$555.25	2475 STATE AVE GENERATOF	\$555.25
982 386 9285 3	INV	3/6/2024	3/6/2024	\$184.06	2300 W 21ST ST	\$184.06
011 522 1000 9	INV	3/8/2024	3/8/2024	\$1,347.21	615 W BROADWAY ST ST DEF	\$1,347.21
034 433 6592 3	INV	3/8/2024	3/8/2024	\$122.34	38 1/2 S STATE AVE	\$122.34
076 608 6751 1	INV	3/8/2024	3/8/2024	\$211.67	2ND ST SW AND STATE AVE	\$211.67
111 522 1000 8	INV	3/8/2024	3/8/2024	\$124.70	635 W BROADWAY WHSE	\$124.70
190 522 1000 2	INV	3/8/2024	3/8/2024	\$165.77	387 S STATE AVE	\$165.77
224 153 1000 6	INV	3/8/2024	3/8/2024	\$68.60	2103 W VILLARD ST ST LITES	\$68.60
253 522 1000 6	INV	3/8/2024	3/8/2024	\$275.74	103 3RD ST SE LIFT STATION	\$275.74
341 522 1000 0	INV	3/8/2024	3/8/2024	\$691.92	500 E BROADWAY LIFT STATI	\$691.92
400 523 8047 0	INV	3/8/2024	3/8/2024	\$522.29	140 6TH AVE SE	\$522.29
402 622 1000 4	INV	3/8/2024	3/8/2024	\$891.65	300 5TH ST SW 5 LIFT STATIO	\$891.65
421 622 1000 1	INV	3/8/2024	3/8/2024	\$250.62	S MAIN LIFT STATION	\$250.62
474 349 8466 3	INV	3/8/2024	3/8/2024	\$49.02	122 1ST ST W FIRST ON FIRS1	\$49.02
499 653 0566 4	INV	3/8/2024	3/8/2024	\$2,294.60	2486 W VILLARD ST	\$2,294.60
511 522 1000 4	INV	3/8/2024	3/8/2024	\$273.90	W BROADWAY #7	\$273.90
542 688 9300 2	INV	3/8/2024	3/8/2024	\$5,321.39	811 W BROADWAY BLDG A	\$5,321.39
656 522 1000 9	INV	3/8/2024	3/8/2024	\$164.04	SW 4TH ST	\$164.04
675 522 1000 6	INV	3/8/2024	3/8/2024	\$48.92	S MAIN	\$48.92
711 522 1000 2	INV	3/8/2024	3/8/2024	\$51.35	W 3RD AVE STORM PUMP TM	\$51.35
742 043 1000 2	INV	3/8/2024	3/8/2024	\$157.46	1099 W BROADWAY ST LIGHT	\$157.46
842 043 1000 1	INV	3/8/2024	3/8/2024	\$196.31	458 E BROADWAY ST STREET	\$196.31
901 522 1000 2	INV	3/8/2024	3/8/2024	\$311.94	625 W BROADWAY ST WATEF	\$311.94

Voucher(s):	39						
				Due			
				Aged Totals:	\$23,182.51	\$23,182.51	\$0.00
						\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

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Vendor ID: 5748		Name: MORTON SALT, INC.					Class ID:		FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	5403008661	INV	3/6/2024	3/6/2024	\$7,966.31	22.22 BULK SOLAR WHITE CO		\$7,966.31				
	5403011370	INV	3/11/2024	3/11/2024	\$7,998.59	22.31 BULK SOLAR WHITE SAI		\$7,998.59				
							Due					
Voucher(s): 2		Aged Totals:					\$15,964.90	\$15,964.90	\$0.00	\$0.00	\$0.00	
Vendor ID: 4250		Name: ND 911 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	
	OKERSON 2024	INV	3/5/2024	3/5/2024	\$100.00	MEMBERSHIP-ELIZABETH OKI		\$100.00				
							Due					
Voucher(s): 1		Aged Totals:					\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	
Vendor ID: 3098		Name: NELSON INTERNATIONAL					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	X104041996:01	INV	3/7/2024	3/7/2024	\$350.00	FILTER-LUBE OIL		\$350.00				
							Due					
Voucher(s): 1		Aged Totals:					\$350.00	\$350.00	\$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	
	389288/1	INV	2/22/2024	2/22/2024	\$64.77	ACE RAKE, LAWN RAKE STEE		\$64.77				
							Due					
Voucher(s): 1		Aged Totals:					\$64.77	\$64.77	\$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	
	TRFINV052571	INV	3/5/2024	3/5/2024	\$990.05	MISC SIGNS FOR CITY OF DIC		\$990.05				
							Due					
Voucher(s): 1		Aged Totals:					\$990.05	\$990.05	\$0.00	\$0.00	\$0.00	
Vendor ID: 435		Name: NORTHERN IMPROVEMENT CO(DIX)					Class ID:		FED TAX CLAS: S CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	B 31767	INV	2/29/2024	2/29/2024	\$1,716.00	OMEGAMIX 1 TON TOTE		\$1,716.00				
							Due					
Voucher(s): 1		Aged Totals:					\$1,716.00	\$1,716.00	\$0.00	\$0.00	\$0.00	
Vendor ID: 3390		Name: O'REILLY AUTO PARTS					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	1865-292691	INV	3/11/2024	3/11/2024	\$161.02	BATTERY		\$161.02				

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							Due						
Voucher(s): 1							Aged Totals:		\$161.02	\$161.02	\$0.00	\$0.00	\$0.00
Vendor ID: 2541		Name: O5 MOTORSPORTS, 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		
	239341	INV	3/6/2024	3/6/2024	\$7.00	ROPE STARTER NYLON 200'		\$7.00					
Voucher(s): 1							Aged Totals:		\$7.00	\$7.00	\$0.00	\$0.00	\$0.00
Vendor ID: 2131		Name: OLYMPIC SALES INC				Class ID:		FED TAX CLAS:					
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over		
	14500	INV	2/26/2024	2/26/2024	\$450.94	JOYSTICK BUTTON SERVICE ,		\$450.94					
Voucher(s): 1							Aged Totals:		\$450.94	\$450.94	\$0.00	\$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		
	202402BUS45	INV	3/1/2024	3/1/2024	\$21.75	CLEANING OF POLICE DEPT C		\$21.75					
Voucher(s): 1							Aged Totals:		\$21.75	\$21.75	\$0.00	\$0.00	\$0.00
Vendor ID: 9827		Name: PDL CONNECT CONSULTING, 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		
	24-007	INV	2/27/2024	2/27/2024	\$5,000.00	DRIVE THE ROAD LEADERSHI		\$5,000.00					
Voucher(s): 1							Aged Totals:		\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Vendor ID: 2159		Name: PENWORTHY COMPANY				Class ID:		FED TAX CLAS:					
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over		
	0597624	INV	2/29/2024	2/29/2024	\$1,475.68	SLOPE CHILDRENS		\$1,475.68					
	0597691	INV	3/4/2024	3/4/2024	\$821.25	BILLINGS CO		\$821.25					
Voucher(s): 2							Aged Totals:		\$2,296.93	\$2,296.93	\$0.00	\$0.00	\$0.00
Vendor ID: 3491		Name: PRAIRIE AUTO PARTS INC				Class ID:		FED TAX CLAS:					
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over		
	000102	INV	2/23/2024	2/23/2024	\$26.96	MISC V-BELTS		\$26.96					
	001290	INV	3/4/2024	3/4/2024	\$348.50	MULTI DUTY HOSE		\$348.50					
Voucher(s): 2							Aged Totals:		\$375.46	\$375.46	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

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Vendor ID: 6354		Name: PRESNELL JEREMY					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	
	JP 022824	INV	2/28/2024	2/28/2024	\$61.00	EMPLOYEE EXP-JEREMY PRE		\$61.00				
							Due					
Voucher(s): 1							Aged Totals:	\$61.00	\$61.00	\$0.00	\$0.00	\$0.00
Vendor ID: 466		Name: PUMP SYSTEMS LLC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	00402949	INV	3/6/2024	3/6/2024	\$3.85	M200125MPT		\$3.85				
							Due					
Voucher(s): 1							Aged Totals:	\$3.85	\$3.85	\$0.00	\$0.00	\$0.00
Vendor ID: 6012		Name: QUADIENT - POSTAGE FUNDING					Class ID:		FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	256131 022624	INV	2/26/2024	2/26/2024	\$1,200.00	POSTAGE -LIBRARY		\$1,200.00				
							Due					
Voucher(s): 1							Aged Totals:	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6012A		Name: QUADIENT LEASING					Class ID:		FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	Q1239663	INV	3/9/2024	3/9/2024	\$292.66	POSTAGE		\$292.66				
							Due					
Voucher(s): 1							Aged Totals:	\$292.66	\$292.66	\$0.00	\$0.00	\$0.00
Vendor ID: 6355		Name: QUINN JEFFREY					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	
	031224	INV	3/12/2024	3/12/2024	\$500.00	MAGIC SHOW 06-05-24 -LIBRA		\$500.00				
							Due					
Voucher(s): 1							Aged Totals:	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5915		Name: RED ROCK FORD OF DICKINSON					Class ID:		FED TAX CLAS: S CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	5071919	INV	2/27/2024	2/27/2024	\$51.51	PUMP ASY-WATER		\$51.51				
	5072257	INV	3/6/2024	3/6/2024	\$302.22	ACUSTOM SETINA SEAT BELT		\$302.22				
	659469/1	INV	3/6/2024	3/6/2024	\$476.95	WORK DONE ON UNIT PD21		\$476.95				
							Due					
Voucher(s): 3							Aged Totals:	\$830.68	\$830.68	\$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	
	FEB 2024 MILEAGE	INV	3/4/2024	3/4/2024	\$47.84	MILEAGE FOR FEBRUARY 202		\$47.84				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
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Voucher(s): 1		Due			
	Aged Totals:	\$47.84	\$47.84	\$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
10021004310410		INV	3/1/2024	3/1/2024	\$30.00	HWY 10 & 116TH AVE SW		\$30.00			
103699000		INV	3/1/2024	3/1/2024	\$91.00	WEST 94 LIGHTS		\$91.00			
103699001		INV	3/1/2024	3/1/2024	\$840.00	10 EAST PUMP STN		\$840.00			
103699002		INV	3/1/2024	3/1/2024	\$33.00	ST PAT'S CEMETARY		\$33.00			
103699003		INV	3/1/2024	3/1/2024	\$666.00	150W SODIUM LT		\$666.00			
103699004		INV	3/1/2024	3/1/2024	\$760.00	250W SODIUM LT		\$760.00			
103699005		INV	3/1/2024	3/1/2024	\$245.00	NORTH TOWER		\$245.00			
103699007		INV	3/1/2024	3/1/2024	\$146.00	HWY 22 ST LITE		\$146.00			
103699015		INV	3/1/2024	3/1/2024	\$75.00	LAGOON PUMP CELL #4		\$75.00			
103699017		INV	3/1/2024	3/1/2024	\$112.00	LIFT STN #16		\$112.00			
103699018		INV	3/1/2024	3/1/2024	\$184.00	LIFT STN #17		\$184.00			
103699020		INV	3/1/2024	3/1/2024	\$40.00	E 94 LIGHTS		\$40.00			
103699029		INV	3/1/2024	3/1/2024	\$356.00	NEW LANDFILL		\$356.00			
103699030		INV	3/1/2024	3/1/2024	\$600.00	LIFT STN #14		\$600.00			
103699031		INV	3/1/2024	3/1/2024	\$55.00	FLASHING BECN HWY 22		\$55.00			
103699032		INV	3/1/2024	3/1/2024	\$840.00	MAUSOLEUM		\$840.00			
103699035		INV	3/1/2024	3/1/2024	\$4,500.00	BALER BLDG		\$4,500.00			
103699036		INV	3/1/2024	3/1/2024	\$30.00	CEMETARY		\$30.00			
103699038		INV	3/1/2024	3/1/2024	\$19.00	DICKINSON PLC ST LITE		\$19.00			
103699039		INV	3/1/2024	3/1/2024	\$65.00	WALMART TRFC CTRL DV		\$65.00			
103699040		INV	3/1/2024	3/1/2024	\$105.00	STATE AVE WATER PUMP		\$105.00			
103699044		INV	3/1/2024	3/1/2024	\$30.00	TRAFFIC LTS-HWY 22 & 34TH		\$30.00			
103699045		INV	3/1/2024	3/1/2024	\$86.00	ND 22 & 34TH ST SW		\$86.00			
103699046		INV	3/1/2024	3/1/2024	\$413.00	CITY ANIMAL SHELTER		\$413.00			
103699047		INV	3/1/2024	3/1/2024	\$3,999.00	PUBLIC WORKS BLDG		\$3,999.00			
103699048		INV	3/1/2024	3/1/2024	\$101.00	FRENCH DRAIN LFT STN-LAG		\$101.00			

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Item ID	Type	Start Date	End Date	Amount	Description	Balance
103699049	INV	3/1/2024	3/1/2024	\$328.00	STLT CIRCUIT	\$328.00
103699050	INV	3/1/2024	3/1/2024	\$62.17	BYPASS LIGHTS	\$62.17
103699051	INV	3/1/2024	3/1/2024	\$161.21	BYPASS LIGHTS	\$161.21
103699052	INV	3/1/2024	3/1/2024	\$206.40	BYPASS LIGHTS	\$206.40
103699053	INV	3/1/2024	3/1/2024	\$338.95	BYPASS LIGHTS	\$338.95
103699055	INV	3/1/2024	3/1/2024	\$151.00	ST LT SERVICE	\$151.00
103699056	INV	3/1/2024	3/1/2024	\$2,279.00	HWY 10 PUMP STN	\$2,279.00
103699057	INV	3/1/2024	3/1/2024	\$556.43	NORTHWEST TOWER	\$556.43
103699058	INV	3/1/2024	3/1/2024	\$190.00	15TH ST & 30TH AVE W	\$190.00
103699059	INV	3/1/2024	3/1/2024	\$38.06	BRAUN SUB DIVISION LIGHTS	\$38.06
103699060	INV	3/1/2024	3/1/2024	\$4,505.92	PUBLIC SAFETY CENTER	\$4,505.92
103699061	INV	3/1/2024	3/1/2024	\$162.00	LIGHTS STATES & 21ST ST	\$162.00
103699062	INV	3/1/2024	3/1/2024	\$172.00	40TH ST LIGHTS	\$172.00
103699063	INV	3/1/2024	3/1/2024	\$33.00	LIGHTS EAST OF DPSB	\$33.00
103699064	INV	3/1/2024	3/1/2024	\$179.00	LIGHTS STATES ST & WAHL	\$179.00
103699065	INV	3/1/2024	3/1/2024	\$915.00	STATE BOOSTER PUMP STAT	\$915.00
103699067	INV	3/1/2024	3/1/2024	\$230.84	STREET LIGHTS IN WESTRICK	\$230.84
103699068	INV	3/1/2024	3/1/2024	\$133.00	STEPHANIE DR & WAHL ST	\$133.00
103699069	INV	3/1/2024	3/1/2024	\$119.00	STREET LIGHTS 12TH AVE W	\$119.00
103699070	INV	3/1/2024	3/1/2024	\$107.00	STREET LIGHTS 11TH AVE W	\$107.00
103699071	INV	3/1/2024	3/1/2024	\$118.00	ST LIGHTS CALVIN DR & KOCI	\$118.00
103699072	INV	3/1/2024	3/1/2024	\$38.15	ALERT SIREN	\$38.15
103699073	INV	3/1/2024	3/1/2024	\$42.18	5TH AVE EAST STREET LIGHT	\$42.18
103699074	INV	3/1/2024	3/1/2024	\$43.61	ST LIGHTS SIMS AND 24TH ST	\$43.61
103699075	INV	3/1/2024	3/1/2024	\$50.24	4TH AVE E & 21ST ST E	\$50.24
103699076	INV	3/1/2024	3/1/2024	\$196.80	PHASE 3 LANDFILL	\$196.80
103699078	INV	3/1/2024	3/1/2024	\$83.51	ST LIGHTS 4TH AVE AND 26TH	\$83.51
105963000	INV	3/1/2024	3/1/2024	\$324.00	NRIDGE ST LITE	\$324.00
105963001	INV	3/1/2024	3/1/2024	\$32.00	SEWER VAULT HYW 10 116TH	\$32.00

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105963002	INV	3/1/2024	3/1/2024	\$57.55	4TH AVE EAST & 37TH ST EAST	\$57.55
105963003	INV	3/1/2024	3/1/2024	\$37.64	STREET LIGHTS 10TH AVE SW	\$37.64
105963004	INV	3/1/2024	3/1/2024	\$55.20	STREET LIGHTS PRAIRIE OAK	\$55.20
105963005	INV	3/1/2024	3/1/2024	\$32.02	STREET LIGHTS 23RD ST SW	\$32.02
105963007	INV	3/1/2024	3/1/2024	\$122.65	2494 I-94 BUSINESS LOOP E	\$122.65
105963008	INV	3/1/2024	3/1/2024	\$217.57	2495 I-94 BUSINESS LOOP E	\$217.57

Voucher(s): 61					Aged Totals:		Due				
							\$26,740.10	\$26,740.10	\$0.00	\$0.00	\$0.00

Vendor ID: 496 **Name:** ROUGHRIDER SPEED 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
	91172	INV	3/1/2024	3/1/2024	\$204.98	WEATHERTECH		\$204.98			

Voucher(s): 1					Aged Totals:		Due				
							\$204.98	\$204.98	\$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
	7879099	INV	2/21/2024	2/21/2024	\$21.98	HOOK, CLEVIS GRAB G43 (2)		\$21.98			
	7879285	INV	2/21/2024	2/21/2024	\$29.99	TRUCK TARP 8X10 BLACK		\$29.99			
	7879869	INV	2/22/2024	2/22/2024	\$6.78	CUTOFF WHEEL		\$6.78			
	7880230	INV	2/23/2024	2/23/2024	\$83.32	MISC ITEMS FOR TRUCK CLEANING		\$83.32			
	7883006	INV	2/27/2024	2/27/2024	\$32.85	CUP MAGNET ROUND, LIGHTER		\$32.85			
	7883872	INV	2/28/2024	2/28/2024	\$59.90	SPRAY PAINT, WHITE, GRAY F		\$59.90			
	7888014	INV	3/6/2024	3/6/2024	\$66.14	GRIP RITE TOOL BOX MOUNT		\$66.14			
	7888954	INV	3/7/2024	3/7/2024	\$22.26	MISC WOOD DOWELS		\$22.26			
	7891609	INV	3/11/2024	3/11/2024	\$24.49	PROPANE HOSE & REGULATOR		\$24.49			
	7891714	INV	3/11/2024	3/11/2024	\$449.90	MAGPUL SLING, SWIVEL		\$449.90			

Voucher(s): 10					Aged Totals:		Due				
							\$797.61	\$797.61	\$0.00	\$0.00	\$0.00

Vendor ID: 1903 **Name:** SAHRA **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	L HEINTZ 2024	INV	3/11/2024	3/11/2024	\$65.00	SAHRA MEMBERSHIP DUES- L		\$65.00			
	S NAMENIUK 2024	INV	3/11/2024	3/11/2024	\$50.00	SAHRA MEMBERSHIP DUES- S		\$50.00			
	N TORGERSON 2024	INV	3/12/2024	3/12/2024	\$50.00	SHRA MEMBERSHIP DUES - N		\$50.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

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										Due			
Voucher(s): 3		Aged Totals:			\$165.00	\$165.00	\$0.00	\$0.00	\$0.00				
Vendor ID: 4512		Name: SANFORD HEALTH OCCUPATIONAL MEDICINE D			Class ID: 1099		FED TAX CLAS: MEDICAL						
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over		
	764988	INV	2/29/2024	2/29/2024	\$2,236.00	DOT EXAMS, DRUG COLLEC, I		\$2,236.00					
Voucher(s): 1		Aged Totals:			\$2,236.00	\$2,236.00	\$0.00	\$0.00	\$0.00				
Vendor ID: 6349		Name: SCHLABSZ DOROTHY			Class ID:		FED TAX CLAS: OPEB HEALTH INSURANC						
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over		
	HEALTH INS PREM	INV	3/14/2024	3/14/2024	\$256.45	OPEB HLTH BENEFIT		\$256.45					
Voucher(s): 1		Aged Totals:			\$256.45	\$256.45	\$0.00	\$0.00	\$0.00				
Vendor ID: 641		Name: SCHMIDT REPAIR INC			Class ID:		FED TAX CLAS:						
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over		
	10621	INV	2/21/2024	2/21/2024	\$4,437.82	WORK DONE ON UNITE1		\$4,437.82					
Voucher(s): 1		Aged Totals:			\$4,437.82	\$4,437.82	\$0.00	\$0.00	\$0.00				
Vendor ID: 6193		Name: SCHOLASTIC 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		
	58134538	INV	3/12/2024	3/12/2024	\$760.55	FREE BOOKS-SRP		\$760.55					
Voucher(s): 1		Aged Totals:			\$760.55	\$760.55	\$0.00	\$0.00	\$0.00				
Vendor ID: 5824		Name: SCHOOL SPECIALTY, INC.			Class ID:		FED TAX CLAS: C CORP						
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over		
	61095788	INV	3/8/2024	3/8/2024	\$15.16	EXPO SOFT PILE DRY ERASE		\$15.16					
Voucher(s): 1		Aged Totals:			\$15.16	\$15.16	\$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		
	69866	INV	2/28/2024	2/28/2024	\$357.25	2500 NO 10 WINDOW ENVELO		\$357.25					
	69890	INV	2/28/2024	2/28/2024	\$99.60	500 ACCT CLERKS DAILY CAS		\$99.60					
Voucher(s): 2		Aged Totals:			\$456.85	\$456.85	\$0.00	\$0.00	\$0.00				
Vendor ID: 3302		Name: SLOPE AREA RIFLE & PISTOL CLUB			Class ID:		FED TAX CLAS:						
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over		
	6980	INV	1/25/2024	1/25/2024	\$1,500.00	RANGE USAGE		\$1,500.00					

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Voucher(s): 1		Aged Totals:	<u>Due</u>	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00
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Vendor ID: 6123 **Name:** SNYDER INDUSTRIES INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0000440735	CRM	3/6/2023		(\$2,900.00)	RETURN LID SMALL REF CNTI		(\$2,900.00)			
	456716	INV	2/23/2024	2/23/2024	\$9,800.25	MISC RECYCLE MATERIALS		\$9,800.25			

Voucher(s): 2		Aged Totals:	<u>Due</u>	\$6,900.25	\$6,900.25	\$0.00	\$0.00	\$0.00
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Vendor ID: 9613 **Name:** SOUTHWEST AREA CTE ACADEMY **Class ID:** **FED TAX CLAS:** SCHOOL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	030624	INV	3/6/2024	3/6/2024	\$100.00	2024 ACADEMY EXPO REGIST		\$100.00			

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 2580 **Name:** SOUTHWEST GRAIN(BULK) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SX9 IJ0667	INV	2/29/2024	2/29/2024	\$652.85	55 GAL INDOL ISO VG 46		\$652.85			

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$652.85	\$652.85	\$0.00	\$0.00	\$0.00
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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 022924	INV	2/29/2024	2/29/2024	\$66.97	MONTHLY CONSUMPTION		\$66.97			

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$66.97	\$66.97	\$0.00	\$0.00	\$0.00
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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
	978147	INV	2/24/2024	2/24/2024	\$47.20	STANDARD SHIPMENTS		\$47.20			

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$47.20	\$47.20	\$0.00	\$0.00	\$0.00
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Vendor ID: 2232 **Name:** STARK COUNTY AUDITOR **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	022924	INV	2/29/2024	2/29/2024	\$111.60	STARK CO PERMIT REMITTAN		\$111.60			

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$111.60	\$111.60	\$0.00	\$0.00	\$0.00
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Vendor ID: 4241 **Name:** STONE MANUFACTURING & SUPPLY 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

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0645285 INV 2/29/2024 2/29/2024 \$112.98 ALUMINUM BLUE ROSETTE, C \$112.98

Voucher(s): 1		Aged Totals:	Due	\$112.98	\$112.98	\$0.00	\$0.00	\$0.00
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Vendor ID: 6462 **Name:** STUCK WILL, M.E.S.S MENAGERIE **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
	20240311.3	INV	3/11/2024	3/11/2024	\$400.00	SUMMER READING 06-25-24 @		\$400.00			

Voucher(s): 1		Aged Totals:	Due	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00
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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
	030524	INV	3/5/2024	3/5/2024	\$700.00	VICTIM WITNESS FEE COLLEC		\$700.00			

Voucher(s): 1		Aged Totals:	Due	\$700.00	\$700.00	\$0.00	\$0.00	\$0.00
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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
	02292024	INV	2/29/2024	2/29/2024	\$10,363.90	PRISONER HOUSING -FEB 202		\$10,363.90			

Voucher(s): 1		Aged Totals:	Due	\$10,363.90	\$10,363.90	\$0.00	\$0.00	\$0.00
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Vendor ID: 3940 **Name:** TITAN MACHINERY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	19253207	INV	2/14/2024	2/14/2024	\$3,366.20	BOLT & WASHER, SCRAPER,		\$3,366.20			
	19277431	INV	2/27/2024	2/27/2024	\$630.71	FUEL FILTERS, SAFETY CART		\$630.71			

Voucher(s): 2		Aged Totals:	Due	\$3,996.91	\$3,996.91	\$0.00	\$0.00	\$0.00
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Vendor ID: 9806 **Name:** TYLER TECHNOLOGIES, INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	020-150084	INV	2/29/2024	2/29/2024	\$110.87	PAYMENT PROCESSING SVR		\$110.87			

Voucher(s): 1		Aged Totals:	Due	\$110.87	\$110.87	\$0.00	\$0.00	\$0.00
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Vendor ID: 5933 **Name:** VISION WEST ND **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
	2840	INV	3/10/2024	3/10/2024	\$1,600.00	VISION WEST ND MEMERSHIF		\$1,600.00			

Voucher(s): 1		Aged Totals:	Due	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 9815 **Name:** WAGEWORKS, INC. **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0224-TR116172	INV	2/29/2024	2/29/2024	\$128.40	FEB COBRA		\$128.40			

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

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	HEALTH INS PREMI INV	INV	1/15/2024	1/15/2024	\$362.91	OPEB INSURANCE PREMIUM			\$362.91		

							Due					
Voucher(s): 1							Aged Totals:	\$362.91	\$0.00	\$362.91	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	342301	INV	2/23/2024	2/23/2024	\$604.20	PROPANE		\$604.20			

							Due					
Voucher(s): 1							Aged Totals:	\$604.20	\$604.20	\$0.00	\$0.00	\$0.00

Vendor ID: 6324 **Name:** WEX HEALTH INC **Class ID:** **FED TAX CLAS:** C CORP EXEMPT 5

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0001904301	INV	2/29/2024	2/29/2024	\$902.00	FSA MONTHLY		\$902.00			

							Due					
Voucher(s): 1							Aged Totals:	\$902.00	\$902.00	\$0.00	\$0.00	\$0.00

Vendor ID: 1595 **Name:** WHITE CAP, LP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50025677955	INV	2/29/2024	2/29/2024	\$803.88	4-3/4" WIDE HUB CARBIDE CU		\$803.88			

							Due					
Voucher(s): 1							Aged Totals:	\$803.88	\$803.88	\$0.00	\$0.00	\$0.00

		<u>Vendors</u>	<u>Due</u>	<u>Current Period</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 and Over</u>
Vendor Totals:		126	\$380,522.20	\$357,677.18	\$18,138.47	\$4,606.55	\$100.00

Please Approve the following Manual Checks

CK#126878	FIREHOUSE INNOVATIONS LI	\$ 12,435.00
CK#126890	IDEMIA	\$ 5,528.00
CK#126912	JANSSEN NAMYNIUK	\$ 153.00
CK#126924	POST BOARD	\$ 345.00
CK#126943	SOUTHWEST WATER	\$ 365,502.96
CK#126962	DCI CREDIT SERVICES INC	\$ 96.86
CK#126963	MESSERLI & KRAMER P.A.	\$ 248.82
WIRE TRANSFER	ELI YOUNG BAND DEPOSIT	\$ 20,000.00
WIRE TRANSFER	WARRANT BAND DEPOSIT	\$ 17,500.00
CB03182024	COMMERCE BANK CREDIT CARD	\$ 30,343.50

ABM Printer Contracts

Renewals:

- PSC Police Administration Shared
 - Reduced Overall Size: -\$100 Per Month
- Public Works Administration
 - Renewal Cost: +\$40 Per Month to add Dual Sided Scanning
- Yearly Change: ~\$720

New:

- PSC Police Administrative Assistant
 - Monthly Cost: \$60 Per Month
- Museum Large Format Printer Support
 - Yearly Cost: \$527 for Maintenance
 - Supplies are Not Included in Contract
- Yearly Cost: ~\$1,250



Overall Yearly Cost Change: + \$5

Service Agreement

Order #: 14669	Order Date: 03/08/2024	Sales Representative: Mike Knuth
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Ship To	
City of Dickinson Museum	
188 Museum Dr E	
Dickinson, ND 58601	
Meter Contact:	Robert Fuhrman
Phone:	701/456-7063
Email:	robert.fuhrman@dickinsongov.com

Bill To	
City of Dickinson	
38 1st St W	
Dickinson, ND 58601	
Contact:	Aaron Meyer
Phone:	(701) 456-6225
Email:	aaron.meyer@dickinsongov.com

Term	Base Rate	Start Date	End Date	Base Billing Cycle	Overage Billing Cycle
12 months	\$527	04/01/2024	04/01/2029	annually	annually

Make, Model	Serial #	EQJD #	Base Rate	Beginning Meter Reading		Image Allowance		Overages Billed	
				B & W	Color	B & W	Color	B & W	Color
Canon imagePROGRAF PRO-6600 Printer			\$527.00			1	1	\$0.00	

If wide-format, billing is per Square foot / Linear Foot

FSMA - FSMA - Full Service Maintenance Agreement. Provides support for all equipment listed on this agreement, trip charges, inspections, on-call repair service, all parts (including drum). EXCLUDES - all supplies. (toner, ink, developer, staples and masters) and support for Networked print /scan / fax utilities.

Add Network Support to your maintenance contract for \$per month Yes No Customers initials _____

Additional Comments

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance			Dealer Representative	
Authorized Signature / Date	Print Name	Title	Signature	Date

Terms and Conditions

Section 3. Item A.

Warranties

There are no warranties, express or implied including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

Title

Title to merchandise is to remain vested in Advanced Business Methods (referred to as ABM) until the full purchase price thereof shall have been paid. Failure to pay the purchase price of merchandise when due shall give ABM the right without liability to repossess that merchandise with or without notice and to avail itself of any legal remedy.

Maintenance Services

During the terms of this contract ABM agrees to maintain the equipment stated above in good operating condition. ABM shall provide parts and labor necessary to maintain equipment which has become unserviceable due to normal usage. All parts replaced will be furnished on an exchange basis. Maintenance services will be provided during regular business hours (8:00a.m to 5:00 p.m.) Monday through Friday, except holidays. If service is provided at Customer's request, not during regular business hours, the Customer agrees to pay for such services at ABM's then applicable rates and terms. Preventative maintenance will be performed at times and intervals to be specified by ABM. Additionally, on call or emergency service will be provided following Customer notification that the equipment is inoperative. Preventative maintenance may be performed in conjunction with regular emergency service calls.

Service Limitations

Maintenance services provided by ABM under this agreement do not include the following:

Repairs or damage resulting from accident, transportation, neglect, misuse, failure or fluctuation of electrical power, telephone equipment or communication lines failure, or environmental conditions. Catastrophic or causes external to the equipment such as, but not limited to, accident, fire and water damage.

Installing or moving equipment, devices, or accessories, or performing services connected with the relocation of equipment. ABM will not be obligated to perform continued service if equipment is moved from its original location or reinstalled without prior consent from ABM.

Repairs made necessary because of the service that was provided by persons other than ABM representatives.

Replacement of parts required by other than normal wear and tear, i.e. exit trays, copy cabinet, removable cassettes, exposure glass, or other breakable items that are not related to the mechanical or electrical operation of the equipment. Repairs or service calls resulting from accessories or consumables not provided or approved by ABM.

Support Service Limitations

This maintenance agreement does not extend to software, network printing, scanning or any external interface equipment. The purchaser will be solely responsible for obtaining, installing and maintaining all required non-equipment related software, programming, design or coding. If service is provided at Customer's request, the Customer agrees to pay for such support services at then current rate.

Reconditioning

Rebuilding or major overhauls are not covered by this agreement. ABM, in its sole discretion May determine that age factors of the equipment are beyond the normal scope of this Service Agreement. As a result, ABM will submit to the Customer an estimate for repairs and reconditioning. These costs are not covered by this agreement. If the Customer does not authorize such reconditioning, then ABM may at its option (i) discontinue this agreement and Refund any unused portion or (ii) refuse to renew this agreement upon expiration. Thereafter, Services will be available on an on-call basis at the then current rate.

Charges

The minimum charges will be invoiced monthly, quarterly, semi-annually, or annually based upon the billing cycle specified. All maintenance amounts will be payable by the Customer in advance with the excess rate per copy charges billed in arrears. ABM may adjust any charges from time to time to correspond to the then current rate. Charges for any equipment added to this agreement will be at the then current rate.

Term

This agreement is effective from commencement date and shall automatically renew annually at the then current rate unless canceled in writing 60 days prior to the expiration of this agreement. ABM may terminate this agreement upon written notice prior to any renewals.

Customer Responsibilities

The Customer will provide reasonable facilities such as but not limited to, adequate working space including heat, light and electrical power outlets. If equipment has remote capabilities, the Customer will provide telephone or necessary communication lines. The Customer will provide a key operator for the equipment and make available operators for instruction in use and care of the equipment. All supplies for use with the equipment must meet with the manufacturer's specifications.

Meter Readings

The customer is allowed the number of copies/scans as provided by the annual copy allowance. In the event that the actual copies/scans exceed the allowance, the customer agrees to pay an additional amount equal to the excess copies times the excess rate per copy. The Customer further agrees to provide ABM true and accurate meter readings as requested. If meter readings are not provided on a timely basis, ABM reserves the right to estimate meter readings based upon previous reading.

Flat-Rate

Rates for any flat-rate agreements that do not require the capture, reporting and billing of device. Meters are calculated off of customers previous usage history and may be revised during the term of the agreement if necessitated by an unusual increase in overall usage

Limitations of Liability

In providing maintenance, ABM does not assure uninterrupted operation of the equipment and is not responsible for failure to render services due to causes beyond its control.

ABM's liability to the Customer for damages from any cause whatsoever and regardless of the form of action, whether in contract or in tort, including negligence, shall not exceed the charges paid or payable for one year of maintenance that is the subject matter of or is directly related to cause of action. Such charges will be those in effect when the cause of action arose. If either party defaults in its obligations under this agreement and the default continue for 30 days after written notice thereof by the other party, this agreement may be terminated by the other party without prejudice to any other remedy.

Delivery

Delivery will be made in accordance with the established delivery schedules subject to any and all conditions beyond the control of ABM. Freight charges will be added to invoice. Upon expiration of agreement, net supply quantities due will automatically be shipped and invoiced.

Taxes

Customer agrees to pay all applicable taxes that may be measured by the prices herein or the products use, as well as file personal property reports and pay personal property taxes covering products ordered by Customer.

Late Charges & Default

Customer agrees to pay late payment charge with respect to each invoice or portion thereof in default more than thirty (30) days from date of invoice, computed monthly at the maximum rate allowed by state law. Should Customer fail to make payment within thirty (30) days of its due date or should Customer be or become insolvent or be a party to any bankruptcy or receivership proceeding prior to the full payment hereunder, ABM may, with or without written notification to Customer, declare and demand the entire unpaid balance immediately due and payable. ABM's right to the purchase price is in addition to all other remedies provided by law or equity. Customer agrees to pay all applicable costs and reasonable attorney fees to the extent permitted by law for the collection of payments due under this Agreement.

Limits of Liability

In no event will ABM be liable for any loss of data, lost profits or any other special, indirect, or consequential damages, or for any claim against the Customer by any other party.

Assignment

Without the prior written consent of ABM, the Customer may not assign this agreement. Any attempt to assign any of the rights or obligations of this agreement without such consent is void.

Early Termination Charges

In the event cancellation notice is not received in writing 60 days prior to the term of this agreement as described above in term paragraph, an early termination charge of 3 x monthly average billings (actual annual charges divided by 12) will be billed.

Entire Agreement

This agreement constitutes the entire agreement between the Customer and ABM, and supersedes any previous agreements between the Customer and ABM.

Customer Initials



Advanced Business Methods Equipment Lease and Maintenance Agreement

Number:

Lessee: (full legal name) City of Dickinson			Lessor: Advanced Business Methods		
Address: 38 1 st St W			Address: 2674 Sims St Suite A		
City Dickinson	State: ND	Zip Code: 58601	City: Dickinson	State: ND	Zip Code: 58601
Telephone: 701/456-7744	Contact Person: Aaron Meyer	e-mail Address: aaron.meyer@dickinsongov.com	Salesperson: Mike Knuth	Reference:	PO Number:

Equipment Location Name: (if other than above) City of Dickinson Police Department			Telephone:		
Equipment Location Address: 2475 State Ave. North		City: Dickinson	State: ND	Zip Code: 58601	
Contact Person: Darnyl Malkowski		Contact e-mail Address: Darnyl.malkowski@dickinsongov.com			

Description of Lease Equipment and Accessories

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
Ricoh IM370F-RS	<input type="checkbox"/>			1000		0.01282	
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						

Add Network Support to your maintenance contract for \$per month Yes No Customers initials _____

METER FREQUENCY: **monthly** COMMENCEMENT DATE: PURCHASE OPTION: _____
 TERM IN MONTHS: MONTHLY BASE PAYMENT AMOUNT: n/a (*PLUS TAX)

Special Installation Instructions:
 Adding to Combined Service Contract C119438-01
 New Placement Darnyl's Office

Equipment Maintenance Service
 USMA - Ultimate Service Maintenance Agreement: Provides support for all equipment listed on this agreement, including trip charges, inspections, on-call repair service, all parts and supplies. (Excludes Networking support and paper)
Note: Equipment Maintenance Services listed above are for the equipment listed on this page. See Schedule A for additional units and Maintenance Service types.

1. Agreement
 The Lessee (Lessee or you) wants the Lessor (Lessor, we or Advanced Business Methods) to pay for the equipment listed above or listed on the Equipment Schedule A (together with all accessories, attachments, replacements, substitutions referred to therein as the Equipment) and the Lessee agrees pay the amounts payable under this agreement. Further, the Lessee agrees that these terms and conditions are a complete and exclusive statement of this agreement, and that they supersede all prior oral or written negotiations.

2. Term
 The term of this Agreement shall become effective on the date that the Equipment is delivered to the Lessee, and shall continue through the term as specified above. The Lessee agrees that the Lessor may conduct a credit investigation, including the preparation of a credit investigative report. The Lessor shall have the right to cancel this Agreement if the Lessee's credit standing is not in accordance to Lessor standards. **THIS AGREEMENT CANNOT BE CANCELLED BY THE LESSEE FOR ANY REASON OTHER THAN AS SET FORTH IN THE TERMS BELOW.**

3. Payments
 Payments are exclusive of any tax and the first payment will begin on the date of installation, or any later date that we designate, and will continue for each billing period for the term of this agreement. If you have entered into a Maintenance Services relative to the Equipment listed on this Agreement or on the Equipment Schedule A, (i) Lessor will include the costs of maintenance and/or supplies as part of the Payment and Rate Amount. (ii) Such costs may be based on additional copy charges for copies in excess of the stated copy allowance listed on the Agreement. (iii) Payment and Rate amounts may be adjusted annually by the Lessor for such services. (iv) Lessee obligations under this Agreement (including without limitation to make complete and timely payments of all amounts due there under) are unconditional and notwithstanding any dispute regarding the equipment performance under the terms and conditions of this Agreement. If Lessee fails to pay when due any amount herein, Lessor shall assess a late charge, for the maximum permitted by applicable law after the expiration of any required grace period.

Additional Terms and Conditions continues on page 2

THIS AGREEMENT IS NON-CANCELLABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED OTHER THAN AS SET FORTH IN THE TERMS BELOW. PLEASE READ CAREFULLY BEFORE SIGNING.

The undersigned affirms that he/she is a duly authorized representative, officer, partner or proprietor of Lessee, understanding the terms and conditions contained herein and has the authority to execute this Agreement on its behalf.

Lessee: Customer Signature Lessor: Advanced Business Methods

By: _____ By: _____

Date: _____ Date: _____

Name: _____

Title: _____

4. PREPAYMENT

If permitted by the Lessor and if the Lessee is not in default in any obligation hereunder, at any time during the term, Lessee may prepay the Agreement by making all payments due for the remaining term, (Monthly average annual billings (X) remaining months), plus any unpaid charges (if any), subject to an additional prepayment fee equal to five percent (5%) of the total current fair market value of the equipment as determined by Lessor as the retail value of the equipment at the time of prepayment. When these payments have been fully paid, Lessee must surrender the equipment as described in Paragraph 19 at the end of the term, or earlier if agreed to in writing by Lessor and Lessee.

5. TRANSPORTATION AND DELIVERY

Placement, removal and any special rigging charges in effect on the date such tasks are performed shall be paid by the Lessee. These charges are applicable to machines and accessories. Lessor shall not be liable for direct, indirect, incidental or consequential damages, if for any reason Lessor fails to meet the requested delivery schedule.

6. INSTALLATION

The equipment shall be installed at the installation address shown on the face of this Agreement. The Lessee shall make available at that address a suitable place of installation, as specified by Lessor, with electrical service and space in accordance with UL requirements.

7. EQUIPMENT TITLE

The equipment is, and shall at all times be and remain the sole and exclusive property of the Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. All replacements, substitutions and repairs thereto, shall become a component part of the Equipment and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. Lessee will not remove any ownership identification tags on the Equipment or suffer or permit any lien or encumbrances of any kind against the Equipment or allow it to become fixtures to real estate.

8. SECURITY INTEREST

Lessor reserves and Lessee hereby grants to Lessor a security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereto, as well as any products and proceeds of the foregoing for the purposes of securing the payments due hereunder and all other promises and obligations of Lessee to Lessor arising under this Agreement. Lessee agrees to sign and execute at any time alone or with Lessor any financing statements or other documents which Lessor deems reasonably necessary to protect and continue security interest under this Agreement. Lessor is also granted an irrevocable power of attorney to execute such financing statements or other documents on Lessee's behalf. Lessee shall prevent and hold Lessor harmless against the assertions of interests of claims by third parties.

9. MAINTENANCE SERVICES

If Lessee has Maintenance Service provided under this Agreement, the Lessor or an agent assigned by Lessor, agrees to maintain the Equipment stated above in good operating condition. Lessor or its agent shall provide parts and labor necessary to maintain equipment which has become unserviceable due to normal use. Services will be provided during normal business hours (8:00am to 5:00pm) Monday through Friday, except holidays. If services are provided at Lessee's request, not during regular business hours, the Lessee agrees to pay for such services at Lessor's then current rate. LESSOR OR ITS AGENTS SHALL NOT BE REQUIRED TO PERFORM SERVICES OR PROVIDE PARTS OR SUPPLIES IF MAINTENANCE SERVICES ARE NOT INCLUDED IN THIS AGREEMENT AND IF SERVICES ARE REQUESTED, THE LESSEE AGREES TO PAY FOR SUCH SERVICES AT LESSOR'S CURRENT RATES.

10. LIMITS OF SERVICE AND LOCATION OF EQUIPMENT

Lessee shall use the Equipment in a careful and proper manner and shall not use or deal with the Equipment in any manner which is inconsistent with the terms of this Agreement or any applicable laws and regulations. The Equipment will not be misused, abused, wasted or allowed to deteriorate, except for ordinary wear and tear resulting from its intended use. Lessee agrees to pay for service calls resulting from accessories or consumables not provided by Lessor. Lessor shall have the right to inspect the Equipment at any reasonable time, wherever located. Lessor may mark the Equipment to conspicuously show that it has a security interest therein and Lessee shall place no conflicting marks or permit the Lessor mark to be removed or defaced. Lessee shall be responsible for loss or damage to Equipment. Lessee shall pay for any repairs or replacements made necessary by Lessee's intentional or negligent acts. The Equipment shall be kept at the installation address(es) and shall not be moved from that location without the prior written consent of Lessor. The Lessee shall be liable for all costs associated with the relocation requested by Lessee and approved by Lessor. These costs will include all applicable installation, removal and special rigging charges and charges for the time spent by a Technical Representative at the rates in effect at the time of relocation. This Agreement does not extend to software, networking printing, scanning or any external interface not provided by Lessor unless stated above. The Lessee will be solely responsible for obtaining, installing and maintaining all required non-equipment related software, programming, design or coding. If service is provided by Lessor, the Lessee agrees to pay for such support at the then current rate.

11. EXCESS CHARGES AND METER READINGS

The Lessee is allowed the number of pages, copies or scans (referred to as copy or copies) as provided by the Copy / Page Allowance. In the event that the actual copies used exceed the allowance, the Lessee agrees to pay an additional amount equal to the excess copies times the current adjusted excess charge rate in effect. The Lessee also agrees to provide the Lessor true and accurate meter readings as requested. If meter readings are not provided on a timely basis, the Lessor reserves the right to estimate the meter reading based upon previous readings.

12. INSURANCE

Lessee assumes the entire risk of loss from hazard and no such loss shall relieve Lessee of its obligations hereunder. Only to the extent allowed by North Dakota law, Lessee agrees to and does hereby indemnify and hold Lessor harmless from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the equipment during the term of this Agreement and while said equipment is in possession of the Lessee. Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then current value of said equipment, whichever is higher, and including the liability of Lessor for public liability and property damage; and Lessor may, but shall not be obligated to, insure said property at expense of Lessee. Where applicable, all claims against Lessee by Lessor shall be subrogated under the proceeds of those insurance policies and Lessor shall be given first right of subrogation up to the then-current value of the equipment. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said property or the payment of obligations of Lessee hereunder at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on said equipment.

13. ALTERATIONS AND ATTACHMENTS

Lessee shall not make any alterations, additions, attachments or improvements to the Equipment without the prior written consent of Lessor. All additions, alterations, attachments or improvements of whatsoever kind or nature which become permanently attached to the Equipment shall belong to and become the property of Lessor.

14. WARRANTY

Lessor warrants that when installed the Equipment will be in good operating condition. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY LESSOR AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Flat-Rate

Rates for any flat-rate agreements that do not require the capture, reporting and billing of device meters are calculated off of customers' previous usage history and may be revised during the term of the Agreement if necessitated by an unusual increase in overall usage.

16. LIMITATION OF REMEDIES AND DAMAGES

LESSOR'S SOLE AND EXCLUSIVE LIABILITY UNDER THE WARRANTY PARAGRAPH 14 UNDER ANY SERVICE OBLIGATION ASSUMED BY ANY PROVISION OF THIS AGREEMENT SHALL BE TO MAKE ANY ADJUSTMENTS, REPAIRS AND REPLACEMENTS TO MAINTAIN THE EQUIPMENT IN GOOD OPERATING CONDITION IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, MAINTENANCE, OR USE OF ANY ITEM OF EQUIPMENT OR SERVICES PROVIDED FOR IN THIS LEASE, OR FOR ANY TORTIOUS CONDUCT RESULTING THEREFROM.

17. FORCE MAJEURE

Lessee is excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part caused by the occurrence of any contingency beyond the control of Lessor including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, accident, explosion, flood, storm, acts of God, pandemic, epidemic, and similar occurrences.

18. BREACH OR DEFAULT

(A) If Lessee does not pay the lease rent payments due hereunder or other amount required herein to be paid, breaches any of the terms or conditions of this Agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions or chapters of the Bankruptcy Act or Amendments thereto, makes an assignment for the benefit of creditors, calls a general meeting of the creditors, or attempts an informal arrangement or composition with creditors or if a receiver or any officer of a court is appointed to have control of any of the property, or if Lessor in its reasonable business discretion deems the Agreement to be in jeopardy, Lessor shall have the right to exercise any one or more of the following remedies in order to protect the interests and reasonable expected profits and bargains of Lessor.

(i) Terminate this Agreement in whole or in part; (ii) declare the remaining amount of the unpaid payments plus unpaid charges to be immediately due and payable; (iii) take possession of any or all items of Equipment, wherever the same may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such taking of possession and declare the entire amount of the unpaid payments and any unpaid charges to be immediately due and payable; (iv) enter upon the premises, where the Equipment may be and render the Equipment unusable, and remove, sell, rent, lease or otherwise dispose of the Equipment and from the proceeds retain all sums due under the terms of this Agreement as well as all costs and expenses relating to the enforcement or preservation of its rights hereunder including but not limited to reasonable attorney's fees; (v) and pursue any other remedies existing at law or in equity; and/or (vi) Lessor shall have all of the rights and remedies of a secured party upon default under the Uniform Commercial Code or any similar law as enacted in the state where the Equipment is located. (B) Notwithstanding any repossession of Equipment or any other action set forth above, which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. (C) In the event of default by Lessee, Lessor may require Lessee to assemble the Equipment and make it available to Lessor at a place and time convenient to Lessor. (D) Lessee agrees to pay Lessor all costs and expenses including reasonable attorney's fees incurred by Lessor in exercising any of its rights or remedies. (E) No delay or failure of Lessor to exercise any right or remedy will operate as a waiver of such right or remedy. (F) No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy provided hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time, but Lessor shall not be entitled to recover a greater amount in damages that Lessor could have gained by receipt of Lessee's full, timely and complete performance of its obligations pursuant to the terms of this Agreement plus late charges under Paragraph 3, and all costs and expenses including reasonable attorney's fees incurred by Lessor in exercising any of its rights or remedies under this paragraph.

19. SURRENDER

Upon expiration of term or Prepayment of this Agreement as described under Paragraph 4, or upon demand made by Lessor pursuant to Paragraph 18 hereof, the Lessee shall return the Equipment and all Accessories prepaid and prepaid insured in "Average Saleable Condition", to a place and in a manner designated by Lessor. "Average Saleable Condition" means the Equipment is immediately available for use by another lessee without need for repair. If repair and/or replacement of missing and/or damaged Equipment is required, Lessee agrees to pay for such replacement or repairs. Should Lessee fail to return or surrender the Equipment at the end of this term, Lessee agrees to an Annual Renewal of this agreement until the Equipment and all Accessories are received and accepted by Lessor and or its agent.

20. ASSIGNMENT

Without the prior written consent of Lessor, the Lessee shall not (i) assign, transfer, pledge or hypothecate this Agreement, the Equipment or any part thereof, or any interest therein or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this Agreement or Equipment in whole or in part without notice to Lessee. Lessee will assert any claim or defenses it may have against Lessor and not against any such assignee.

21. TAXES

Lessee shall pay all sales, use, privilege, excise or other taxes or assessments, however designated, imposed or levied with respect to the Equipment or its use, exclusive however, of personal property taxes.

22. OPTION TO UPGRADE, PURCHASE AND RENEW

Upon provision of written notice by Lessee to Lessor at least sixty (60) days prior to the end of the term of this Agreement and provided the Lessee is not in default of payments herein, the Lessor grants Lessee the option to (A) Upgrade the equipment at any time during the course of the original term; (B) Purchase and transfer title of all (not part) of the Equipment at the expiration of the term of this Agreement for fair market value which is the suggested list price at the end of the term, payable in cash to Lessor or its Assignee, AS IS, WHERE IS WITH NO EXPRESS OR IMPLIED WARRANTY. If Lessee chooses not to pursue the Option to Upgrade or Purchase pursuant to Paragraph 18 then, renewal of this Agreement will be automatic, and will be on an annual term, unless Lessee delivers to Lessor written notice at least sixty (60) days prior to the expiration of the term of Lessee's intent not to Upgrade, Purchase or Renew.

23. GENERAL

If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. This Agreement will be governed and construed according to the domestic laws of the State of North Dakota. Notice shall be effective if delivered or mailed by registered or certified mail, postage prepaid to Lessor as set forth on the face of this Agreement or at such address as Lessor may notify the Lessee from time to time. This Agreement shall become effective only after execution by Lessor and Lessee in the places provided on the face of this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding. In the event any conflict between the provisions of this Agreement and the provisions of any schedule, the provisions of this Agreement shall control. Both parties agree that a facsimile copy of this Agreement shall have the same force and effect of the original. This constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes all previous communications, representations or agreements, either oral or written, with respect to the subject matter hereof. There are no covenants or conditions between the parties except as set forth in this Agreement.

Section 3. Item A.

Customer Initials: _____



Advanced Business Methods Equipment Lease and Maintenance Agreement

Section 3. Item A.

Number: _____

Lessee: (full legal name) City of Dickinson			Lessor: Advanced Business Methods		
Address: 38 1st St W			Address: 2674 Sims St Suite A		
City Dickinson	State: ND	Zip Code: 58601	City: Dickinson	State: ND	Zip Code: 58601
Telephone: 701/456-7744	Contact Person: Aaron Meyer	e-mail Address: aaron.meyer@dickinsongov.com	Salesperson: Mike Knuth	Reference:	PO Number:

Equipment Location Name: (if other than above) City of Dickinson Police Department			Telephone:		
Equipment Location Address: 2475 State Ave. North		City: Dickinson	State: ND	Zip Code: 58601	
Contact Person: Darnyl Malkowski		Contact e-mail Address: Darnyl.malkowski@dickinsongov.com			

Description of Lease Equipment and Accessories

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
Ricoh IMC300F-RS	<input type="checkbox"/>			1,990	1,387	0.01282	0.07391
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						

Add Network Support to your maintenance contract for \$per month Yes No Customers initials _____

METER FREQUENCY: monthly	COMMENCEMENT DATE:	PURCHASE OPTION:
TERM IN MONTHS:	MONTHLY BASE PAYMENT AMOUNT: <u>n/a</u>	(*PLUS TAX)

Special Installation Instructions:
 Adding to Combined Service Contract C119438-01
 Replacing Police Admin MP C3504ex ID 9479-4

Equipment Maintenance Service
 USMA - Ultimate Service Maintenance Agreement: Provides support for all equipment listed on this agreement, including trip charges, inspections, on-call repair service, all parts and supplies, (Excludes Networking support and paper)
Note: Equipment Maintenance Services listed above are for the equipment listed on this page. See Schedule A for additional units and Maintenance Service types.

1. Agreement
 The Lessee (Lessee or you) wants the Lessor (Lessor, we or Advanced Business Methods) to pay for the equipment listed above or listed on the Equipment Schedule A (together with all accessories, attachments, replacements, substitutions referred to therein as the Equipment) and the Lessee agrees pay the amounts payable under this agreement. Further, the Lessee agrees that these terms and conditions are a complete and exclusive statement of this agreement, and that they supersede all prior oral or written negotiations.

2. Term
 The term of this Agreement shall become effective on the date that the Equipment is delivered to the Lessee, and shall continue through the term as specified above. The Lessee agrees that the Lessor may conduct a credit investigation, including the preparation of a credit investigative report. The Lessor shall have the right to cancel this Agreement if the Lessee's credit standing is not in accordance to Lessor standards. **THIS AGREEMENT CANNOT BE CANCELLED BY THE LESSEE FOR ANY REASON OTHER THAN AS SET FORTH IN THE TERMS BELOW.**

3. Payments
 Payments are exclusive of any tax and the first payment will begin on the date of installation, or any later date that we designate, and will continue for each billing period for the term of this agreement. If you have entered into a Maintenance Services relative to the Equipment listed on this Agreement or on the Equipment Schedule A, (i) Lessor will include the costs of maintenance and/or supplies as part of the Payment and Rate Amount. (ii) Such costs may be based on additional copy charges for copies in excess of the stated copy allowance listed on the Agreement. (iii) Payment and Rate amounts may be adjusted annually by the Lessor for such services. (iv) Lessee obligations under this Agreement (including without limitation to make complete and timely payments of all amounts due there under) are unconditional and notwithstanding any dispute regarding the equipment performance under the terms and conditions of this Agreement. If Lessee fails to pay when due any amount herein, Lessor shall assess a late charge, for the maximum permitted by applicable law after the expiration of any required grace period.

Additional Terms and Conditions continues on page 2

THIS AGREEMENT IS NON-CANCELLABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED OTHER THAN AS SET FORTH IN THE TERMS BELOW. PLEASE READ CAREFULLY BEFORE SIGNING.

The undersigned affirms that he/she is a duly authorized representative, officer, partner or proprietor of Lessee, understanding the terms and conditions contained herein and has the authority to execute this Agreement on its behalf.

Lessee: <u>Customer Signature</u>	Lessor: <u>Advanced Business Methods</u>
By: _____	By: _____
Date: _____	Date: _____
Name: _____	
Title: _____	

4. PREPAYMENT

If permitted by the Lessor and if the Lessee is not in default in any obligation hereunder, at any time during the term, Lessee may prepay the Agreement by making all payments due for the remaining term, (Monthly average annual billings (X) remaining months), plus any unpaid charges (if any), subject to an additional prepayment fee equal to five percent (5%) of the total current fair market value of the equipment as determined by Lessor as the retail value of the equipment at the time of prepayment. When these payments have been fully paid, Lessee must surrender the equipment as described in Paragraph 19 at the end of the term, or earlier if agreed to in writing by Lessor and Lessee.

5. TRANSPORTATION AND DELIVERY

Placement, removal and any special rigging charges in effect on the date such tasks are performed shall be paid by the Lessee. These charges are applicable to machines and accessories. Lessor shall not be liable for direct, indirect, incidental or consequential damages, if for any reason Lessor fails to meet the requested delivery schedule.

6. INSTALLATION

The equipment shall be installed at the installation address shown on the face of this Agreement. The Lessee shall make available at that address a suitable place of installation, as specified by Lessor, with electrical service and space in accordance with UL requirements.

7. EQUIPMENT TITLE

The equipment is, and shall at all times be and remain the sole and exclusive property of the Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. All replacements, substitutions and repairs thereto, shall become a component part of the Equipment and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. Lessee will not remove any ownership identification tags on the Equipment or suffer or permit any lien or encumbrances of any kind against the Equipment or allow it to become fixtures to real estate.

8. SECURITY INTEREST

Lessor reserves and Lessee hereby grants to Lessor a security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereto, as well as any products and proceeds of the foregoing for the purposes of securing the payments due hereunder and all other promises and obligations of Lessee to Lessor arising under this Agreement. Lessee agrees to sign and execute at any time alone or with Lessor any financing statements or other documents which Lessor deems reasonably necessary to protect and continue security interest under this Agreement. Lessor is also granted an irrevocable power of attorney to execute such financing statements or other documents on Lessee's behalf. Lessee shall prevent and hold Lessor harmless against the assertions of interests of claims by third parties.

9. MAINTENANCE SERVICES

If Lessee has Maintenance Service provided under this Agreement, the Lessor or an agent assigned by Lessor, agrees to maintain the Equipment stated above in good operating condition. Lessor or its agent shall provide parts and labor necessary to maintain equipment which has become unserviceable due to normal use. Services will be provided during normal business hours (8:00am to 5:00pm) Monday through Friday, except holidays. If services are provided at Lessee's request, not during regular business hours, the Lessee agrees to pay for such services at Lessor's then current rate. LESSOR OR ITS AGENTS SHALL NOT BE REQUIRED TO PERFORM SERVICES OR PROVIDE PARTS OR SUPPLIES IF MAINTENANCE SERVICES ARE NOT INCLUDED IN THIS AGREEMENT AND IF SERVICES ARE REQUESTED, THE LESSEE AGREES TO PAY FOR SUCH SERVICES AT LESSOR'S CURRENT RATES.

10. LIMITS OF SERVICE AND LOCATION OF EQUIPMENT

Lessee shall use the Equipment in a careful and proper manner and shall not use or deal with the Equipment in any manner which is inconsistent with the terms of this Agreement or any applicable laws and regulations. The Equipment will not be misused, abused, wasted or allowed to deteriorate, except for ordinary wear and tear resulting from its intended use. Lessee agrees to pay for service calls resulting from accessories or consumables not provided by Lessor. Lessor shall have the right to inspect the Equipment at any reasonable time, wherever located. Lessor may mark the Equipment to conspicuously show that it has a security interest therein and Lessee shall place no conflicting marks or permit the Lessor mark to be removed or defaced. Lessee shall be responsible for loss or damage to Equipment. Lessee shall pay for any repairs or replacements made necessary by Lessee's intentional or negligent acts. The Equipment shall be kept at the installation address(es) and shall not be moved from that location without the prior written consent of Lessor. The Lessee shall be liable for all costs associated with the relocation requested by Lessee and approved by Lessor. These costs will include all applicable installation, removal and special rigging charges and charges for the time spent by a Technical Representative at the rates in effect at the time of relocation. This Agreement does not extend to software, networking printing, scanning or any external interface not provided by Lessor unless stated above. The Lessee will be solely responsible for obtaining, installing and maintaining all required non-equipment related software, programming, design or coding. If service is provided by Lessor, the Lessee agrees to pay for such support at the then current rate.

11. EXCESS CHARGES AND METER READINGS

The Lessee is allowed the number of pages, copies or scans (referred to as copy or copies) as provided by the Copy / Page Allowance. In the event that the actual copies used exceed the allowance, the Lessee agrees to pay an additional amount equal to the excess copies times the current adjusted excess charge rate in effect. The Lessee also agrees to provide the Lessor true and accurate meter readings as requested. If meter readings are not provided on a timely basis, the Lessor reserves the right to estimate the meter reading based upon previous readings.

12. INSURANCE

Lessee assumes the entire risk of loss from hazard and no such loss shall relieve Lessee of its obligations hereunder. Only to the extent allowed by North Dakota law, Lessee agrees to and does hereby indemnify and hold Lessor harmless from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the equipment during the term of this Agreement and while said equipment is in possession of the Lessee. Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then current value of said equipment, whichever is higher, and including the liability of Lessor for public liability and property damage; and Lessor may, but shall not be obligated to, insure said property at expense of Lessee. Where applicable, all claims against Lessee by Lessor shall be subrogated under the proceeds of those insurance policies and Lessor shall be given first right of subrogation up to the then-current value of the equipment. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said property or the payment of obligations of Lessee hereunder at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on said equipment.

13. ALTERATIONS AND ATTACHMENTS

Lessee shall not make any alterations, additions, attachments or improvements to the Equipment without the prior written consent of Lessor. All additions, alterations, attachments or improvements of whatsoever kind or nature which become permanently attached to the Equipment shall belong to and become the property of Lessor.

14. WARRANTY

Lessor warrants that when installed the Equipment will be in good operating condition. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY LESSOR AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Flat-Rate

Rates for any flat-rate agreements that do not require the capture, reporting and billing of device meters are calculated off of customers' previous usage history and may be revised during the term of the Agreement if necessitated by an unusual increase in overall usage.

16. LIMITATION OF REMEDIES AND DAMAGES

LESSOR'S SOLE AND EXCLUSIVE LIABILITY UNDER THE WARRANTY PARAGRAPH 14 UNDER ANY SERVICE OBLIGATION ASSUMED BY ANY PROVISION OF THIS AGREEMENT SHALL BE TO ADJUSTMENTS, REPAIRS AND REPLACEMENTS TO MAINTAIN THE EQUIPMENT IN GOOD OPERATING CONDITION IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, MAINTENANCE, OR USE OF ANY ITEM OF EQUIPMENT OR SERVICES PROVIDED FOR IN THIS LEASE, OR FOR ANY TORTIOUS CONDUCT RESULTING THEREFROM.

Section 3. Item A.

17. FORCE MAJEURE

LESSEE is excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part caused by the occurrence of any contingency beyond the control of Lessor including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, accident, explosion, flood, storm, acts of God, pandemic, epidemic, and similar occurrences.

18. BREACH OR DEFAULT

(A) If Lessee does not pay the lease rent payments due hereunder or other amount required herein to be paid, breaches any of the terms or conditions of this Agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions or chapters of the Bankruptcy Act or Amendments thereto, makes an assignment for the benefit of creditors, calls a general meeting of the creditors, or attempts an informal arrangement or composition with creditors or if a receiver or any officer of a court is appointed to have control of any of the property, or if Lessor in its reasonable business discretion deems the Agreement to be in jeopardy, Lessor shall have the right to exercise any one or more of the following remedies in order to protect the interests and reasonable expected profits and bargains of Lessor.

(i) Terminate this Agreement in whole or in part; (ii) declare the remaining amount of the unpaid payments plus unpaid charges to be immediately due and payable; (iii) take possession of any or all items of Equipment, wherever the same may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such taking of possession and declare the entire amount of the unpaid payments and any unpaid charges to be immediately due and payable; (iv) enter upon the premises, where the Equipment may be and render the Equipment unusable, and remove, sell, lease or otherwise dispose of the Equipment and from the proceeds retain all sums due under the terms of this Agreement as well as all costs and expenses relating to the enforcement or preservation of its rights hereunder including but not limited to reasonable attorney's fees; (v) and pursue any other remedies existing at law or in equity; and/or (vi) Lessor shall have all of the rights and remedies of a secured party upon default under the Uniform Commercial Code or any similar law as enacted in the state where the Equipment is located. (B) Notwithstanding any repossession of Equipment or any other action set forth above, which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. (C) In the event of default by Lessee, Lessor may require Lessee to assemble the Equipment and make it available to Lessor at a place and time convenient to Lessor. (D) Lessee agrees to pay Lessor all costs and expenses including reasonable attorney's fees incurred by Lessor in exercising any of its rights or remedies. (E) No delay or failure of Lessor to exercise any right or remedy will operate as a waiver of such right or remedy. (F) No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy provided hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time, but Lessor shall not be entitled to recover a greater amount in damages that Lessor could have gained by receipt of Lessee's full, timely and complete performance of its obligations pursuant to the terms of this Agreement plus late charges under Paragraph 3, and all costs and expenses including reasonable attorney's fees incurred by Lessor in exercising any of its rights or remedies under this paragraph.

19. SURRENDER

Upon expiration of term or Prepayment of this Agreement as described under Paragraph 4, or upon demand made by Lessor pursuant to Paragraph 18 hereof, the Lessee shall return the Equipment and all Accessories prepaid and prepaid insured in "Average Saleable Condition", to a place and in a manner designated by Lessor. "Average Saleable Condition" means the Equipment is immediately available for use by another lessee without need for repair. If repair and/or replacement of missing and/or damaged Equipment is required, Lessee agrees to pay for such replacement or repairs. Should Lessee fail to return or surrender the Equipment at the end of this term, Lessee agrees to an Annual Renewal of this agreement until the Equipment and all Accessories are received and accepted by Lessor and or its agent.

20. ASSIGNMENT

Without the prior written consent of Lessor, the Lessee shall not (i) assign, transfer, pledge or hypothecate this Agreement, the Equipment or any part thereof, or any interest therein or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this Agreement or Equipment in whole or in part without notice to Lessee. Lessee will assert any claim or defenses it may have against Lessor and not against any such assignee.

21. TAXES

Lessee shall pay all sales, use, privilege, excise or other taxes or assessments, however designated, imposed or levied with respect to the Equipment or its use, exclusive however, of personal property taxes.

22. OPTION TO UPGRADE, PURCHASE AND RENEW

Upon provision of written notice by Lessee to Lessor at least sixty (60) days prior to the end of the term of this Agreement and provided the Lessee is not in default of payments herein, the Lessor grants Lessee the option to (A) Upgrade the equipment at any time during the course of the original term; (B) Purchase and transfer title of all (not part) of the Equipment at the expiration of the term of this Agreement for fair market value which is the suggested list price at the end of the term, payable in cash to Lessor or its Assignee, AS IS, WHERE IS WITH NO EXPRESS OR IMPLIED WARRANTY. If Lessee chooses not to pursue the Option to Upgrade or Purchase pursuant to Paragraph 18 then, renewal of this Agreement will be automatic, and will be on an annual term, unless Lessee delivers to Lessor written notice at least sixty (60) days prior to the expiration of the term of Lessee's intent not to Upgrade, Purchase or Renew.

23. GENERAL

If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. This Agreement will be governed and construed according to the domestic laws of the State of North Dakota. Notice shall be effective if delivered or mailed by registered or certified mail, postage prepaid to Lessor as set forth on the face of this Agreement or at such address as Lessor may notify the Lessee from time to time. This Agreement shall become effective only after execution by Lessor and Lessee in the places provided on the face of this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding. In the event any conflict between the provisions of this Agreement and the provisions of any schedule, the provisions of this Agreement shall control. Both parties agree that a facsimile copy of this Agreement shall have the same force and effect of the original. This constitutes the entire Agreement between the parties relating to the subject matter hereof and supercedes all previous communications, representations or agreements, either oral or written, with respect to the subject matter hereof. There are no covenants or conditions between the parties except as set forth in this Agreement.



Advanced Business Methods
Equipment Lease and Maintenance Agreement

Section 3. Item A.

Number:

Form containing Lessee and Lessor information, including names, addresses, phone numbers, and contact persons.

Description of Lease Equipment and Accessories

Table with columns: TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES; NOT FINANCED UNDER THIS AGREEMENT; BEGINNING METER READING (B&W, COLOR); MONTHLY IMAGE ALLOWANCE (B&W, COLOR); EXCESS PER IMAGE CHARGE (B&W, COLOR).

Add Network Support to your maintenance contract for \$per month Yes No Customers initials

METER FREQUENCY: monthly TERM IN MONTHS: COMMENCEMENT DATE: MONTHLY BASE PAYMENT AMOUNT: n/a PURCHASE OPTION: (*PLUS TAX)

Special Installation Instructions: Adding to Combined Service Contract C119438-01 Replacing Public Works IM C2500 ID 9735-2

Equipment Maintenance Service USMA - Ultimate Service Maintenance Agreement: Provides support for all equipment listed on this agreement, including trip charges, inspections, on-call repair service, all parts and supplies. (Excludes Networking support and paper) Note: Equipment Maintenance Services listed above are for the equipment listed on this page. See Schedule A for additional units and Maintenance Service types.

1. Agreement The Lessee (Lessee or you) wants the Lessor (Lessor, we or Advanced Business Methods) to pay for the equipment listed above... 2. Term The term of this Agreement shall become effective on the date that the Equipment is delivered to the Lessee... 3. Payments Payments are exclusive of any tax and the first payment will begin on the date of installation...

Additional Terms and Conditions continues on page 2

THIS AGREEMENT IS NON-CANCELLABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED OTHER THAN AS SET FORTH IN THE TERMS BELOW. PLEASE READ CAREFULLY BEFORE SIGNING.

The undersigned affirms that he/she is a duly authorized representative, officer, partner or proprietor of Lessee, understanding the terms and conditions contained herein and has the authority to execute this Agreement on its behalf.

Lessee: _____

Lessor: Advanced Business Methods

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Title: _____

4. PREPAYMENT

If permitted by the Lessor and if the Lessee is not in default in any obligation hereunder, at any time during the term, Lessee may prepay the Agreement by making all payments due for the remaining term, (Monthly Average annual billings (X) remaining months), plus any unpaid charges (if any), subject to an additional prepayment fee equal to five percent (5%) of the total current fair market value of the equipment as determined by Lessor as the retail value of the equipment at the time of prepayment. When these payments have been fully paid, Lessee must surrender the equipment as described in Paragraph 19 at the end of the term, or earlier if agreed to in writing by Lessor and Lessee.

5. TRANSPORTATION AND DELIVERY

Placement, removal and any special rigging charges in effect on the date such tasks are performed shall be paid by the Lessee. These charges are applicable to machines and accessories. Lessor shall not be liable for direct, indirect, incidental or consequential damages, if for any reason Lessor fails to meet the requested delivery schedule.

6. INSTALLATION

The equipment shall be installed at the installation address shown on the face of this Agreement. The Lessee shall make available at that address a suitable place of installation, as specified by Lessor, with electrical service and space in accordance with UL requirements.

7. EQUIPMENT TITLE

The equipment is, and shall at all times be and remain the sole and exclusive property of the Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. All replacements, substitutions and repairs thereto, shall become a component part of the Equipment and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. Lessee will not remove any ownership identification tags on the Equipment or suffer or permit any lien or encumbrances of any kind against the Equipment or allow it to become fixtures to real estate.

8. SECURITY INTEREST

Lessor reserves and Lessee hereby grants to Lessor a security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereto, as well as any products and proceeds of the foregoing for the purposes of securing the payments due hereunder and all other promises and obligations of Lessee to Lessor arising under this Agreement. Lessee agrees to sign and execute at any time alone or with Lessor any financing statements or other documents which Lessor deems reasonably necessary to protect and continue security interest under this Agreement. Lessor is also granted an irrevocable power of attorney to execute such financing statements or other documents on Lessee's behalf. Lessee shall prevent and hold Lessor harmless against the assertions of interests of claims by third parties.

9. MAINTENANCE SERVICES

If Lessee has Maintenance Service provided under this Agreement, the Lessor or an agent assigned by Lessor, agrees to maintain the Equipment stated above in good operating condition. Lessor or its agent shall provide parts and labor necessary to maintain equipment which has become unserviceable due to normal use. Services will be provided during normal business hours (8:00am to 5:00pm) Monday through Friday, except holidays. If services are provided at Lessee's request, not during regular business hours, the Lessee agrees to pay for such services at Lessor's then current rate. LESSOR OR ITS AGENTS SHALL NOT BE REQUIRED TO PERFORM SERVICES OR PROVIDE PARTS OR SUPPLIES IF MAINTENANCE SERVICES ARE NOT INCLUDED IN THIS AGREEMENT AND IF SERVICES ARE REQUESTED, THE LESSEE AGREES TO PAY FOR SUCH SERVICES AT LESSOR'S CURRENT RATES.

10. LIMITS OF SERVICE AND LOCATION OF EQUIPMENT

Lessee shall use the Equipment in a careful and proper manner and shall not use or deal with the Equipment in any manner which is inconsistent with the terms of this Agreement or any applicable laws and regulations. The Equipment will not be misused, abused, wasted or allowed to deteriorate, except for ordinary wear and tear resulting from its intended use. Lessee agrees to pay for service calls resulting from accessories or consumables not provided by Lessor. Lessor shall have the right to inspect the Equipment at any reasonable time, wherever located. Lessor may mark the Equipment to conspicuously show that it has a security interest therein and Lessee shall place no conflicting marks or permit the Lessor mark to be removed or defaced. Lessee shall be responsible for loss or damage to Equipment. Lessee shall pay for any repairs or replacements made necessary by Lessee's intentional or negligent acts. The Equipment shall be kept at the installation address(es) and shall not be moved from that location without the prior written consent of Lessor. The Lessee shall be liable for all costs associated with the relocation requested by Lessee and approved by Lessor. These costs will include all applicable installation, removal and special rigging charges and charges for the time spent by a Technical Representative at the rates in effect at the time of relocation. This Agreement does not extend to software, networking printing, scanning or any external interface not provided by Lessor unless stated above. The Lessee will be solely responsible for obtaining, installing and maintaining all required non-equipment related software, programming, design or coding. If service is provided by Lessor, the Lessee agrees to pay for such support at the then current rate.

11. EXCESS CHARGES AND METER READINGS

The Lessee is allowed the number of pages, copies or scans (referred to as copy or copies) as provided by the Copy / Page Allowance. In the event that the actual copies used exceed the allowance, the Lessee agrees to pay an additional amount equal to the excess copies times the current adjusted excess charge rate in effect. The Lessee also agrees to provide the Lessor true and accurate meter readings as requested. If meter readings are not provided on a timely basis, the Lessor reserves the right to estimate the meter reading based upon previous readings.

12. INSURANCE

Lessee assumes the entire risk of loss from hazard and no such loss shall relieve Lessee of its obligations hereunder. Only to the extent allowed by North Dakota law, Lessee agrees to and does hereby indemnify and hold Lessor harmless from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the equipment during the term of this Agreement and while said equipment is in possession of the Lessee. Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then current value of said equipment, whichever is higher, and including the liability of Lessor for public liability and property damage; and Lessor may, but shall not be obligated to, insure said property at expense of Lessee. Where applicable, all claims against Lessee by Lessor shall be subrogated under the proceeds of those insurance policies and Lessor shall be given first right of subrogation up to the then-current value of the equipment. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said property or the payment of obligations of Lessee hereunder at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on said equipment.

13. ALTERATIONS AND ATTACHMENTS

Lessee shall not make any alterations, additions, attachments or improvements to the Equipment without the prior written consent of Lessor. All additions, alterations, attachments or improvements of whatsoever kind or nature which become permanently attached to the Equipment shall belong to and become the property of Lessor.

14. WARRANTY

Lessor warrants that when installed the Equipment will be in good operating condition. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY LESSOR AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Flat-Rate

Rates for any flat-rate agreements that do not require the capture, reporting and billing of device meters are calculated off of customers' previous usage history and may be revised during the term of the Agreement if necessitated by an unusual increase in overall usage.

16. LIMITATION OF REMEDIES AND DAMAGES

LESSOR'S SOLE AND EXCLUSIVE LIABILITY UNDER THE WARRANTY PARAGRAPH 14 UNDER ANY SERVICE OBLIGATION ASSUMED ANY PROVISION OF THIS AGREEMENT SHALL BE TO ADJUSTMENTS, REPAIRS AND REPLACEMENTS TO MAINTAIN THE EQUIPMENT IN GOOD OPERATING CONDITION IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, MAINTENANCE, OR USE OF ANY ITEM OF EQUIPMENT OR SERVICES PROVIDED FOR IN THIS LEASE, OR FOR ANY TORTIOUS CONDUCT RESULTING THEREFROM.

Section 3. Item A.

17. FORCE MAJEURE

Lessor is excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part caused by the occurrence of any contingency beyond the control of Lessor including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, accident, explosion, flood, storm, acts of God, pandemic, epidemic, and similar occurrences.

18. BREACH OR DEFAULT

(A) If Lessee does not pay the lease rent payments due hereunder or other amount required herein to be paid, breaches any of the terms or conditions of this Agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions or chapters of the Bankruptcy Act or Amendments thereto, makes an assignment for the benefit of creditors, calls a general meeting of the creditors, or attempts an informal arrangement or composition with creditors or if a receiver or any officer of a court is appointed to have control of any of the property, or if Lessor in its reasonable business discretion deems the Agreement to be in jeopardy, Lessor shall have the right to exercise any one or more of the following remedies in order to protect the interests and reasonable expected profits and bargains of Lessor.

(i) Terminate this Agreement in whole or in part; (ii) declare the remaining amount of the unpaid payments plus unpaid charges to be immediately due and payable; (iii) take possession of any or all items of Equipment, wherever the same may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such taking of possession and declare the entire amount of the unpaid payments and any unpaid charges to be immediately due and payable; (iv) enter upon the premises, where the Equipment may be and render the Equipment unusable, and remove, sell, rent, lease or otherwise dispose of the Equipment and from the proceeds retain all sums due under the terms of this Agreement as well as all costs and expenses relating to the enforcement or preservation of its rights hereunder including but not limited to reasonable attorney's fees; (v) and pursue any other remedies existing at law or in equity; and/or (vi) Lessor shall have all of the rights and remedies of a secured party upon default under the Uniform Commercial Code or any similar law as enacted in the state where the Equipment is located. (B) Notwithstanding any repossession of Equipment or any other action set forth above, which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. (C) In the event of default by Lessee, Lessor may require Lessee to assemble the Equipment and make it available to Lessor at a place and time convenient to Lessor. (D) Lessee agrees to pay Lessor all costs and expenses including reasonable attorney's fees incurred by Lessor in exercising any of its rights or remedies. (E) No delay or failure of Lessor to exercise any right or remedy will operate as a waiver of such right or remedy. (F) No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy provided hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time, but Lessor shall not be entitled to recover a greater amount in damages that Lessor could have gained by receipt of Lessee's full, timely and complete performance of its obligations pursuant to the terms of this Agreement plus late charges under Paragraph 3, and all costs and expenses including reasonable attorney's fees incurred by Lessor in exercising any of its rights or remedies under this paragraph.

19. SURRENDER

Upon expiration of term or Prepayment of this Agreement as described under Paragraph 4, or upon demand made by Lessor pursuant to Paragraph 18 hereof, the Lessee shall return the Equipment and all Accessories prepaid and prepaid insured in "Average Saleable Condition", to a place and in a manner designated by Lessor. "Average Saleable Condition" means the Equipment is immediately available for use by another lessee without need for repair. If repair and/or replacement of missing and/or damaged Equipment is required, Lessee agrees to pay for such replacement or repairs. Should Lessee fail to return or surrender the Equipment at the end of this term, Lessee agrees to an Annual Renewal of this agreement until the Equipment and all Accessories are received and accepted by Lessor and or its agent.

20. ASSIGNMENT

Without the prior written consent of Lessor, the Lessee shall not (i) assign, transfer, pledge or hypothecate this Agreement, the Equipment or any part thereof, or any interest therein or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this Agreement or Equipment in whole or in part without notice to Lessee. Lessee will assert any claim or defenses it may have against Lessor and not against any such assignee.

21. TAXES

Lessee shall pay all sales, use, privilege, excise or other taxes or assessments, however designated, imposed or levied with respect to the Equipment or its use, exclusive however, of personal property taxes.

22. OPTION TO UPGRADE, PURCHASE AND RENEW

Upon provision of written notice by Lessee to Lessor at least sixty (60) days prior to the end of the term of this Agreement and provided the Lessee is not in default of payments herein, the Lessor grants Lessee the option to (A) Upgrade the equipment at any time during the course of the original term; (B) Purchase and transfer title of all (not part) of the Equipment at the expiration of the term of this Agreement for fair market value which is the suggested list price at the end of the term, payable in cash to Lessor or its Assignee, AS IS, WHERE IS WITH NO EXPRESS OR IMPLIED WARRANTY IF Lessee chooses not to pursue the Option to Upgrade or Purchase pursuant to Paragraph 18 then, renewal of this Agreement will be automatic, and will be on an annual term, unless Lessee delivers to Lessor written notice at least sixty (60) days prior to the expiration of the term of Lessee's intent not to Upgrade, Purchase or Renew.

23. GENERAL

If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. This Agreement will be governed and construed according to the domestic laws of the State of North Dakota. Notice shall be effective if delivered or mailed by registered or certified mail, postage prepaid to Lessor as set forth on the face of this Agreement or at such address as Lessor may notify the Lessee from time to time. This Agreement shall become effective only after execution by Lessor and Lessee in the places provided on the face of this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding. In the event any conflict between the provisions of this Agreement and the provisions of any schedule, the provisions of this Agreement shall control. Both parties agree that a facsimile copy of this Agreement shall have the same force and effect of the original. This constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes all previous communications, representations or agreements, either oral or written, with respect to the subject matter hereof. There are no covenants or conditions between the parties except as set forth in this Agreement.

Customer Initials: _____

Gaming Site Authorization Dunn County Fair Association

Phat Fish Brewing

- 1031 West Villard Street
- Effective Date of July 1st , 2024 – June 30, 2025
 - Bingo
 - Raffles
 - Electronic Pull Tab Devices
 - Pull Tab Dispensing Device
 - Prize Board
 - Sports Pools
 - Twenty-One
 - Poker
 - Calcuttas



Gaming Site Authorization Dickinson Charities

Dickinson Charities

- 1173 3rd Avenue West Suite 36
- Effective Date of July 1st, 2024 – June 30, 2025
 - Raffles

Astoria Bar & Grill

- 363 15th Street West
- Effective Date of July 1st, 2024 – June 30, 2025
 - Raffles
 - Electronic Pull Tab Device
 - Prize Board
 - Twenty-One

Gaming Site Authorization Dickinson Charities

Players Sports Bar & Grill

- 2050 1st Avenue East
- Effective Date of July 1st , 2024 – June 30, 2025
 - Raffles
 - Pull Tab Jar
 - Pull Tab Dispensing Device
 - Electronic Pull Tab Device
 - Prize Board

The Rock

- 113 1st Street West
- Effective Date of July 1st , 2024– June 30, 2025
 - Bingo
 - Raffles
 - Pull Tab Jar
 - Pull Tab Dispensing Device
 - Electronic Pull Tab Device
 - Prize Board
 - Twenty-One





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

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
Dunn County Fair Association

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

Name of Location
Phat Fish Brewing

Street 1031 W. Villard St.	City Dickinson	ZIP Code 58601	County Stark
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Beginning Date(s) Authorized July 1, 2024	Ending Date(s) Authorized June 30, 2025	Number of Twenty-One tables, if zero, enter "0" 1
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Specific location where games of chance will be conducted and played at the site (required)
Gaming throughout except bathrooms and kitchen

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known
Poker (only 21 and older allowed) Not Scheduled Yet

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
------------------	------

Signature of City/County Official	Date
-----------------------------------	------

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

License Number (Office Use Only)

Site Owner (Lessor) Tony and Kelli Scharf		Site Name Phat Fish Brewing		Site Phone Number 701 761-0170
Site Address 1031 W. Villard St.	City Dickinson	State ND	Zip Code 58601	County Stark
Organization Dunn County Fair Association	Rental Period July 1, 2024 to June 30, 2025		Monthly Rent Amount	
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300				\$ 300
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 6		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 950
Total Monthly Rent				\$ 1,575

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

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

Signature of Lessor 	Title Owner/Manager	Date 2-6-24
Signature of Lessee 	Title Executive Director/Gaming Manager	Date 2/6/24



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

Section 3. Item D.

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
Dickinson Charities a Non-Profit Corporation

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

Name of Location
Dickinson Charities

Street 1173 3rd Ave. W., Suite 36	City Dickinson	ZIP Code 58601	County Stark
Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 0	

Specific location where games of chance will be conducted and played at the site (required)
Entire offices except bathrooms & exterior hallways.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

Section 3. Item D.

License Number ()

Site Owner (Lessor) Dickinson Charities a Non-Profit Corporation		Site Name Dickinson Charities		Site Phone Number (701) 483-3562
Site Address 1173 3rd Ave. W., Suite 36		City Dickinson	State ND	Zip Code 58601
Organization Dickinson Charities a Non-Profit Corporation		Rental Period 7/1/2024 to 6/30/2025		County Stark
1. Is Bingo going to be conducted at the site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No	<input type="checkbox"/> Yes	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
Total Monthly Rent				\$ 0
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input checked="" type="checkbox"/>				

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

Signature of Lessor 	Title BOARD PRES.	Date 2/21/2024
Signature of Lessee 	Title Gaming Rep	Date 2/21/24



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

Section 3. Item D.

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
Dickinson Charities a Non-Profit Corporation

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

Name of Location Astoria Bar & Grill			
Street 363 15th St. West	City Dickinson	ZIP Code 58601	County Stark
Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) SE corner of bar. Excluding bathrooms, hallways, & outdoors.			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

License Number (Section 3. Item D.)

Site Owner (Lessor) Astoria Bar & Grill		Site Name Astoria Bar & Grill		Site Phone Number (701)456-5000
Site Address 363 15th St. West		City Dickinson	State ND	Zip Code 58601
County Stark		Rental Period 7/1/2024 to 6/30/2025		Monthly Rent Amount
Organization Dickinson Charities a Non-Profit Corporation				
1. Is Bingo going to be conducted at the site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
2. Is Twenty-One conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300				\$ 300
3. Is Paddlewheels conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
Number of Tables _____ X Rent per Table \$ _____				
4. Is Pull Tabs involving either a jar bar or standard dispensing device conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device				
5. Are Electronic Pull-Tabs conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 1175
If "Yes" please indicate the number of devices 9				
Total Monthly Rent				\$ 1,475
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

Signature of Lessor <i>[Signature]</i>	Title <i>President</i>	Date <i>Feb-23-2024</i>
Signature of Lessee <i>[Signature]</i>	Title <i>Gaming Mgr</i>	Date <i>2/23/24</i>



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

Section 3. Item D.

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
Dickinson Charities a Non-Profit Corporation

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

Name of Location
The Rock

Street 113 1st St. W.	City Dickinson	ZIP Code 58601	County Stark
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Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 1
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Specific location where games of chance will be conducted and played at the site (required)
Entire bar & corner bar, excluding bathrooms and outdoors.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

Section 3. Item D.

License Number ()

Site Owner (Lessor) The Rock		Site Name The Rock		Site Phone Number (701) 483-7625
Site Address 113 1st St. W.		City Dickinson	State ND	Zip Code 58601
County Stark		Rental Period 7/1/2024 to 6/30/2025		Monthly Rent Amount
Organization Dickinson Charities a Non-Profit Corporation				
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
2. Is Twenty-One conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300				\$ 300
3. Is Paddlewheels conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
Number of Tables _____ X Rent per Table \$ _____				
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 325
Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device				
5. Are Electronic Pull-Tabs conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 1250
If "Yes" please indicate the number of devices 10				
Total Monthly Rent				\$ 1,875
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

Signature of Lessor <i>[Signature]</i>	Title Owner/President	Date 2-21-2024
Signature of Lessee <i>[Signature]</i>	Title Gaming Mgr	Date 2/21/24



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

Section 3. Item D.

G - _____ (_____) _____
 Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
Dickinson Charities a Non-Profit Corporation

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

Name of Location
Players Sports Bar & Grill

Street 2050 1st Ave E	City Dickinson	ZIP Code 58601	County Stark
---------------------------------	--------------------------	--------------------------	------------------------

Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)
Bar area excluding bathrooms, entrance, north dining room & outdoors.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

Section 3. Item D.

License Number

Site Owner (Lessor) Players Sports Bar & Grill		Site Name Players Sports Bar & Grill		Site Phone Number (701)483-1733
Site Address 2050 1st Ave E.		City Dickinson	State ND	Zip Code 58601
Organization Dickinson Charities a Non-Profit Corporation		Rental Period 7/1/2024 to 6/30/2025		County Stark
1. Is Bingo going to be conducted at the site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No	<input type="checkbox"/> Yes	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 6		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 950
Total Monthly Rent				\$ 1,275
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

Signature of Lessor <i>[Signature]</i>	Title <i>General Mgr -</i>	Date <i>03-08-2024</i>
Signature of Lessee <i>[Signature]</i>	Title <i>Gaming Mgr</i>	Date <i>3-08-24</i>



Financial Report
 For the Period Ending
 February 29th, 2024

From: *Samantha Buzalsky, Accountant*

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

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

2024 Budget Recap

As of 02/29/2024

	<u>2024</u> <u>Budget</u>	<u>2024</u> <u>Actual</u>	<u>Variance</u>	<u>% Expended</u>
<u>General Fund</u>	\$ 27,025,495	\$ 4,674,879	\$ 22,350,616	17.30%
<u>Special Revenue Funds</u>				
1% Sales Tax	\$ 10,884,500	\$ 1,252,009	\$ 9,632,491	11.50%
1/2% Sales Tax	\$ 5,225,000	\$ 999,669	\$ 4,225,331	19.13%
Legacy Square Fund	\$ 563,250	\$ 6,576	\$ 556,674	1.17%
Cemetery Fund	\$ 149,000	\$ 12,079	\$ 136,921	8.11%
Future Fund	\$ 300,000	\$ 50,836	\$ 249,164	16.95%
Oil Impact Fund	\$ 29,254,976	\$ 2,047,788	\$ 27,207,188	7.00%
Hospitality Tax	\$ 1,084,000	\$ 180,942	\$ 903,058	16.69%
Highway Tax	\$ 1,300,000	\$ 216,667	\$ 1,083,333	16.67%
Urban Forestry/Downtown Streetscape	\$ 50,000	\$ -	\$ 50,000	0.00%
Library	\$ 1,695,743	\$ 189,015	\$ 1,506,728	11.15%
Interest Revenue Fund	\$ 1,100,000	\$ 125,000	\$ 975,000	11.36%
<u>Debt Service Funds</u>				
WRCC Revenue Bond	\$ 1,435,000	\$ 17,740	\$ 1,417,260	1.24%
General Capital Lease Fund	\$ 400,000	\$ 63,213	\$ 336,787	15.80%
<u>Enterprise/Proprietary Funds</u>				
Water	\$ 7,956,317	\$ 1,141,009	\$ 6,815,308	14.34%
Sewer	\$ 9,575,755	\$ 440,676	\$ 9,135,079	4.60%
Solid Waste	\$ 5,892,753	\$ 834,236	\$ 5,058,517	14.16%
Storm Water	\$ 114,230	\$ 18,026	\$ 96,204	15.78%
Wastewater Plant	\$ 1,128,381	\$ 137,784	\$ 990,597	12.21%
Fleet (Internal Service)	\$ 1,270,831	\$ 152,429	\$ 1,118,402	11.99%
<u>Totals</u>	106,405,231	12,560,572	93,844,659	11.80%

Oil Impact Fund Revenue

2/29/2024	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	860,742	1,088,021	1,173,219	906,718	1,299,165	1,379,453	1,582,335	202,882
February	882,817	938,136	1,221,034	974,729	1,181,038	1,192,840	1,396,215	203,375
March	949,318	1,061,228	1,143,847	999,254	1,314,748	1,246,296		
April	805,930	1,047,392	1,016,645	991,918	1,290,101	1,230,965		
May	876,208	1,120,384	792,116	1,086,395	1,582,042	1,254,441		
June	1,099,144	1,212,734	622,710	1,071,391	1,321,182	1,223,107		
July	1,243,935	1,182,092	623,428	1,106,206	1,423,884	1,244,544		
August	1,198,710	1,112,773	739,585	1,119,185	1,648,644	1,202,366		
September	1,656,623	1,559,227	1,219,797	1,590,051	1,932,473	1,783,432		
October	1,263,925	1,191,095	907,805	1,174,502	1,498,774	1,509,862		
November	1,362,972	1,152,480	896,826	1,205,340	1,407,431	1,669,712		
December	1,356,298	1,168,313	890,316	1,291,108	1,403,773	1,628,239		
Totals	13,556,623	13,833,874	11,247,328	13,516,796	17,303,256	16,565,258	2,978,550	406,257

1% Sales Tax

2/29/2024	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	369,381	503,405	576,989	443,415	479,035	597,446	490,171	(107,275)
February	629,177	590,900	615,580	393,184	675,922	757,033	900,175	143,142
March	417,722	417,702	345,175	449,633	433,558	576,217		
April	324,713	394,368	505,251	485,343	419,590	551,078		
May	549,810	543,423	505,989	514,562	428,195	464,675		
June	455,476	487,623	324,748	353,963	583,886	686,093		
July	401,647	425,959	584,979	607,274	581,266	602,935		
August	664,241	765,145	527,075	568,420	569,164	707,353		
September	517,500	517,822	494,819	523,865	751,171	627,308		
October	473,116	568,820	490,122	512,572	677,176	439,305		
November	609,032	600,086	472,033	447,706	553,059	858,479		
December	556,185	438,099	491,566	634,101	597,838	589,994		
Totals	5,967,998	6,253,353	5,934,326	5,934,039	6,749,860	7,457,917	1,390,346	35,867

1/2% Sales Tax

	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	184,690	251,703	288,495	221,707	239,517	298,723	245,085	(53,638)
February	314,588	295,450	307,790	196,592	337,961	378,517	450,088	71,571
March	208,861	208,851	172,588	224,817	216,779	288,109		
April	162,356	197,184	252,626	242,671	209,795	275,539		
May	274,905	271,711	252,994	257,281	214,097	232,338		
June	227,738	243,812	162,374	176,981	291,943	343,047		
July	200,823	212,980	292,490	303,637	290,633	301,468		
August	332,120	382,573	263,538	284,210	284,582	353,676		
September	258,750	258,911	247,409	261,933	375,585	313,654		
October	236,558	284,410	245,061	256,286	338,588	219,652		
November	304,516	300,043	236,016	223,853	276,530	429,239		
December	278,092	219,050	245,783	317,051	298,919	294,997		
Totals	2,983,999	3,126,677	2,967,163	2,967,019	3,374,930	3,728,959	695,173	17,933

Total 1.5% Sales Tax

	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	554,071	755,108	865,484	665,122	718,552	896,169	735,256	(160,913)
February	943,765	886,350	923,369	589,775	1,013,883	1,135,550	1,350,263	214,713
March	626,583	626,552	517,763	674,450	650,337	864,326		
April	487,069	591,552	757,877	728,014	629,384	826,618		
May	824,715	815,134	758,983	771,843	642,292	697,013		
June	683,214	731,435	487,122	530,944	875,829	1,029,140		
July	602,470	638,939	877,469	910,911	871,899	904,403		
August	996,361	1,147,718	790,613	852,630	853,747	1,061,029		
September	776,250	776,733	742,228	785,798	1,126,756	940,962		
October	709,674	853,230	735,183	768,859	1,015,764	658,957		
November	913,547	900,130	708,049	671,559	829,589	1,287,718		
December	834,277	657,149	737,349	951,152	896,757	884,991		
Totals	8,951,997	9,380,030	8,901,489	8,901,058	10,124,790	11,186,876	2,085,519	53,800

Hospitality Tax

2/29/2024

	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	62,202	81,122	82,427	69,011	69,822	80,993	88,784	7,791
February	92,503	80,320	84,166	49,803	87,549	81,937	99,849	17,912
March	65,519	71,329	63,859	60,667	67,154	77,037		
April	50,319	59,212	78,972	70,912	67,428	75,191		
May	84,613	92,634	63,745	72,352	52,278	78,429		
June	91,483	76,960	41,043	52,463	93,769	98,201		
July	65,073	70,675	82,172	96,721	84,616	82,918		
August	106,837	104,979	88,496	86,150	83,828	105,902		
September	99,110	91,084	77,004	110,621	116,475	132,380		
October	81,064	106,436	92,454	91,040	110,248	95,499		
November	108,769	99,662	76,605	72,803	68,209	135,220		
December	93,749	72,367	82,554	92,104	90,254	100,718		
Totals	1,001,241	1,006,781	913,497	924,646	991,630	1,144,425	188,633	25,702

Occupancy Tax

	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	14,504	23,827	23,209	19,645	22,427	25,873	24,170	(1,703)
February	25,752	19,796	22,931	14,115	20,959	22,081	25,243	3,162
March	12,234	20,971	11,847	9,806	14,433	16,097		
April	14,283	24,396	22,041	14,038	18,074	20,706		
May	24,654	23,073	19,237	16,205	17,314	27,617		
June	30,921	25,315	12,864	12,547	21,977	27,036		
July	19,871	37,101	12,496	26,474	26,169	26,015		
August	40,414	37,844	27,268	50,105	44,182	46,969		
September	48,211	44,207	28,500	43,337	49,032	80,411		
October	41,598	63,262	33,627	37,659	61,186	40,325		
November	50,014	47,438	29,306	52,810	41,071	69,271		
December	41,713	24,498	22,353	27,311	31,290	35,647		
Totals	364,167	391,727	265,679	324,053	368,116	438,047	49,413	1,460

City of Dickinson

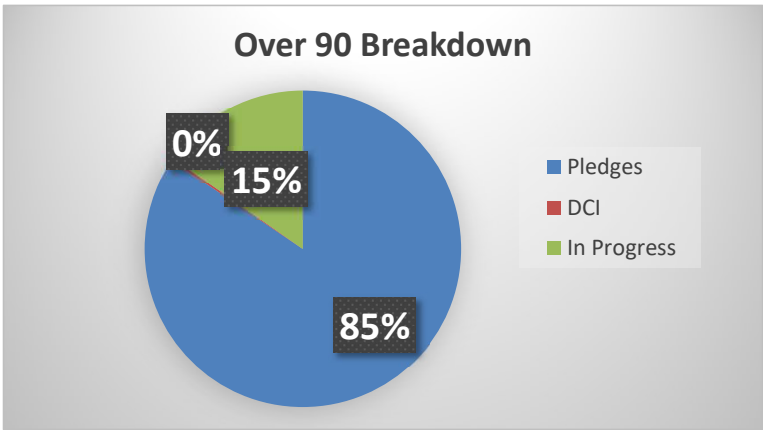
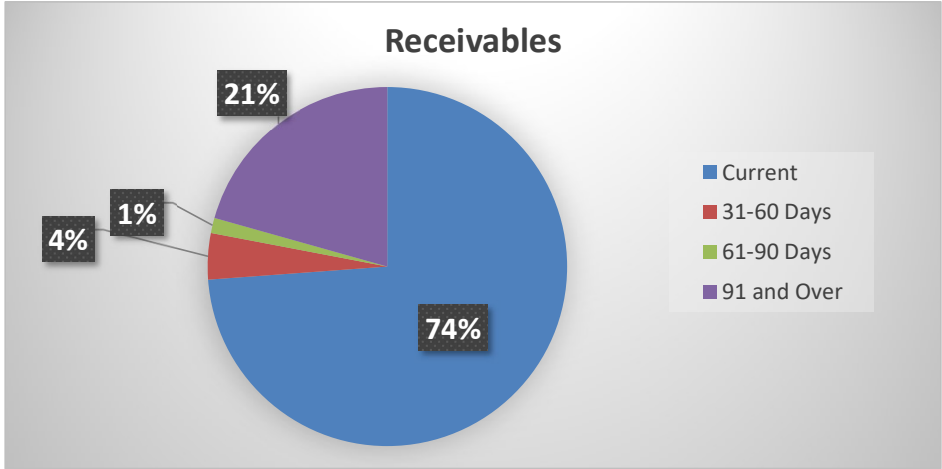
2/29/2024	Occupancy Tax Total Collections (Paid to CVB)		Sales Tax Revenue Monthly Breakdown					
	Occupancy Tax		1% Sales Tax		1/2% Sales Tax		Hospitality Tax	
	2023	2024	2023	2024	2023	2024	2023	2024
January	22,427	88,784	479,035	490,171	239,517	245,085	69,822	735,256
February	20,959	99,849	675,922	900,175	337,961	450,088	87,549	1,350,263
March	14,433	-	433,558	-	216,779	-	67,154	-
April	18,074	-	419,590	-	209,795	-	67,428	-
May	17,314	-	428,195	-	214,097	-	52,278	-
June	21,977	-	583,886	-	291,943	-	93,769	-
July	26,169	-	581,266	-	290,633	-	84,616	-
August	44,182	-	569,164	-	284,582	-	83,828	-
September	49,032	-	751,171	-	375,585	-	116,475	-
October	61,186	-	677,176	-	338,588	-	110,248	-
November	41,071	-	553,059	-	276,530	-	68,209	-
December	31,290	-	597,838	-	298,919	-	90,254	-
Total	368,116	188,633	6,749,860	1,390,346	3,374,930	695,173	991,630	2,085,519

	Intergovernmental Revenues							
	State Aid Distribution		Highway Distribution Tax		Oil Impact Revenue		Other Misc. Revenue Intergovernmental	
	2023	2024	2023	2024	2023	2024	2023	2024
January	189,768	173,974	123,168	120,921	1,299,165	1,582,335	-	-
February	226,505	262,961	111,303	108,532	1,181,038	1,396,215	-	-
March	184,004	-	86,510	-	1,314,748	-	4,332	-
April	176,214	-	105,233	-	1,290,101	-	-	-
May	180,327	-	99,875	-	1,582,042	-	4,424	-
June	223,438	-	96,104	-	1,321,182	-	25,651	-
July	217,702	-	113,233	-	1,423,884	-	5,114	-
August	239,196	-	74,660	-	1,648,644	-	-	-
September	234,047	-	101,199	-	1,783,432	-	-	-
October	197,963	-	111,324	-	1,498,774	-	-	-
November	258,158	-	100,894	-	1,407,431	-	-	-
December	218,608	-	518,354	-	1,403,773	-	24,381	-
Total	2,545,930	436,935	1,641,858	229,453	17,154,215	2,978,550	63,902	-

Aged Trial Balance Summary 2/29/2024

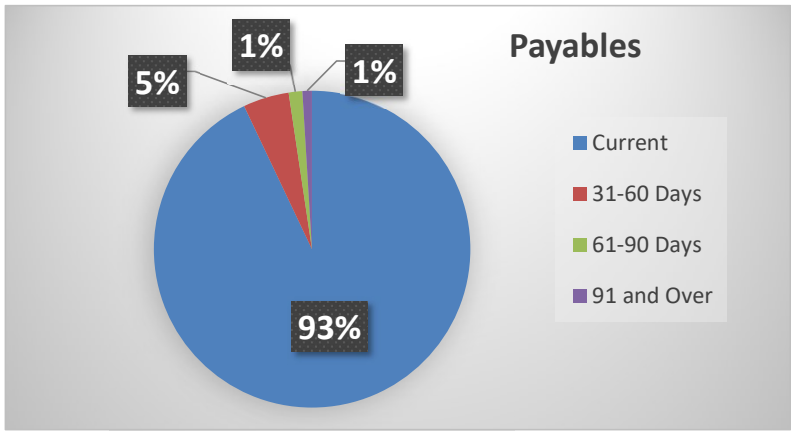
Accounts Receivable Aged Report

Current	31-60 Days	61-90 Days	91 and Over	Total Balance
\$ 464,312.29	\$ 26,209.09	\$ 8,526.52	\$ 129,850.59	\$ 628,898.49



Accounts Payable Aged Report

Current	31-60 Days	61-90 Days	91 and Over	Total Balance
\$ 360,577.18	\$ 18,138.47	\$ 5,405.55	\$ 3,825.42	\$ 387,946.62



Utility Revenue Summary
2/29/2024

	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
<u>Water</u>						
Consumption	\$ 5,736,440	\$ 6,082,613	\$ 5,357,972	\$ 5,346,827	\$ 450,446	\$ (4,896,382)
Meter Charges	\$ 1,138,511	\$ 1,146,953	\$ 1,154,095	\$ 1,142,569	\$ 175,805	\$ (966,764)
Flat Rate Wells	\$ 1,140	\$ 1,141	\$ 1,080	\$ 1,070	\$ 170	\$ (900)
Connection Fees	\$ 149,035	\$ 172,079	\$ 158,153	\$ 187,700	\$ 23,600	\$ (164,100)
Bad Debts Recovered	\$ -	\$ -	\$ 9,078	\$ 18,333	\$ 9,304	\$ (9,029)
Water Vendor	\$ -	\$ -	\$ 30,621	\$ 23,386	\$ 1,750	\$ (21,636)
Other Misc Reveue	\$ -	\$ -	\$ 41,581	\$ 26,855	\$ 5,312	\$ (21,543)
<u>Sewer</u>						
Consumption	\$ 1,462,721	\$ 1,433,404	\$ 1,348,383	\$ 1,329,525	\$ 136,597	\$ (1,192,929)
Meter Charges	\$ 1,525,480	\$ 1,534,287	\$ 1,543,413	\$ 1,527,970	\$ 236,365	\$ (1,291,605)
Flat Rate Wells	\$ 5,400	\$ 5,400	\$ 5,400	\$ 5,352	\$ 850	\$ (4,502)
Septage Receiving Station	\$ -	\$ -	\$ 31,992	\$ 64,116	\$ 7,339	\$ (56,778)
Connection Fees	\$ 99,450	\$ 91,550	\$ 81,800	\$ 236,750	\$ 12,600	\$ (224,150)
Other Misc Reveue	\$ -	\$ -	\$ 836,442	\$ 827,031	\$ 124,199	\$ (702,832)
<u>Solid Waste</u>						
Utility Billing	\$ 1,533,977	\$ 1,569,909	\$ 1,576,222	\$ 1,585,175	\$ 295,032	\$ (1,290,143)
Commercial Landfill	\$ 934,278	\$ 812,800	\$ 1,007,974	\$ 848,730	\$ 135,516	\$ (713,214)
Gate Receipts	\$ 421,411	\$ 448,321	\$ 539,687	\$ 684,955	\$ 62,185	\$ (622,770)
UB Commercial Service	\$ 1,474,946	\$ 1,462,181	\$ 1,484,111	\$ 1,646,760	\$ 292,552	\$ (1,354,208)
Commercial Container Rent	\$ 182,735	\$ 220,795	\$ 177,291	\$ 220,416	\$ 29,972	\$ (190,444)
Recycle Income	\$ -	\$ -	\$ 136,052	\$ 71,322	\$ 7,265	\$ (64,057)
Other Misc Reveue	\$ -	\$ -	\$ 175,707	\$ 175,758	\$ 25,998	\$ (149,760)
<u>General Fund</u>						
Street Light Utility	\$ 355,910	\$ 391,843	\$ 394,167	\$ 389,410	\$ 60,087	\$ (329,323)
<u>Storm Water</u>						
Utility Billing	\$ 314,276	\$ 316,190	\$ 317,917	\$ 314,553	\$ 48,594	\$ (265,960)
Other Misc Reveue				\$ 14,154	\$ 400	\$ (13,754)
<u>Waste Water Treatment Plant</u>						
Wastewater Reuse	\$ 108,071	\$ 305,141	\$ 257,474	\$ 240,795	\$ 47,551	\$ (193,245)
Total	\$ 15,335,710	\$ 15,689,465	\$ 16,409,139	\$ 16,688,717	\$ 2,141,936	\$ (14,546,781)

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

Monthly Financial Report

Presented by: Finance Department

Consideration to Approve



Treasurer's Report as of February 29th, 2024

▶ General Checking	\$ 121,295
▶ Demand Deposit	\$ 35,000,000
▶ Money Market	<u>\$ 31,879,640</u>
▶ Cash Total	\$ 67,000,935

▶ This includes Restricted and Committed funds.

▶ Current Interest Rate on Cash Accounts 3.82%



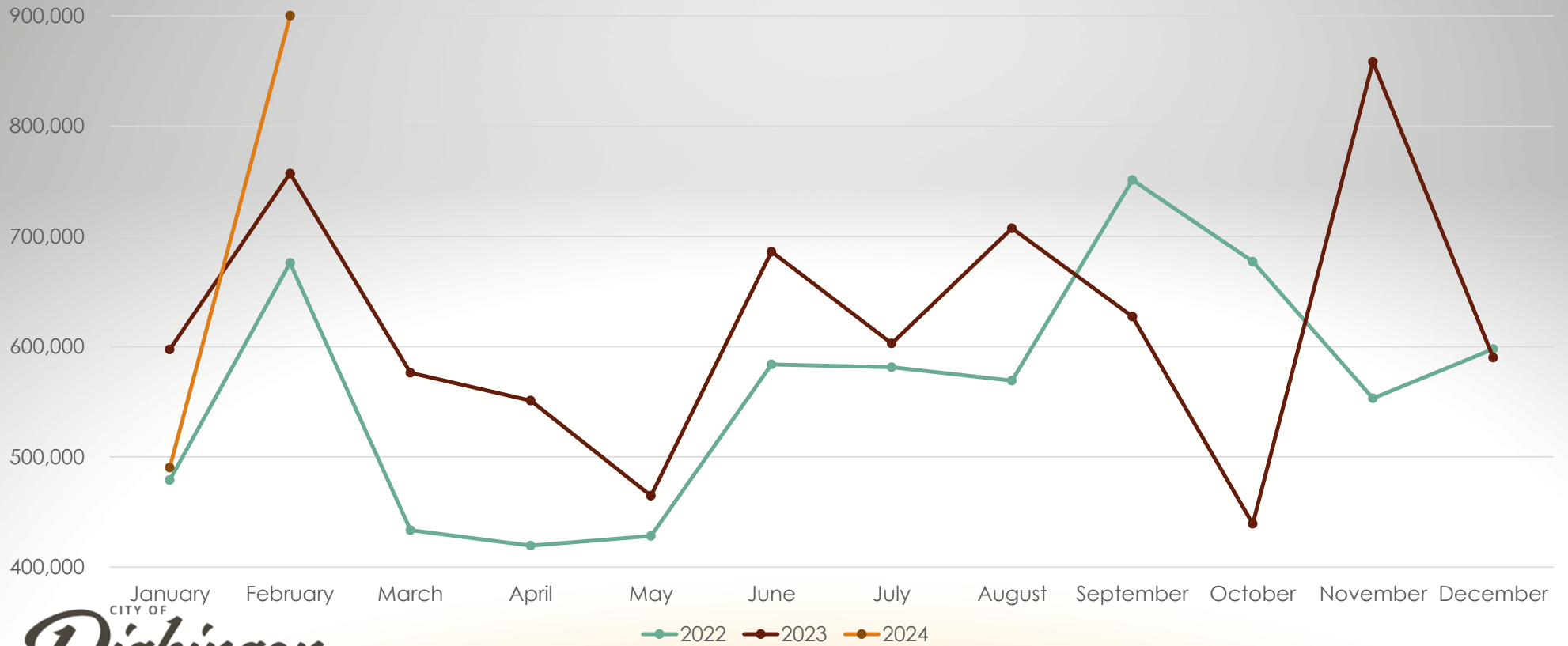
Investments as of February 29th, 2024

➤ Future Fund	\$ 6,855,524
➤ CMA	\$ 14,134,869
➤ City Pension	\$ 7,821,109
➤ Police Pension	\$ 7,670,210
➤ Volunteer Fire Pension	\$ 421,878
➤ OPEB	\$ <u>214,716</u>
➤ Total	\$ 37,118,305

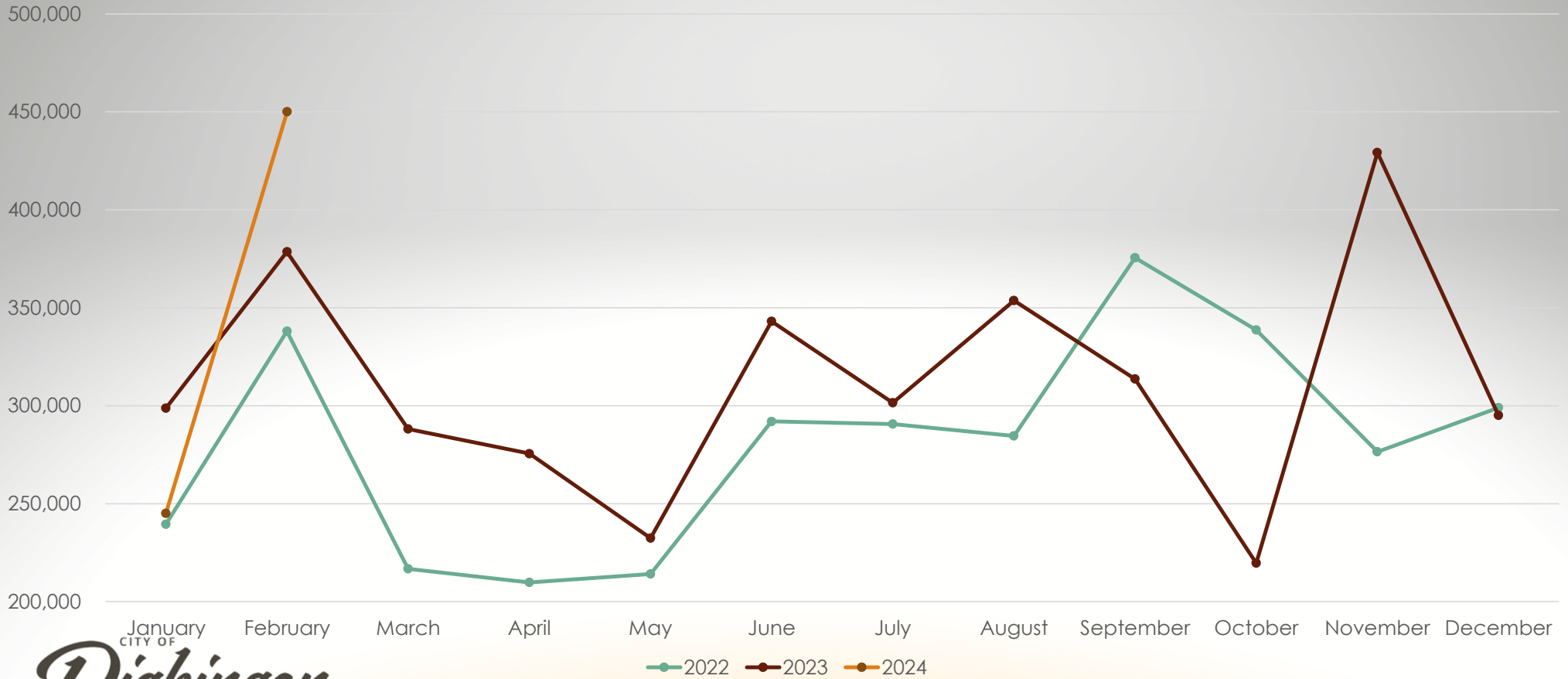
Certificate of Deposits as of February 29th, 2024

➤ 1. 18 Months at 4.76%	\$2,000,000
➤ 2. 12 Months at 5.16%	\$1,000,000
➤ 3. 6 Months at 5.26%	\$1,000,000
➤ 4. 11 Months at 4.56%	<u>\$1,000,000</u>
➤ Total	\$4,000,000

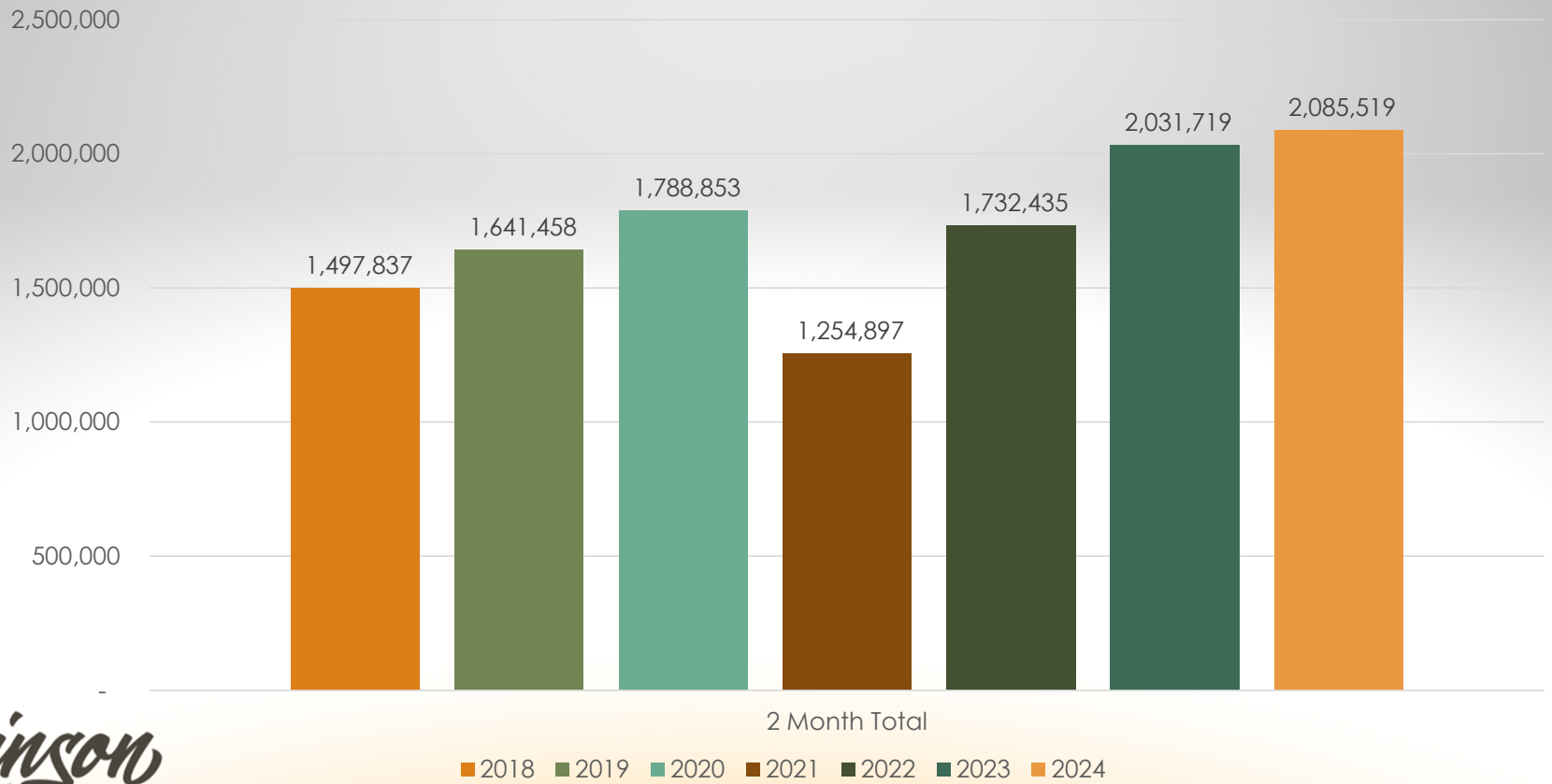
1% Sales Tax Monthly Breakdown



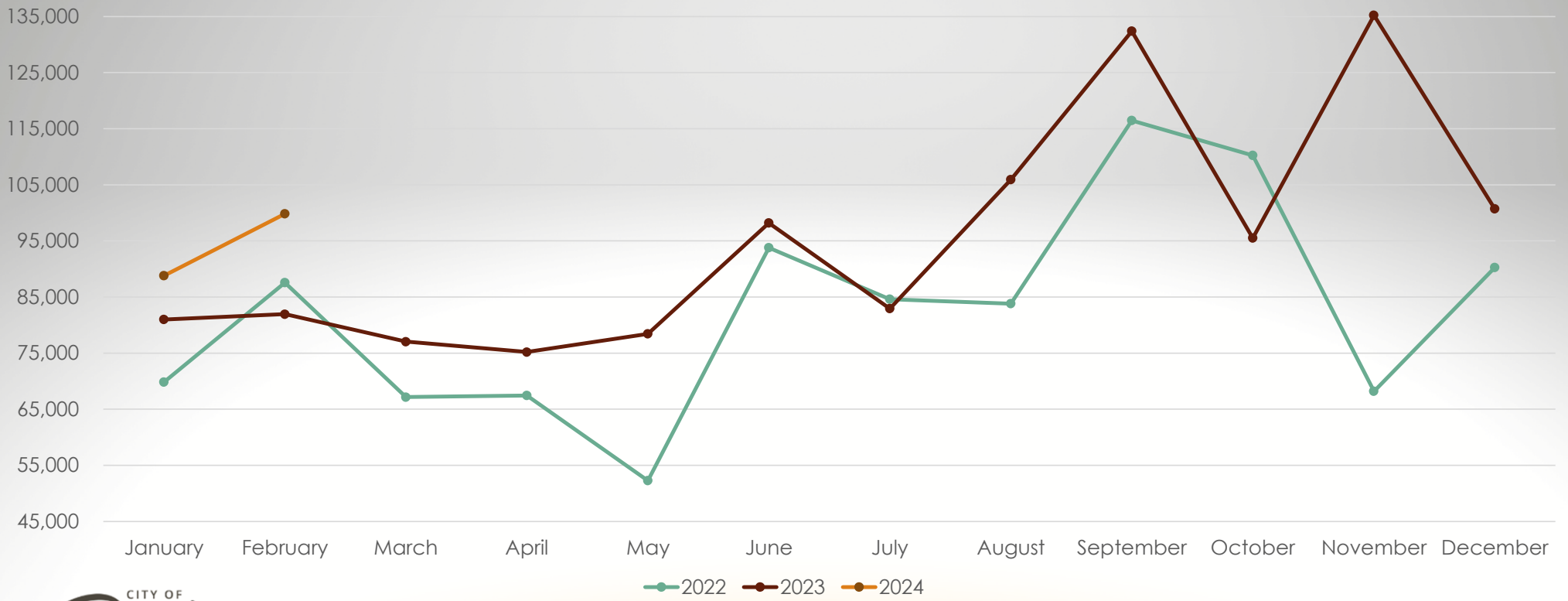
1/2% Sales Tax Monthly Breakdown



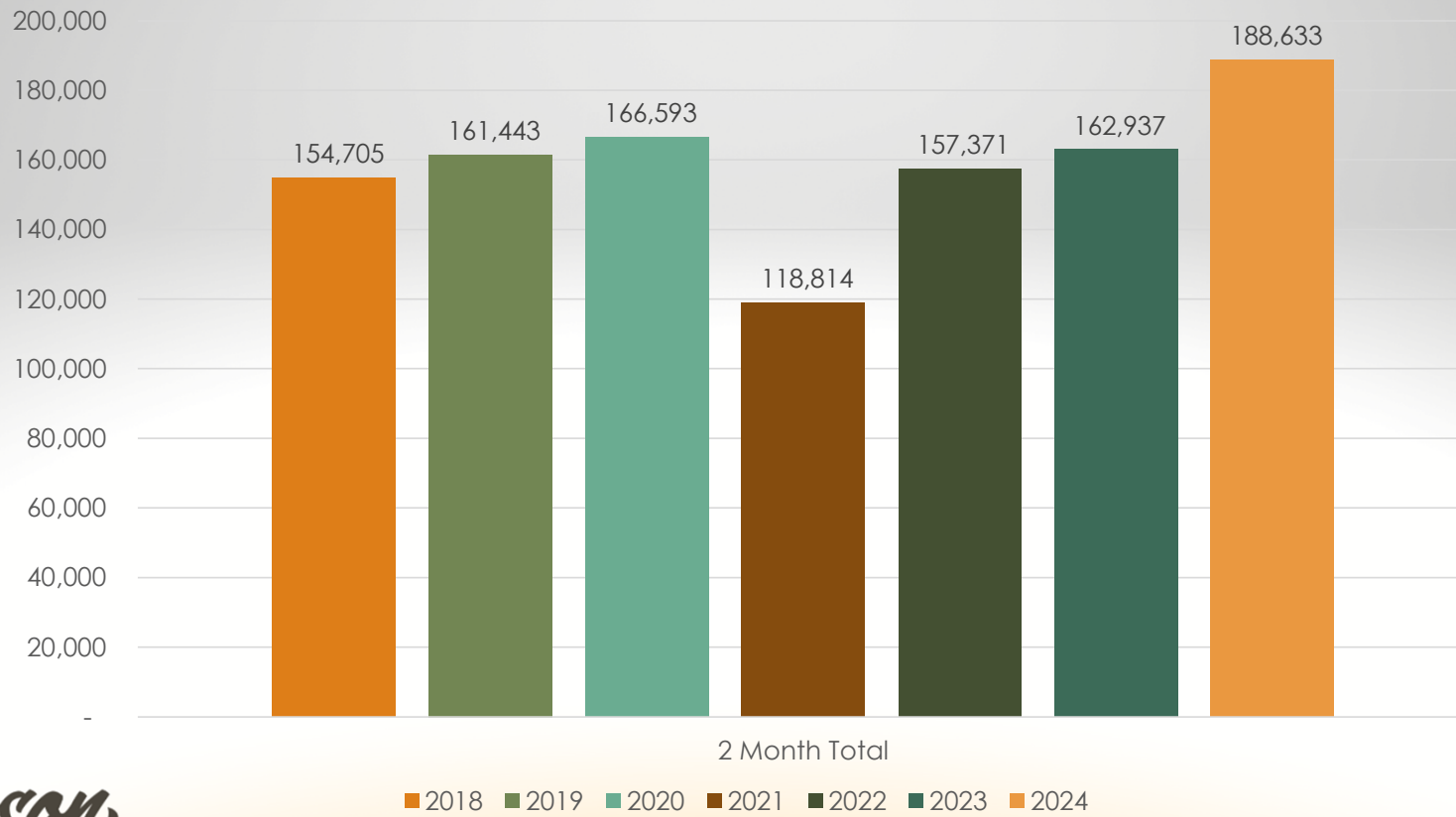
Sales Tax Comparison



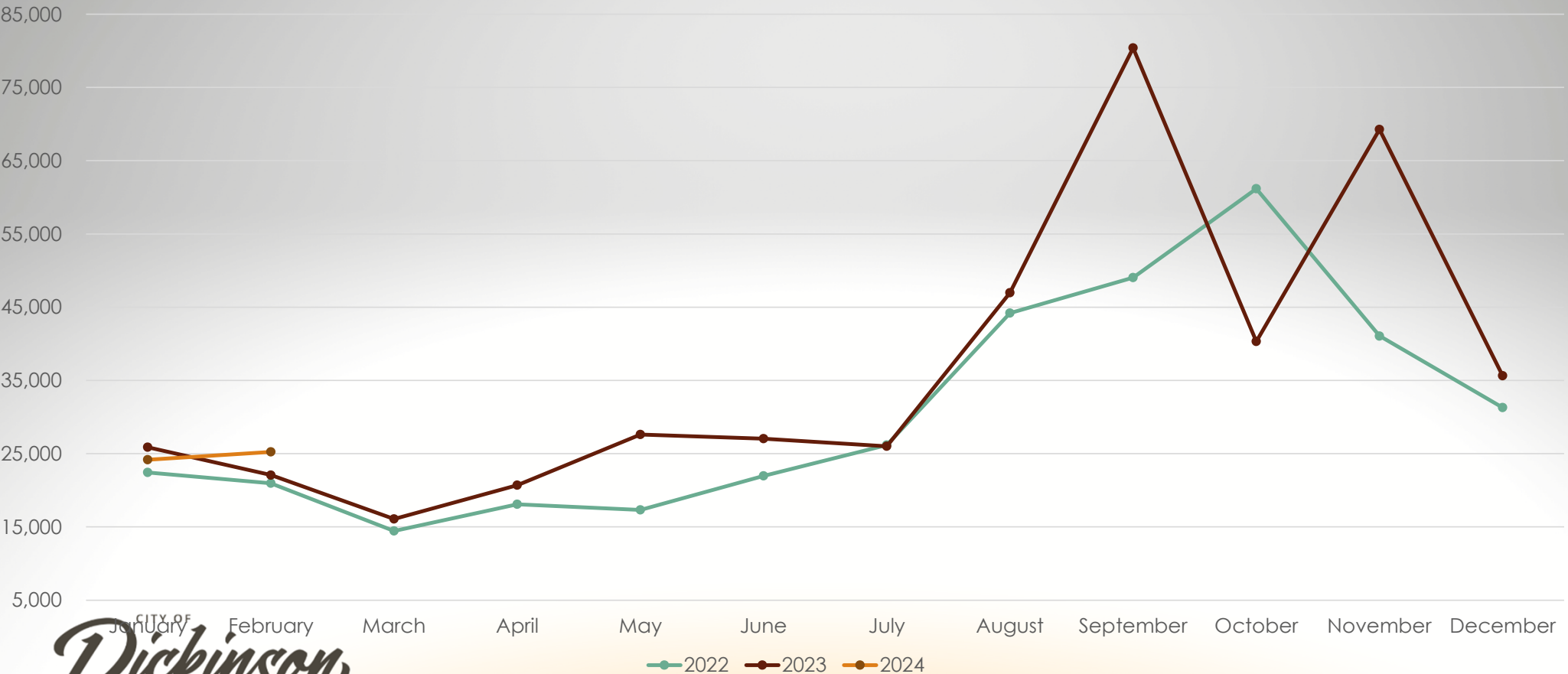
Hospitality Tax Monthly Breakdown



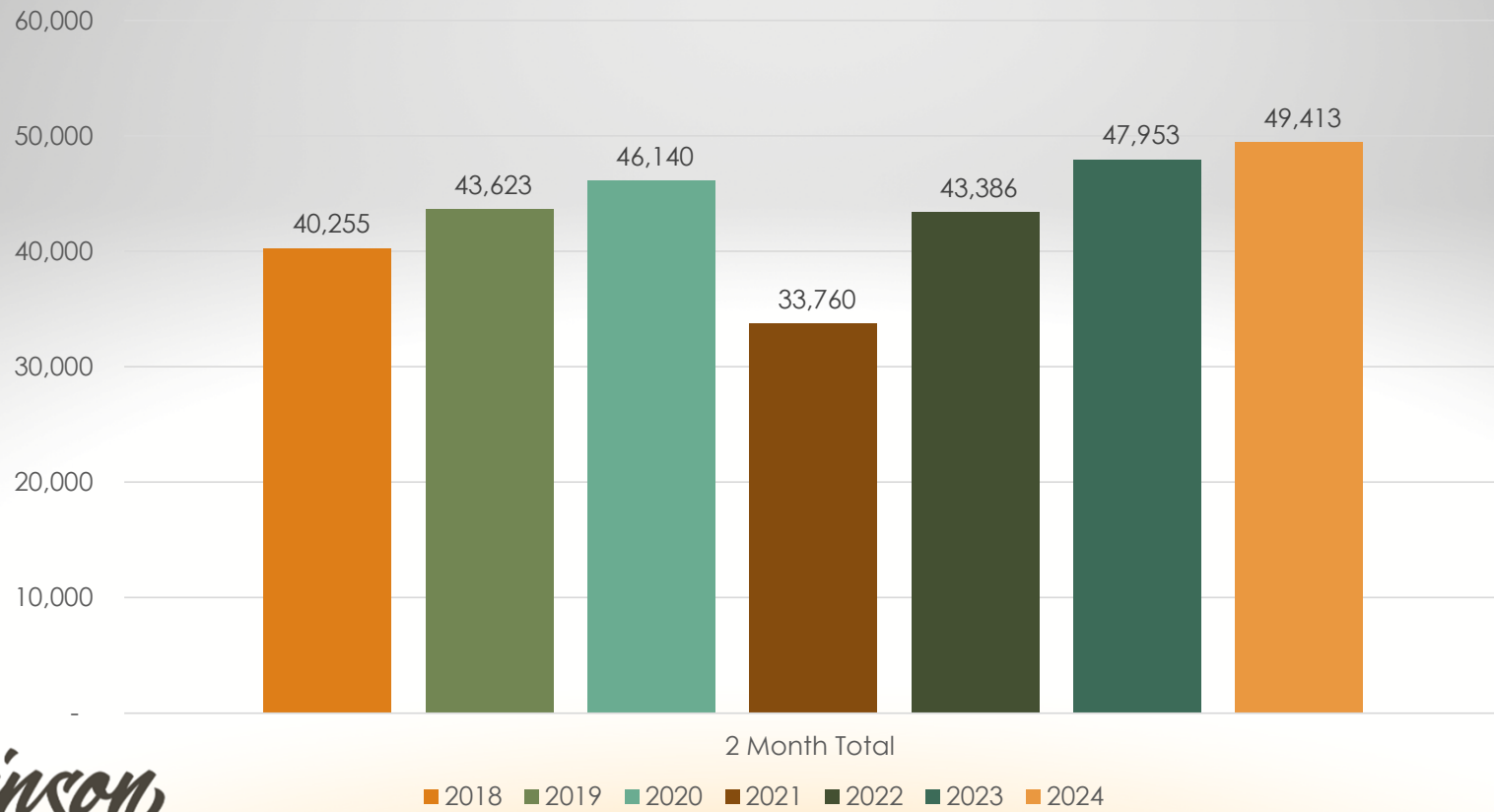
Hospitality Tax Comparison



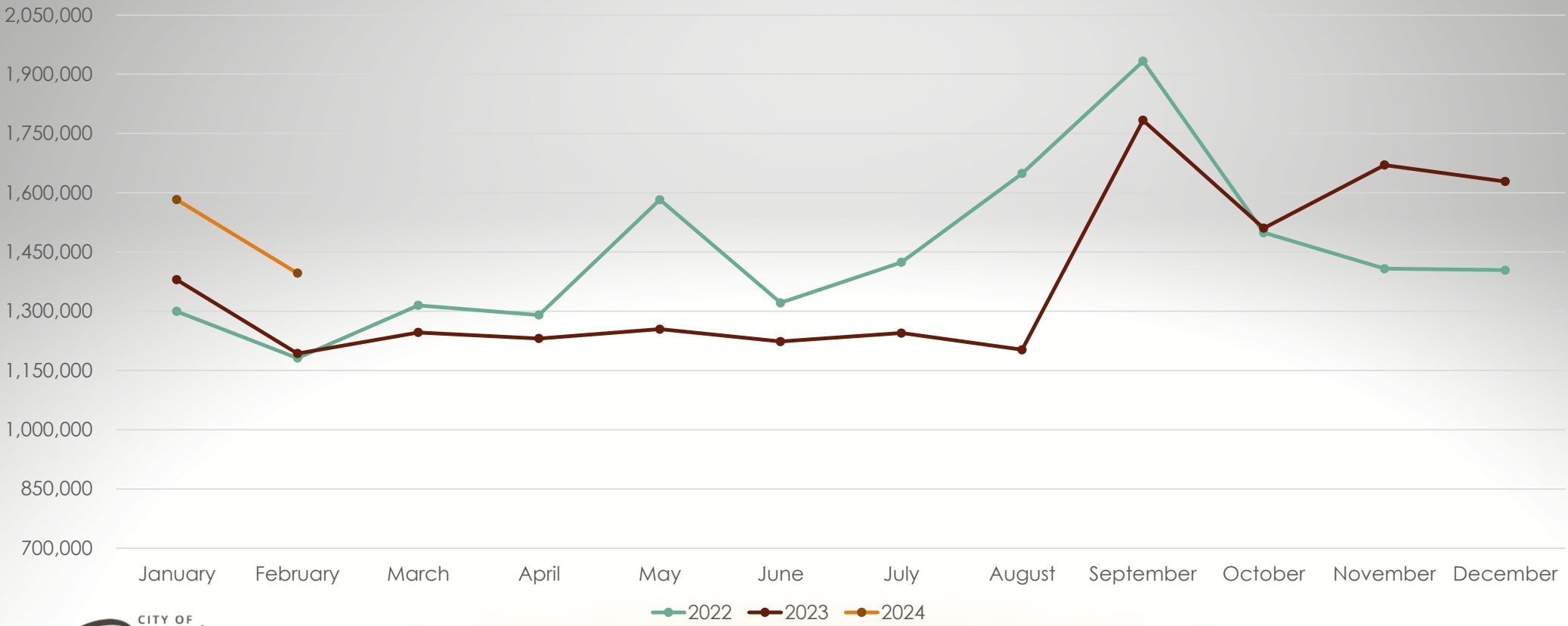
Occupancy Tax Monthly Breakdown



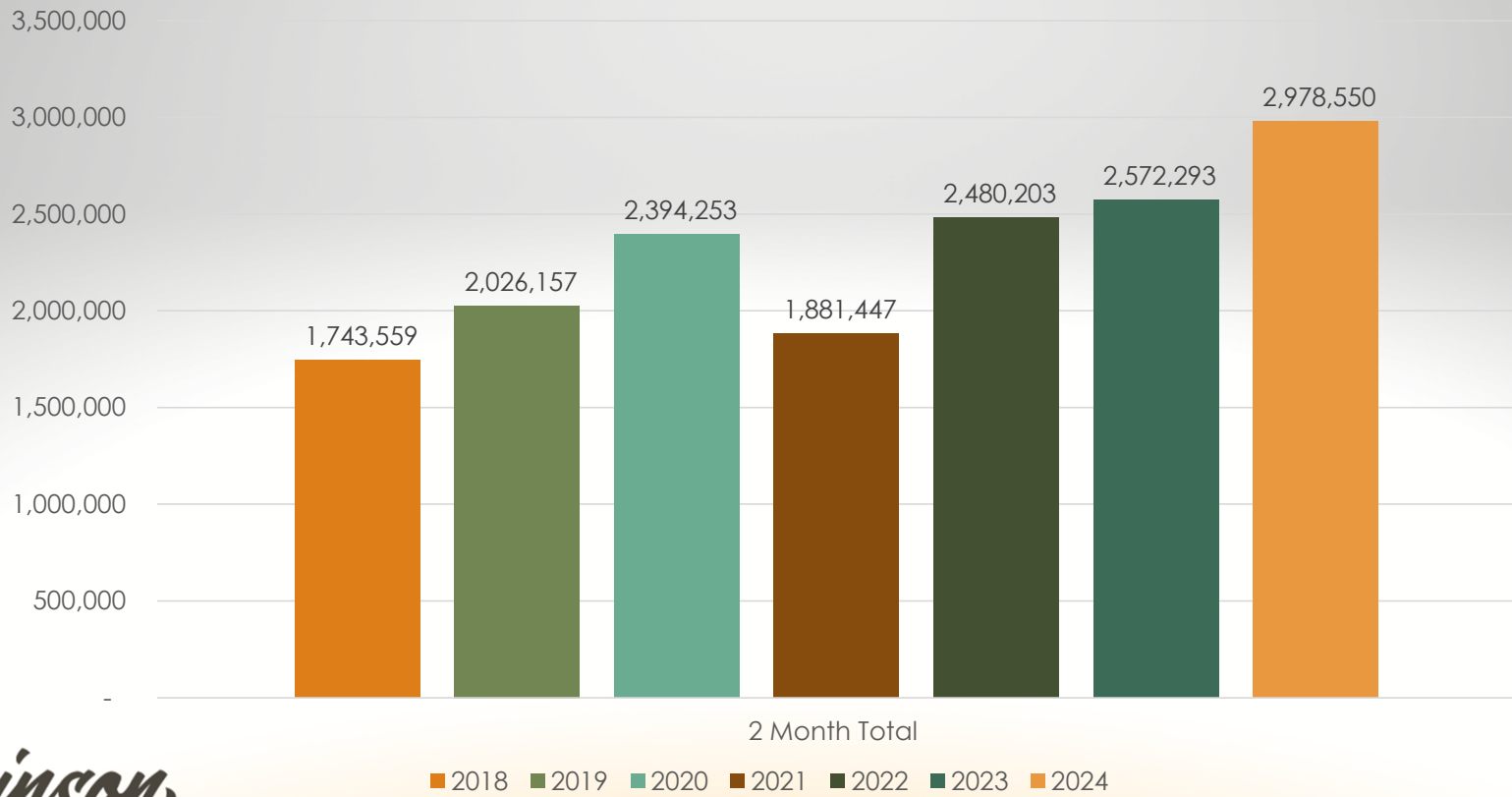
Occupancy Tax Comparison



Oil Impact Revenue Monthly Breakdown

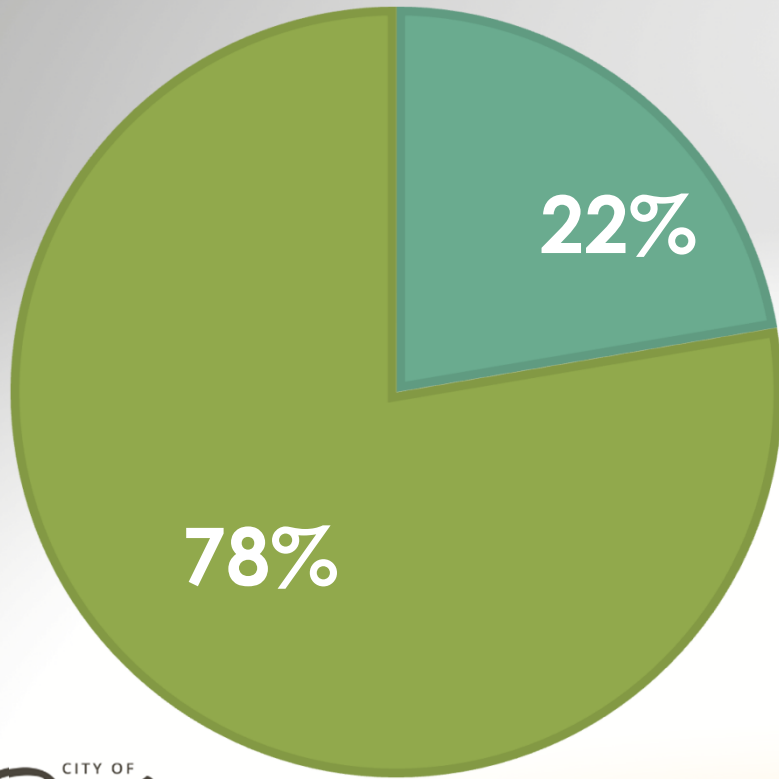


Oil Impact Comparison



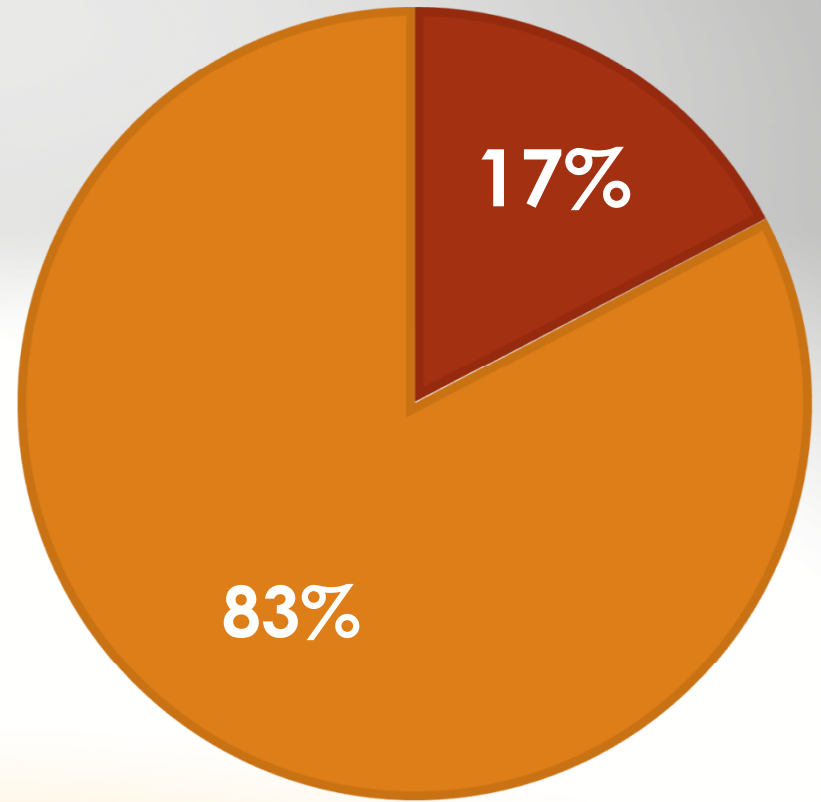
GENERAL FUND REVENUE

■ Collected ■ Remaining



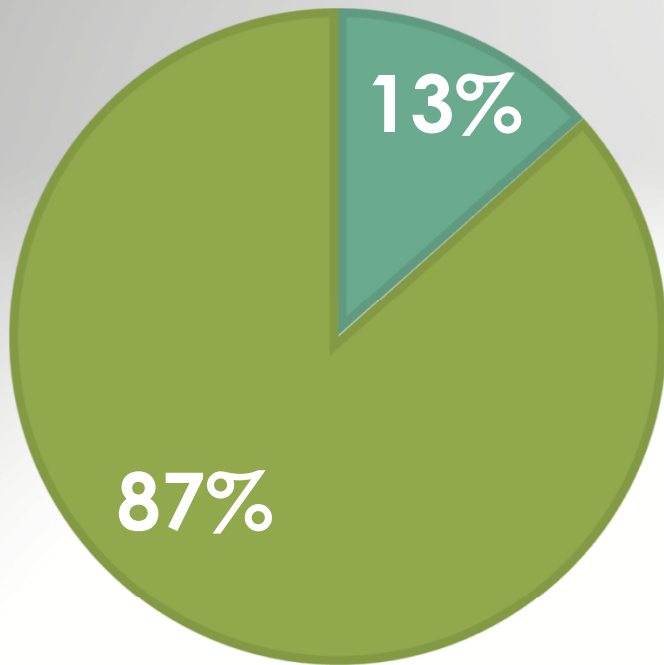
GENERAL FUND EXPENSES

■ Expended ■ Remaining



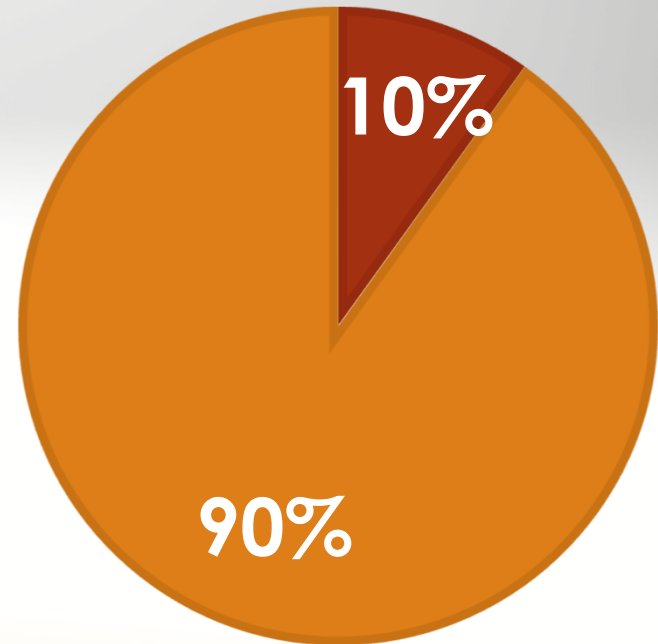
UTILITY REVENUE

■ Collected ■ Remaining



ENTERPRISE FUND EXPENSES

■ Expended ■ Remaining



Public Works

March 13, 2024

RE: Task Order Agreement with Houston Engineering

This is an agreement between City of Dickinson and Houston Engineering to provide annual regulatory monitoring, reporting, and support services for the City of Dickinson Solid Waste Division. Engineer's services under this Agreement are identified as annual groundwater monitoring, data evaluation and reporting, NMOC (Non-methane Organic Compounds) monitoring and reporting, annual volume surveys, financial assurance updates, utilization summary reporting, and general regulatory reporting assistance.

Below is a cost estimate, with not to exceed amounts, outlining each of the tasks:

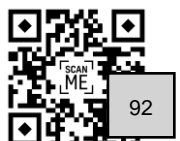
2024 Groundwater Monitoring and Reporting Scope of Work Note: \$14,600 is engineering and \$27,400 is for monitoring and analysis by MVTL to be invoiced directly by MVTL.	\$43,800
2024 NMOC Sampling, Analysis, and Reporting Scope of Work	\$26,000
Annual Volume Survey, Utilization Summary Reporting, Financial Assurance Estimates, and General Regulatory Reporting Support Scope of Work	\$12,900
Combined Total	\$82,700

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

Thank you,



Aaron L. Praus
 Public Works Director



AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Dickinson** (Owner) and **Houston Engineering, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Dickinson Solid Waste Annual Regulatory Monitoring, Reporting, and Support Services** (Project). Engineer's services under this Agreement (Services) are generally identified as **Annual groundwater monitoring, data evaluation, and reporting, NMOC monitoring and reporting, annual volume surveys, financial assurance updates, utilization summary reporting, and general regulatory reporting assistance.**

Detailed scope of services are provided in the attachments:

Attachment 1: 2024 Groundwater Monitoring and Reporting Scope of Work

Attachment 2: 2024 NMOC Sampling, Analysis, and Reporting Scope of Work

Attachment 3: Annual Survey, Volume Utilization Summary, Financial Assurance Estimates and General Regulatory Reporting Support Scope of Work

Owner and Engineer further agree as follows:

- 1.01 Services of Engineer
 - A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- 2.01 Owner's Responsibilities
 - A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
 - B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **Services are completed as stated in the Scope of Work Attachments during the 2024 monitoring and reporting period.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.10**.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. The total compensation for Services and reimbursement of expenses is estimated to be:

The estimated fees for each scope of work is further defined in the respective attachments defining the individual tasks.

2024 Groundwater Monitoring and Reporting Scope of Work Note: \$14,600 is engineering and \$27,400 is for monitoring and analysis by MVTL to be invoiced directly by MVTL.	\$43,800
2024 NMOC Sampling, Analysis, and Reporting Scope of Work	\$26,000
Annual Volume Survey, Utilization Summary Reporting, Financial Assurance Estimates, and General Regulatory Reporting Support Scope of Work	\$12,900
Combined Total	\$82,700

- c. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount noted above unless approved in writing by the Owner.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services.

5.01 Termination

A. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over

competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Insurance: Commencing with the Effective Date of the Agreement, Engineer shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client.
- I. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that

Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- L. This Agreement is to be governed by the laws of the state in which the Project is located.
- M. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- N. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Attachment 1: 2024 Groundwater Monitoring and Reporting Scope of Work

Attachment 2: 2024 NMOC Sampling, Analysis, and Reporting Scope of Work

Attachment 3: Annual Volume Surveys, Utilization Summary Reporting, Financial Assurance Estimates and General Regulatory Reporting Support Scope of Work

This Agreement's Effective Date is **March 5, 2024**.

Owner:

City of Dickinson
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: Scott Decker
(typed or printed)

Title: President of City Commission
(typed or printed)

Address for giving notices:
38 1st Street West
Dickinson, ND 58601

Designated Representative:

Name: Aaron Praus
(typed or printed)

Title: Public Works Director
(typed or printed)

Address:
3411 Public Works Blvd
Dickinson, ND 58601

Phone: 701.456.7979

Email: _____

Engineer:

Houston Engineering Inc.
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: Sherwin Wanner, PE
(typed or printed)

Title: Project Manager/Office Manager
(typed or printed)

Address for giving notices:
3712 Lockport St
Bismarck, ND 58102

Designated Representative:

Name: Sherwin Wanner, PE
(typed or printed)

Title: Project Manager/Office Manager
(typed or printed)

Address:
135 Sims Street, Suite 204
Dickinson, ND 58601

Phone: 701.323.0200

Email: swanner@houstoneng.com

Attachments:

Attachment 1: 2024 Groundwater Monitoring and Reporting Scope of Work

Background Data: The North Dakota Department of Environmental Quality (NDDEQ) issued the City of Dickinson's Permit Number 0315 to construct and operate a solid waste facility at its designated location. As part of the approved permit the NDDEQ requires annual groundwater monitoring and annual reporting of results in accordance with the permit approved Groundwater Monitoring Plan (GWMP).

Services of Engineer:

1. Prepare an annual report presenting the groundwater data collected in 2023 including the statistical analysis of the 2023 groundwater quality data relative to the past groundwater quality data. NOTE: Groundwater data collected in 2024 will be submitted in an annual report to be provided in 2025.
2. Coordinate both the Spring 2024 (approximately May / June, weather and access permitting) and Fall 2024 (approximately October / November, weather and access permitting) sampling events with an approved sampling and testing services provider.
3. Obtain groundwater elevation data from the 13 monitoring wells according to the groundwater monitoring plan during both the spring and fall 2024 sampling events.
4. Measure the percent methane (% CH₄), percent oxygen (% O₂), and percent carbon dioxide (% CO₂) in on-site building(s), leachate manhole(s), and groundwater monitoring wells on a semi- annual basis (May / June, and October / November 2023).
5. Collect groundwater samples from the 10 monitoring wells according to the groundwater monitoring plan during both the spring and fall 2024 sampling events.
6. Collect surface water samples (if surface water is present) from the onsite stormwater holding pond during the Spring 2024 sampling event.
7. Collect leachate samples according to the groundwater monitoring plan during both the spring and fall 2024 sampling events.
8. Analyze the samples collected according to the groundwater monitoring plan and as generally described below.
 - a. Groundwater:
 - 1) VOCs; Spring and Fall events.
 - 2) General Geochemical Parameters; Spring event.
 - 3) Total Metals; Spring event.
 - 4) Field Parameters; Spring and Fall events.
 - b. Leachate:
 - 1) VOCs; Spring and Fall events.
 - 2) General Geochemical Parameters; Spring and Fall events.
 - 3) Total Metals; Spring and Fall events.
 - 4) Field Parameters; Spring and Fall events.
 - c. Surface Water:
 - 1) pH, total suspended solids, chemical oxygen demand, lead (total) and oil and grease; Spring event.
 - 2) Field Parameters; Spring event.

- d. Quality Assurance/Quality Control samples relative to the groundwater quality data, to include:
 - 1) Trip blanks for analysis.
 - 2) Blind duplicate and equipment blanks for analysis of the parameters required.

- 9. As directed during the required permit action coordination meetings with the City of Dickinson and NDDEQ

Timeframe: The timeframe and/or due date as set forth in the permit documentation. Monitoring and sampling are through the end of 2024.

Sub-Consultant Services: Sub-Consultants retained for the 2024 Groundwater Monitoring and Reporting Scope of Work

- Minnesota Valley Testing Laboratories, Inc., 2616 E. Broadway Ave, Bismarck, ND 58501

Estimates Costs: Estimated Costs for the 2024 Groundwater Monitoring and Reporting Scope of Work

The total estimated fee for the engineering services is \$16,400. The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The subcontractor costs for Minnesota Valley Testing Laboratories (MVTL) to perform the sampling and analysis is estimated to be approximately \$27,400 and it is expected that MVTL will invoice the City directly for these services.

Attachment 2: 2024 NMOC Sampling, Analysis, and Reporting Scope of Work

Background Data: The North Dakota Department of Environmental Quality (NDDEQ) issued the City of Dickinson’s Permit Number 0315 to construct and operate a solid waste facility at its designated location. The estimated NMOC (non-methane organic compounds) emission rate for the landfill has reached the 35 megagram per year threshold as specified in 40 CFR 60.754, and a Tier 2 assessment is warranted every 5 years. The previous Tier 2 assessment was completed in 2019.

Services of Engineer:

1. Install up to 28 drive point methane monitoring locations within the pertinent waste areas of the Subtitle D landfill.
 - a. Assumes 12 hectares of landfill surface that has retained waste for at least 2 years; and a minimum of 2 sample probes per hectare.
 - b. The monitoring points will be installed to a depth of up to 8 feet below the surface.
 - c. Assumes 4 points will encounter refusal and re-drilling will be required.
2. Collect survey point data of all the drive points and geo-reference the survey points to the landfill benchmarks.
3. Landfill gas encountered at each monitoring location will be purged and the flow stabilized with respect to percent oxygen (O₂), carbon dioxide (CO₂), lower explosive limit (LEL) and Methane (CH₄).
4. Landfill gas will be collected from each monitoring point in a 6-liter (L) summa canister for chemical analysis.
5. Composite samples will be collected to minimize sample analysis costs. Up to four samples may be composited in a 6L canister; the minimum individual sample size will be no less than 1L.
6. Composite samples will be analyzed for total NMOC as carbon, CH₄, CO₂, O₂, and Nitrogen by EPA Method 25C and EPA Method 3C.
7. Calculate NMOC concentrations and prepare a report presenting the data generated during our activities with our conclusions and recommendations based on that data.
8. As directed during the required permit action coordination meetings with the City of Dickinson and NDDEQ

Timeframe: The timeframe for completion of the sample acquisition, chemical analysis and report preparation is the end of November, 2024.

Sub-Consultant Services: Sub-Consultants retained for the 2024 NMOC Sampling, Analysis, and Reporting Scope of Work

- Eurofins Laboratories Inc. will perform landfill gas chemical analysis.
- R&B Environmental Drilling or Traut Companies (depending on availability) will install the methane drive point sample probes for subsequent sampling by HEI.

Estimates Costs: Estimated Costs for the 2024 NMOC Sampling, Analysis, and Reporting Scope of Work

The total estimated fee for services is \$26,000. This cost estimate includes subcontractor costs for Eurofins Laboratories Inc. to perform the chemical analysis and R&B Environmental Drilling, LLC (RBE) or Traut Companies to perform field services. HEI will process the subcontractor invoices for inclusion in HEI billing. The portion of the estimated fee for Eurofins to perform the sampling and analysis services is \$4,000. The portion of the estimated fee for RBE / Traut to perform field services is \$7,300. The portion of the estimated fee for Engineer services is \$14,700. The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The total estimated fee will not be exceeded without prior written authorization of the Owner.

Attachment 3: 2024 Annual Volume Surveys, Utilization Summary Reporting, and General Permit Reporting Services

Background Data: The Dickinson Landfill Facility is a permitted facility through the North Dakota Department of Environmental Quality (NDDEQ) operating per Solid Waste Permit SW-315. Annually the Dickinson Landfill Facility is required to complete annual volume utilization reports, update post-closure care and financial test documentation, and respond to regulatory inspection reviews and comments.

Services of Engineer:

1. Complete annual site topographic survey of facility including waste disposal and cover soil excavation areas, via aerial survey methods, to develop a comparison surface. The survey information will be used to determine consumed landfill capacity and remaining disposal capacity at the Dickinson Landfill Facility since the previous annual survey. HEI completed the 2023 annual utilization survey on October 24, 2023. It is anticipated the 2024 annual survey will be completed in mid to late October 2024 for consistency.
2. Prepare 3-dimensional topographic surface of facility utilizing the aerial survey. Conduct volumetric analysis to compare utilization surfaces to determine waste placement during the comparison period. Conduct volumetric analysis comparing the October 2024 utilization survey to the proposed full buildout grades to determine facility lifespan. Prepare cross section surface drawings detailing the differences (cut/fill) between the annual comparison surfaces.
3. Prepare an annual volume utilization summary report for the landfill facility and for ongoing permit reporting.
4. Support the City to revise annual updates to the facilities post-closure care estimate and financial test documentation. Effort includes development of one (1) comment response letter generated by Houston Engineering, Inc.
5. Houston Engineering, Inc. has supported the City with miscellaneous requests, correspondence and responses to the NDDEQ in previous years. This task order includes an allotment to provide on-call engineering services in 2024 to support ongoing coordination with the NDDEQ to maintain compliance with the facilities Solid Waste Permit SW-315. HEI will complete activities only as requested and authorized by the City of Dickinson.

Timeframe: The proposed work will be completed by December 31, 2024.

Sub-Consultant Services: NA. All services anticipated under this task order will be completed exclusively by Houston Engineering, Inc.

Estimates Costs: Estimated Costs for the 2024 engineering support services identified in the above Scope of Work

The total estimated fee for services is \$12,900. This cost estimate includes an itemized breakdown of services as follows:

- 2024 Annual Waste Utilization Survey, Engineering Analysis and Reporting = \$5,400.00
- HEI support of 2024 revisions to the facilities post-closure care & financial test documentation = \$2,500.00

- On-call general engineering services (estimated fee) = \$5,000.00

The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The total estimated fee will not be exceeded without prior written authorization of the Owner.



Public Works

March 13, 2024

RE: Skidsteer Bid Opening for Public Works-Solid Waste

Opened on March 11, 2024 at 9:00 A.M. MDT

Present at the opening were: Aaron Praus, Josh Olheiser, Rachel Shumaker, Kyle Ryder (Titan Machinery), Luke Dukart (RDO Equipment), Derek Northrup (Butler Caterpillar), Corey Jundt (Bobcat)

Butler Caterpillar bid a 2024 Caterpillar 272D3 at a total cost after trade (\$38,300) of \$67,375

RDO Equipment bid a 2024 John Deere 330P at a total cost after trade(\$31,000) of \$68,818

Titan Machinery bid a 2024 Case SV340B at a total cost after trade (\$32,000) of \$79,000

Bobcat bid a 2024 Bobcat S86 at a total cost after trade (\$40,000) of \$86,106.32

It is the recommendation of Public Works city staff to purchase the 2024 Caterpillar 272D3 from Butler Caterpillar for a total cost price of \$67,375, which is the lowest bid received. We feel that the purchase of this unit will be of the best interests to the City of Dickinson and will fit into our operations to perform the necessary duties. This unit will be replacing a Bobcat A-300 skidsteer that is part of our current operations.

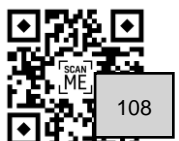
This is a 2024 budgeted capital purchase for the amount of \$60,000 as cash payment.

Thank you,

A handwritten signature in black ink that reads "Aaron J. Praus".

Aaron Praus

Public Work Director



**MEMORANDUM OF UNDERSTANDING
No. 24AG620032**

BETWEEN

**U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

AND THE

CITY OF DICKINSON, NORTH DAKOTA

This Memorandum of Understanding (MOU) executed on the date identified in the Area Manager's digital signature, is between the United States Department of the Interior, Bureau of Reclamation (Reclamation), and the City of Dickinson, North Dakota (hereinafter referred to as "City"). The purpose of this MOU is to identify and define the roles, duties, and funding responsibilities of Reclamation and the City regarding the development of a new, long term, water service contract for the supply of 1,000 acre-feet (AF) annually to the City through the outlet works of Dickinson Dam.

I. AUTHORITY

Reclamation's authority for the acceptance of non-federal funds identified in this MOU is provided through the following authorities: Reclamation Act of 1902 (Act of June 17, 1902; 32 Stat. 388), as amended and supplemented; Reclamation Extension Act (Act of August 13, 1914; 38 Stat. 686), Fact Finders Act of 1924, Subsection N (Act of December 5, 1924; 43 Stat. 704), The Omnibus Adjustment Act (Act of May 25, 1926; 44 Stat. 636), and Reclamation Project Act of 1939 (Act of August 4, 1939; 53 Stat. 1187).

II. BACKGROUND

The United States constructed Dickinson Dam and Edward Arthur Patterson Reservoir on the Heart River, near the City of Dickinson, North Dakota in 1949-1950. The Dickinson Unit is a component of the Pick-Sloan Missouri Basin Program (P-SMBP) and it was built to provide municipal, industrial, irrigation, flood control, recreation, and fish and wildlife benefits.

Reclamation and the City have entered into multiple contracts for municipal, and irrigation water supply since the dam's construction. The City contracted for up to 2,000 AF of municipal water supply through 1989. The development of the Southwest Pipeline Project by the State of North Dakota provided the City with a reliable alternative source of municipal water and, over time, the water service contracts with Reclamation were allowed to expire. Currently, Reclamation supplies up to 400 AF annually to the City (through Dickinson Parks and Recreation) for irrigation of the Heart River Golf Course and other recreational lands within the City.

The City has developed a water re-use system that currently supplies treated wastewater for industrial and municipal irrigation purposes. The City has received requests for water service

beyond their facility capacity, and in 2023, the City requested a review of the water availability for contracting from Patterson Reservoir. A preliminary review of the water availability was conducted, and the City has requested a new water service contract for up to 1,000 AF annually at a rate of approximately 620 gallons per minute to be provided through the outlet works of Dickinson Dam, beginning in 2025.

III. PURPOSE

The purpose of this MOU is to identify and define the roles, duties, and funding responsibilities of Reclamation and the City regarding the development of a new water service contract for the supply of 1,000 AF annually to the City through the outlet works of Dickinson Dam. Nothing in this MOU shall be construed to require, or compel, Reclamation to approve or provide the requested water service prior to the execution of a new water service contract.

IV. ROLES AND RESPONSIBILITIES

Reclamation's responsibilities will include the following:

1. Serve as the source of specific expertise in compliance with Federal laws and regulations.
2. Designate a point of contact for all matters related to the contracting process, as well as compliance with National Environmental Protection Act (NEPA) and other applicable laws.
3. Participate in discussions with the City related to the work activities described herein.
4. Complete all internal documentation necessary to obtain authority to negotiate and execute the requested contract.
5. Participate in technical negotiation sessions concerning the proposed contract actions.
6. Prepare and have final approval of the environmental compliance documentation.
7. Draft the necessary documents for the contract related actions.
8. Perform any other activity, or activities, that pertain to the purpose of this MOU.
9. Identify and document the Dickinson Dam operations and maintenance implications of the proposed contract.
10. Make final determination of the availability of project water for the proposed contract.

The City's responsibilities will include the following:

1. Designate a point of contact(s) for all matters relating to the work activities described herein.
2. Participate in discussion with Reclamation related to the work activities described herein.
3. Provide information and documentation requested by Reclamation for the internal documentation and analysis. This information includes the requested term of contract, the planned location and method of water quantity metering, the projected seasonality of contract water usage, and any other information necessary to prepare the requested contract.
4. Provide funds to Reclamation for work to be performed by Reclamation as described in this MOU.
5. Participate in technical negotiation sessions concerning the proposed contract actions.

Common Responsibilities include:

1. Attend meetings as necessary.
2. Develop a schedule to accomplish the tasks identified in this MOU. The Parties acknowledge and understand that the schedule developed is a target or a goal and that there are many influences outside the control of the signatories of the Parties that could affect progress. The Parties will work to resolve any issues that could delay the process and will meet periodically to update and revise the schedule as needed.

V. FEDERAL FUNDING

There is no federal funding associated with the work covered by this MOU.

VI. NON-FEDERAL FUNDING

The City will advance funds to Reclamation for the work associated with this MOU.

VII. ADVANCEMENT OF FUNDS

The City shall pay Reclamation for all its costs incurred as a result of activities performed through this MOU. In accordance with Anti-Deficiency Act (31 U.S.C. 1341 et seq.), funds must be provided to Reclamation in advance of activities performed by Reclamation personnel. The City shall advance to Reclamation its share of the funds necessary to accommodate Reclamation's expenditures for the work defined in section II, above.

Cost for performance of work under this MOU is estimated to be \$10,000. It is understood that this estimated cost is preliminary, and the actual cost may be more or less than estimated. A minimum balance of \$2,000 will be maintained in the MOU account to ensure a positive account balance. Whenever the balance falls below the minimum, Reclamation shall notify the City of the need for additional funds and the City shall promptly submit an additional advance. If the City fails to provide additional funds as requested, Reclamation will cease additional work until the additional funds are collected.

Any funds that have been advanced and not used shall be returned to the City without interest within 120 days of the completion of the work under this MOU or termination of the MOU.

VIII. TERMS OF MOU

1. This MOU shall terminate upon the earliest occurrence of any of the following: (i) execution of a proposed contract, (ii) determination that the proposed contract will not be issued, (iii) upon mutual agreement of all Parties; (iv) upon a thirty (30) day written notice of termination by either party to the other; (v) 5 years after execution,
2. This MOU may be extended or modified by signed mutual agreement of all parties.

IX. REPORTING

Reclamation will provide quarterly reports to the City showing a summary of expenditures charged against funds advanced and to-date expenditures. The City may challenge any expenses that it deems to be excessive or unreasonable. If a challenge is asserted, Reclamation and the City will promptly meet to attempt to resolve the concerns.

X. REQUIRED CLAUSES

The Contract will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, sexual orientation, gender identity, or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, sexual orientation, gender identity, or national origin as provided by the terms of Executive Order 11246.

No member of or Delegate to the Congress, Resident Commissioner, or official of the City shall benefit from this MOU other than as a water user or landowner in the same manner as other water users or landowners.

XI. CONFIDENTIALITY

The City shall not release any information prepared by either party, subcontractor, or consultant under or pursuant to this MOU, and shall keep such information confidential until Reclamation specifically approves releasing such information to the public.

XII. KEY OR RESPONSIBLE PERSONNEL

Mr. Timothy Dodd
 Civil Engineer
 Dakotas Area Office
 Bureau of Reclamation
 304 E. Broadway Avenue
 Bismarck ND 58501
 701-425-5929
 tdodd@usbr.gov

Mr. Scott Decker
 Mayor City of Dickinson
 38 1st St. West
 Dickinson, ND 58601
 701-456-7720
 scott_decker@ndsupernet.com

XIII. SIGNATURE PARTIES

IN WITNESS WHEREOF, the Parties have executed this MOA and agree to the terms and conditions on the date and year indicated in the Area Manager's digital signature.

UNITED STATES DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 MISSOURI BASIN REGION
 DAKOTAS AREA OFFICE

By: _____
 Mr. Joseph E. Hall
 Area Manager

CITY OF DICKINSON, NORTH DAKOTA

By: _____
 Mr. Scott Decker
 Mayor City of Dickinson



Public Works

March 14, 2024

RE: MOU with Bureau of Reclamation

This Memorandum of Understanding (MOU) is between the United States Department of the Interior, Bureau of Reclamation and the City of Dickinson. The purpose of this MOU is to identify and define the roles, duties, and funding responsibilities of the Bureau of Reclamation and the City of Dickinson regarding the development of a new, long term, water service contract for the supply of 1,000 acre-feet (AF) annually to the City of Dickinson through the outlet works of Dickinson Dam.

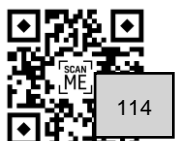
Cost for performance of work under this MOU is estimated to be \$10,000. It is understood that this estimated cost is preliminary, and the actual cost may be more or less than estimated. A minimum balance of \$2,000 will be maintained in the MOU account. Any funds that have been advanced and not used shall be returned to the City without interest within 120 days of the completion of the work under this MOU or termination of the MOU. Gross Production Tax will be used as the funding source for this MOU.

The MOU has been reviewed by City staff and Attorney Wenko. It is staff recommendation to approve the MOU between the United States Department of the Interior, Bureau of Reclamation and the City of Dickinson.

Thank you,

A handwritten signature in black ink that reads "Aaron L. Praus".

Aaron L. Praus
Public Works Director





Works

February 2024 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

Know your H₂O



DICKINSON RESIDENTS

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

Quick. Easy. Free.

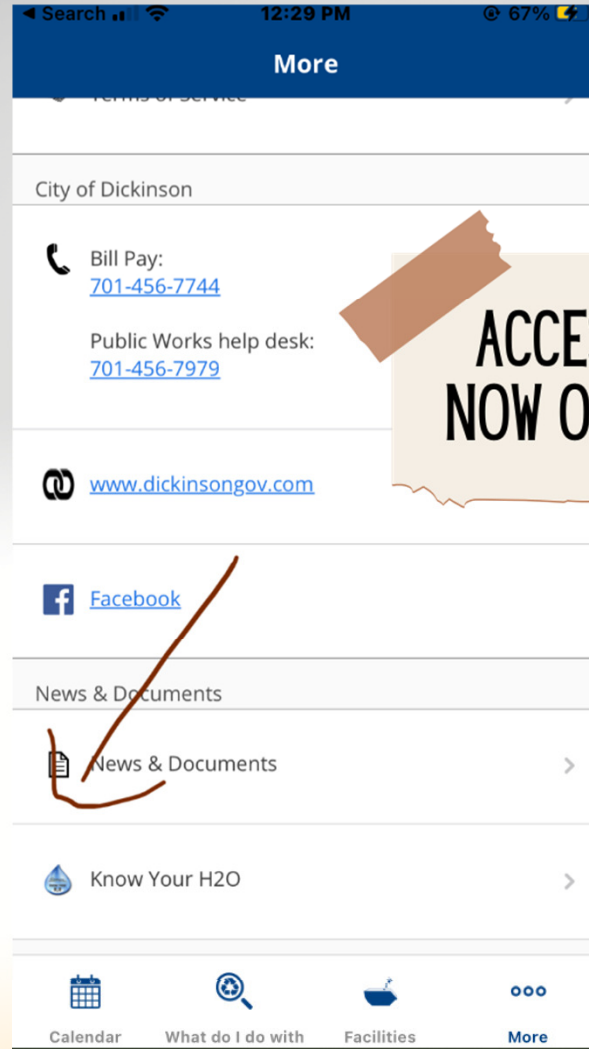
DICKINSONGOV.COM/H2O

701.456.7979 OR
701.456.7744



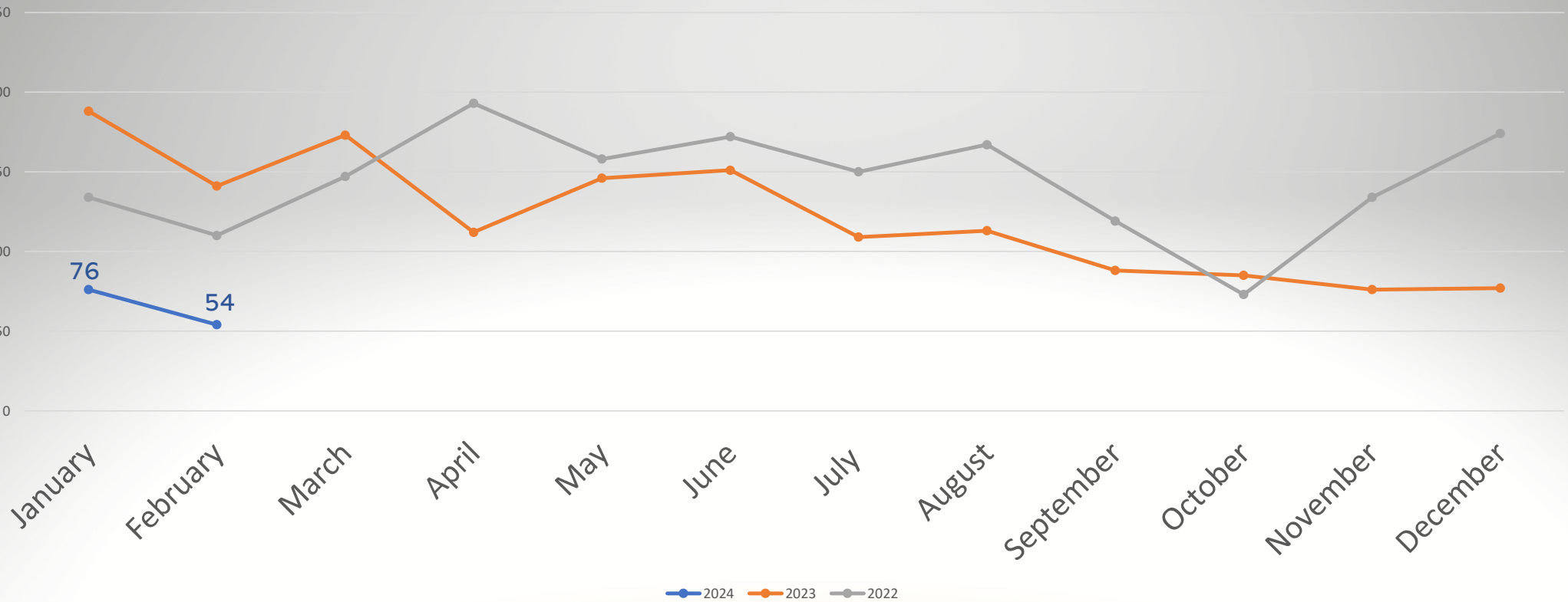
Events

DickinsonWorks



**ACCESS TO KNOW YOUR H2O
NOW ON DICKINSONWORKS APP**

SERVICE REQUESTS BY MONTH



Overview – February Requests



Forestry - February



- PERFORMED RESIDENTIAL CONSULT REGARDING TREE HEALTH & REMOVAL
- CONTINUED CITY TREE MAINTENANCE
- UPDATED FORESTRY WOODCHIPPER & SINGLE AXLE
- PROVIDED 2-HR CHAINSAW SAFETY & TECH TRAINING TO 9 CITY STAFF
- UPDATED 2024 URBAN FORESTRY COMMITTEE MEMBERS
- ASSISTED DICKINSON PARKS & REC IN REMOVAL OF TREE AT HEART RIVER GOLF COURSE

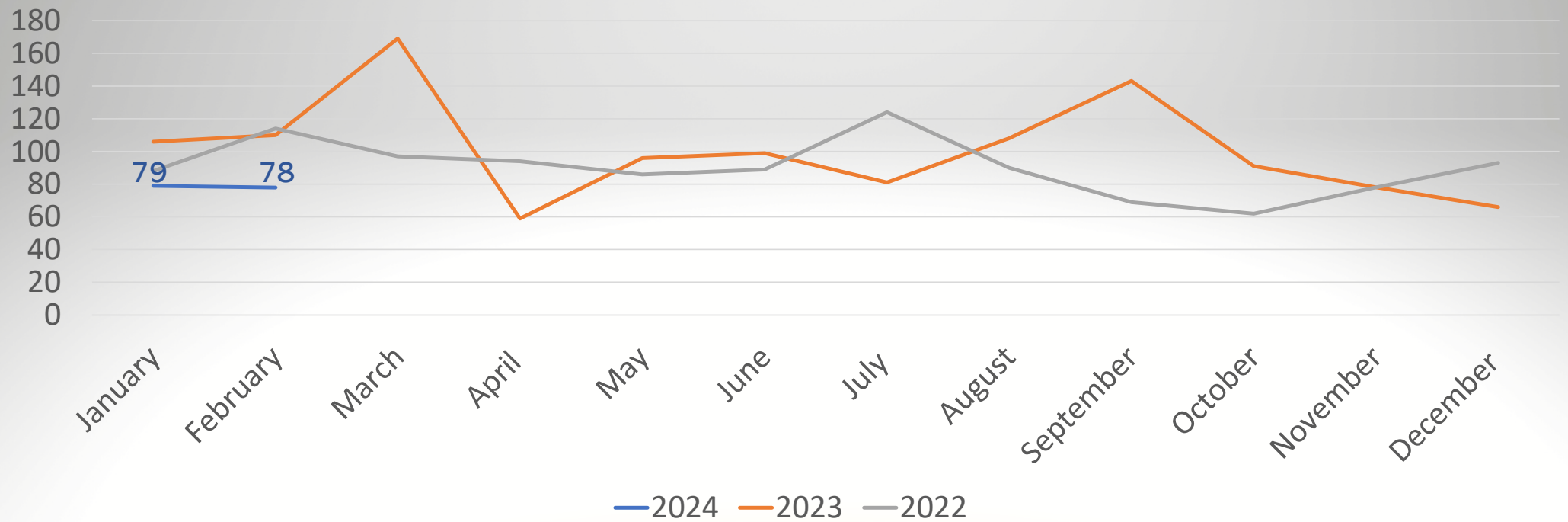
Buildings and Grounds

FEBRUARY

- CONTINUED WORKING ON CEMETERY MAPS
- CLEARED SNOW FROM CITY SIDEWALKS & WALKWAYS
- CHECKED ALL EMERGENCY LIGHTING AT CITY HALL & IN PROGRESS--BATTERY REPLACEMENT



Fleet Work Orders



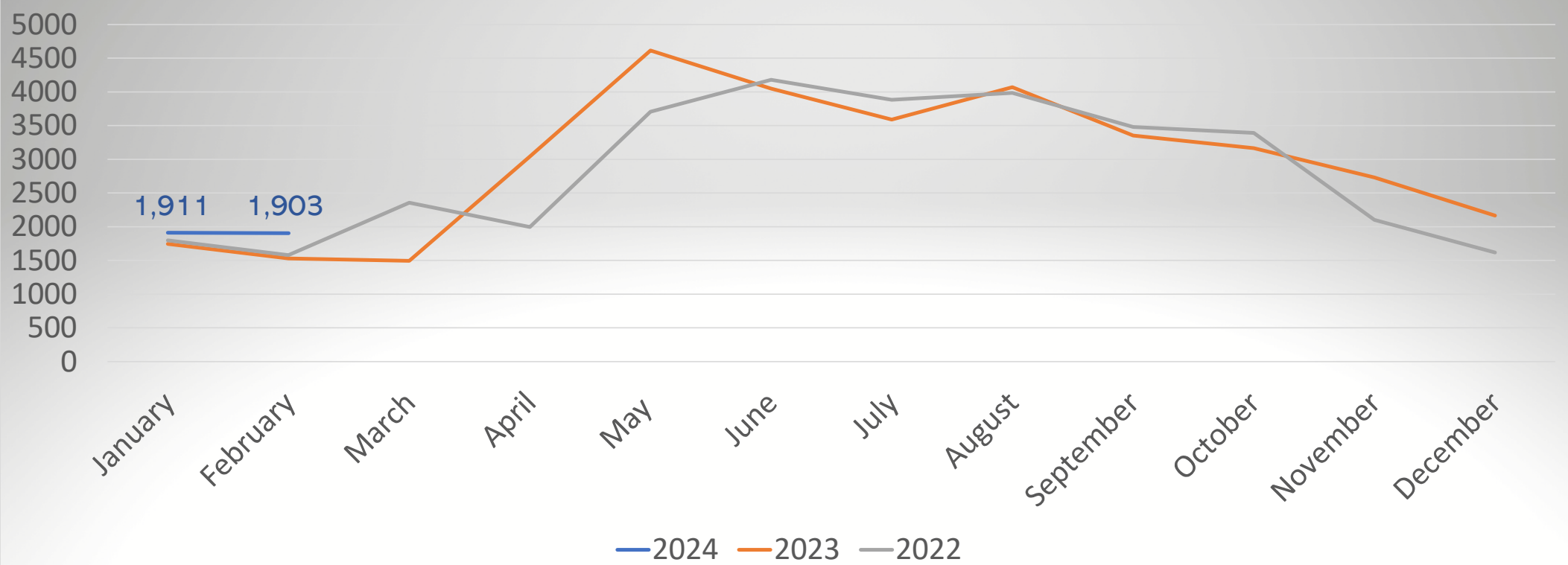
Overview – Fleet Work Orders



Solid Waste - Overall Tonnages



Scale Transactions



Solid Waste

SOLID WASTE/RECYCLING

- LEACHATE PUMPED-24,000 GAL
- PETERBILT/NEW WAY FRONT LOAD GARBAGE TRUCK-\$298,500.00
- FORD EXPLORER-\$34,254.00



Street Dept.

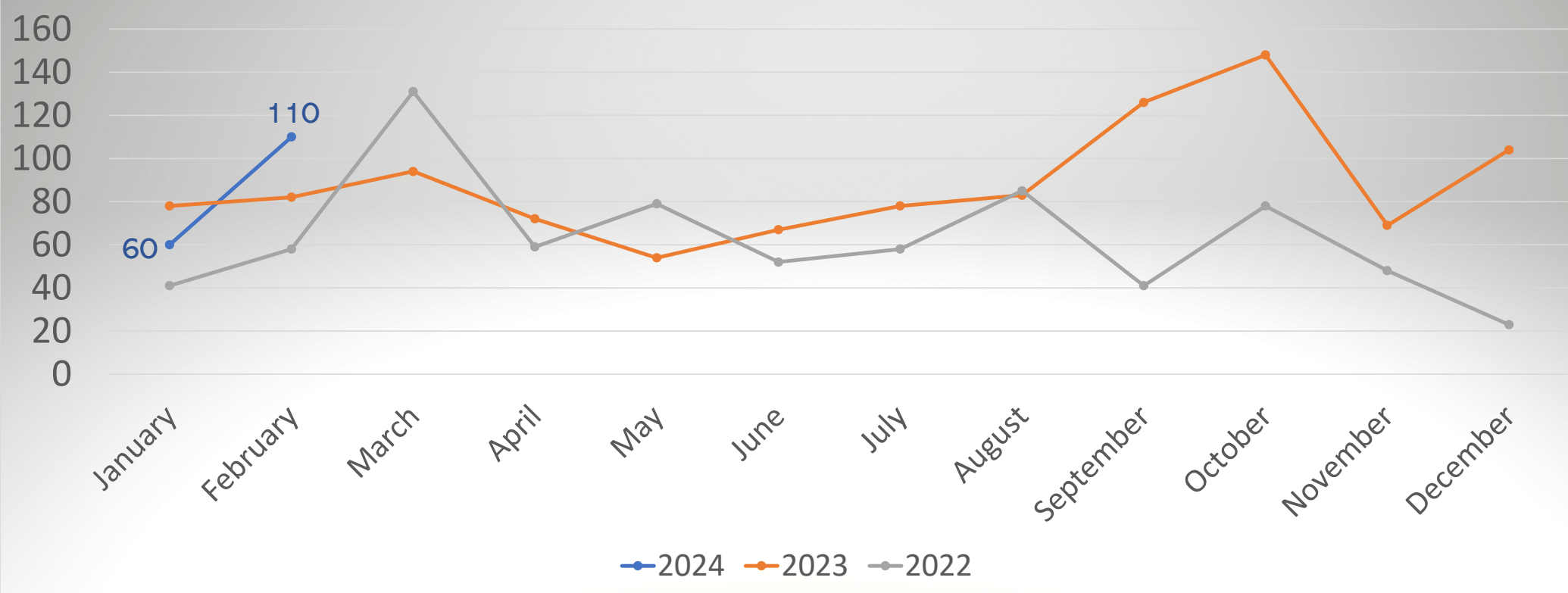
EQUIPMENT
GENERAL MAINTENANCE
PREVENTATIVE MAINTENANCE
STREET SWEEPER PREPARATION

SNOW/ICE
PERIODIC ICE CONTROL AS NEEDED
IN THE EARLY MORNING HOURS

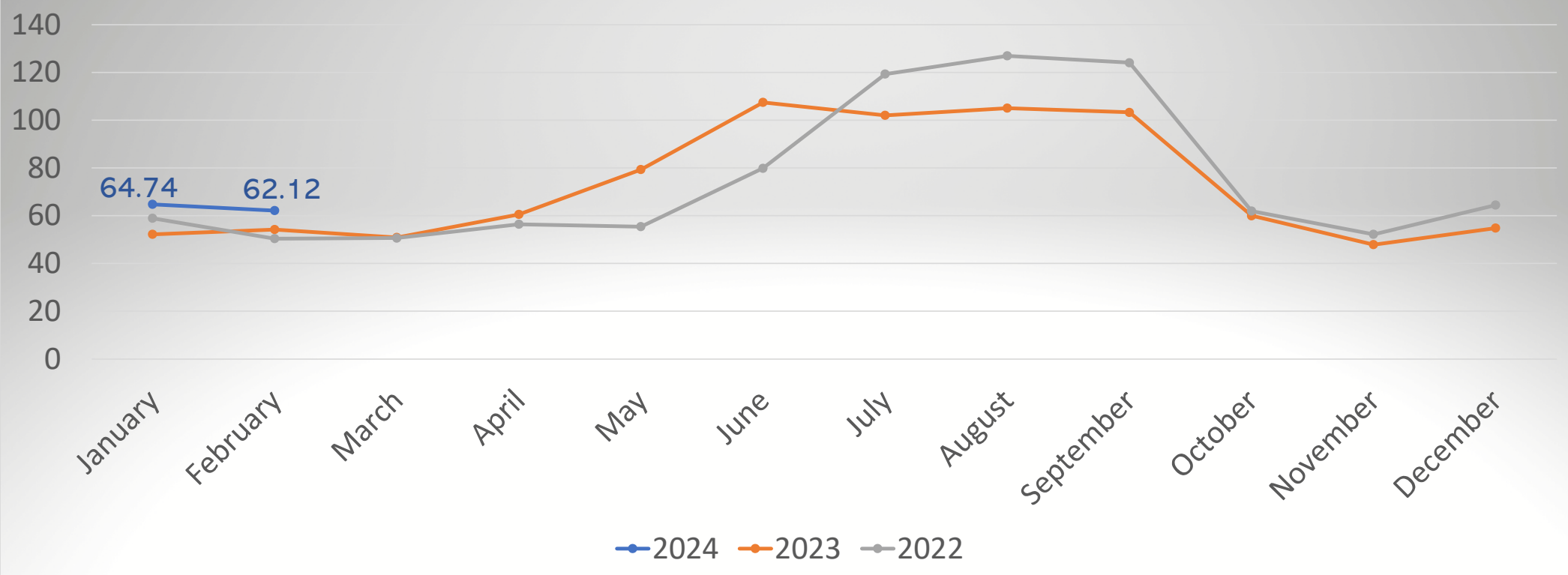


Ice Control Hours: 119.75 hrs.

Utility Billing Work Orders



Southwest Water Authority



Water Utilities



Water Utilities

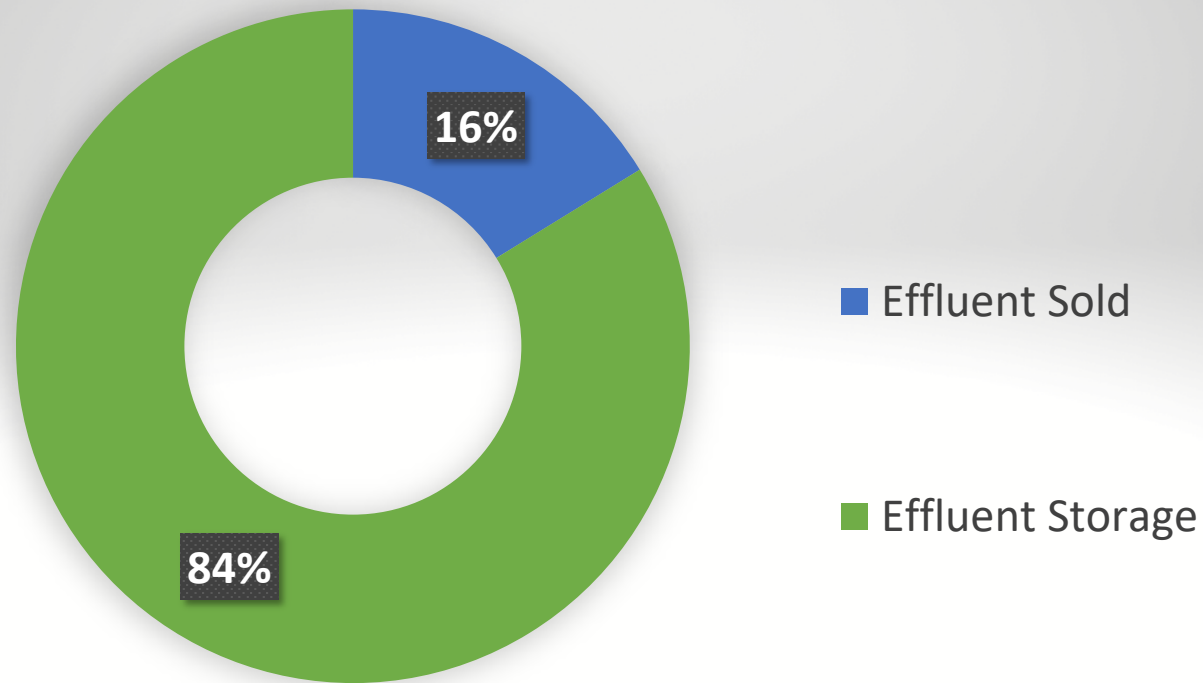
2 WATER BREAKS

- 669 4TH AVE SW & 445 10TH ST E

- 37 LG METER UPGRADES
- 19 REGISTERS REPLACED



Water Reclamation Facility



66 Million Gallons Total Effluent in February

February Callout and Overtime Hours

BUILDINGS &
GROUNDS
2.75 HOURS

- LEGACY SQUARE
- BUILDING MAINTENANCE

STREET
DEPARTMENT
28.25 HOURS

- EMERGENCY CALLOUTS

SOLID WASTE
89.75 HOURS

- EXTENDED SHIFTS
- DROP SITES
- WEEKEND HOURS

WATER UTILITIES
52 HOURS

- LIFT STATION WEEKEND CHECKS
- WATER MAIN OFF AND ON
- LIFT STATION MAINTENANCE

Total Hours: 172.75 hours in February

Open Positions at Public Works

BUILDINGS & GROUNDS

SEASONAL (6)

APPLY NOW

SOLID WASTE

SOLID WASTE OPERATOR (4)

FLEET DEPT.

FLEET SHOP TECH (1)

STREET DEPT.

STREET MAINTENANCE OPERATOR (3)

FORESTRY

SEASONAL (1)

RETURNING SEASONAL EMPLOYEES

BUILDINGS & GROUNDS
6 RETURNING SEASONALS

WATER DEPT.
4 RETURNING SEASONALS

SOLID WASTE DEPT.
2 RETURNING SEASONALS

FORESTRY
2 RETURNING SEASONALS

New Staff

Welcome to the Public Works team!



Payton Ames
Solid Waste Operator



QUESTIONS?

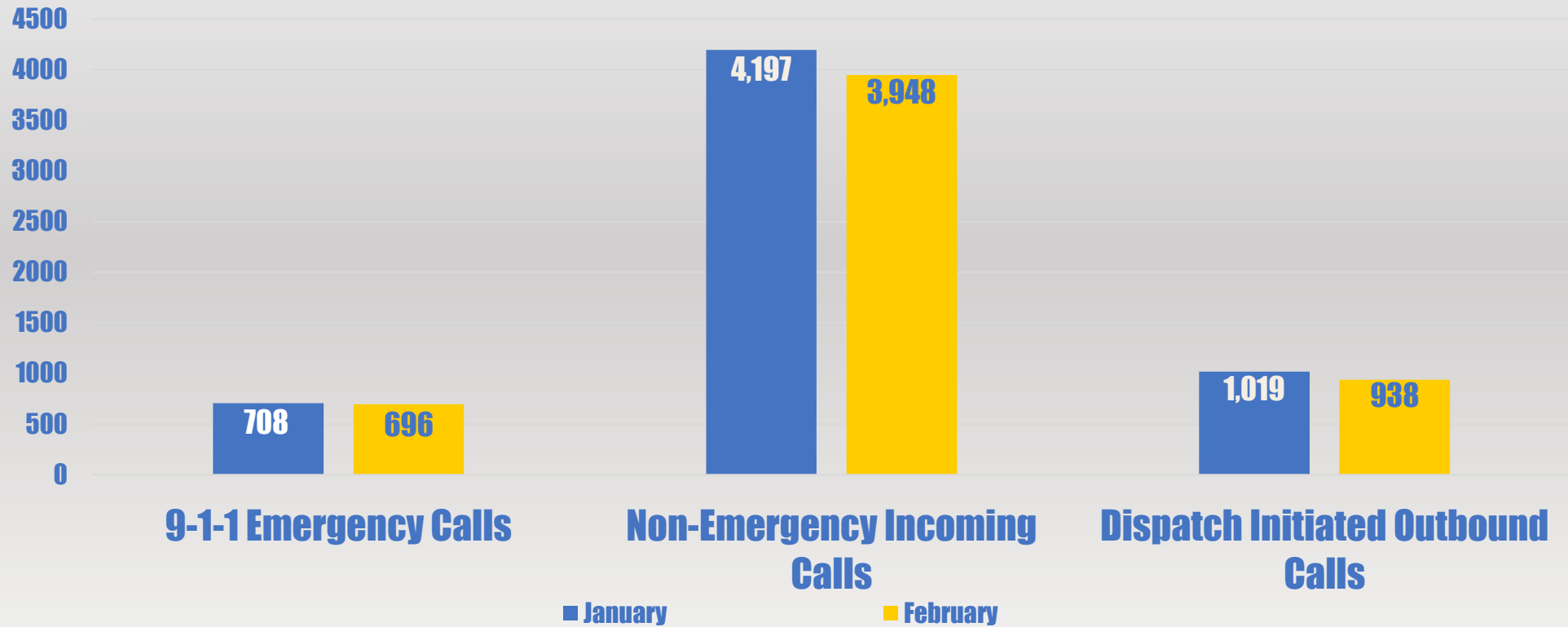


DICKINSON POLICE



FEBRUARY 2024 MONTHLY REPORT

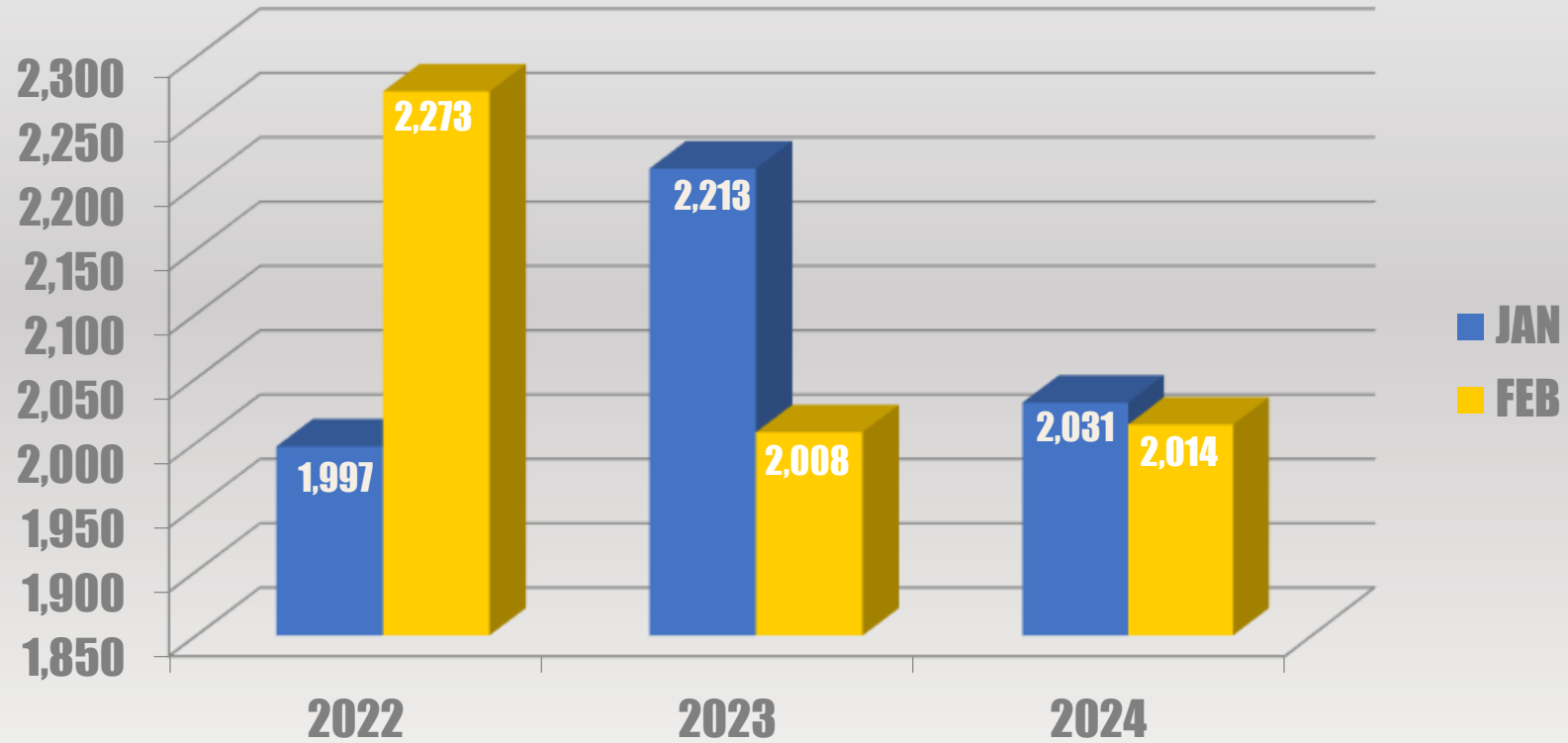
DISPATCH (PSAP) ACTIVITY



STRENGTH THROUGH UNITY



FEBRUARY CALLS FOR SERVICE



STRENGTH THROUGH UNITY



TRAFFIC CONTROL



287
Traffic
Stops

155 [44 SPEEDING]
Citations

184
Warnings



STRENGTH THROUGH UNITY



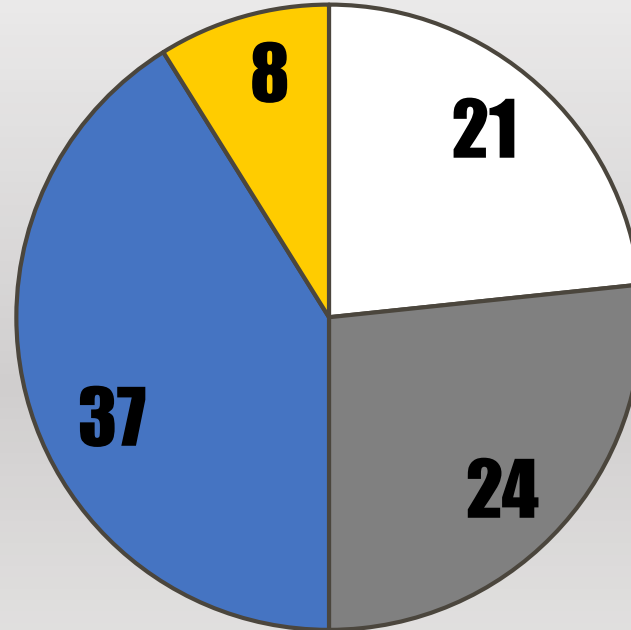
ACCIDENTS



STRENGTH THROUGH UNITY



190 TOTAL ARRESTS



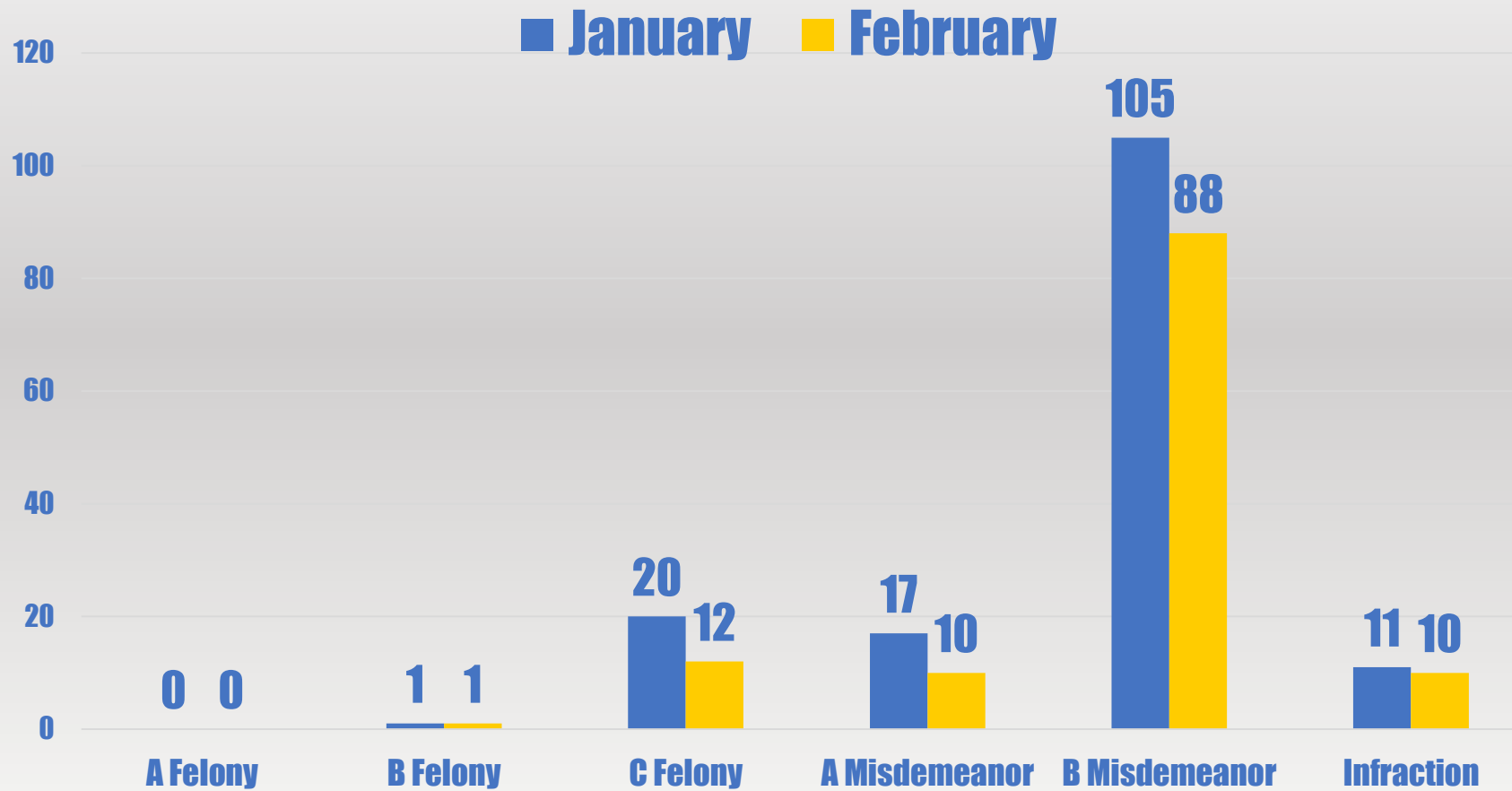
- ☐ Drug Related
- ☐ Alcohol Related
- ☑ Violent Crimes
- ☑ Thefts



STRENGTH THROUGH UNITY



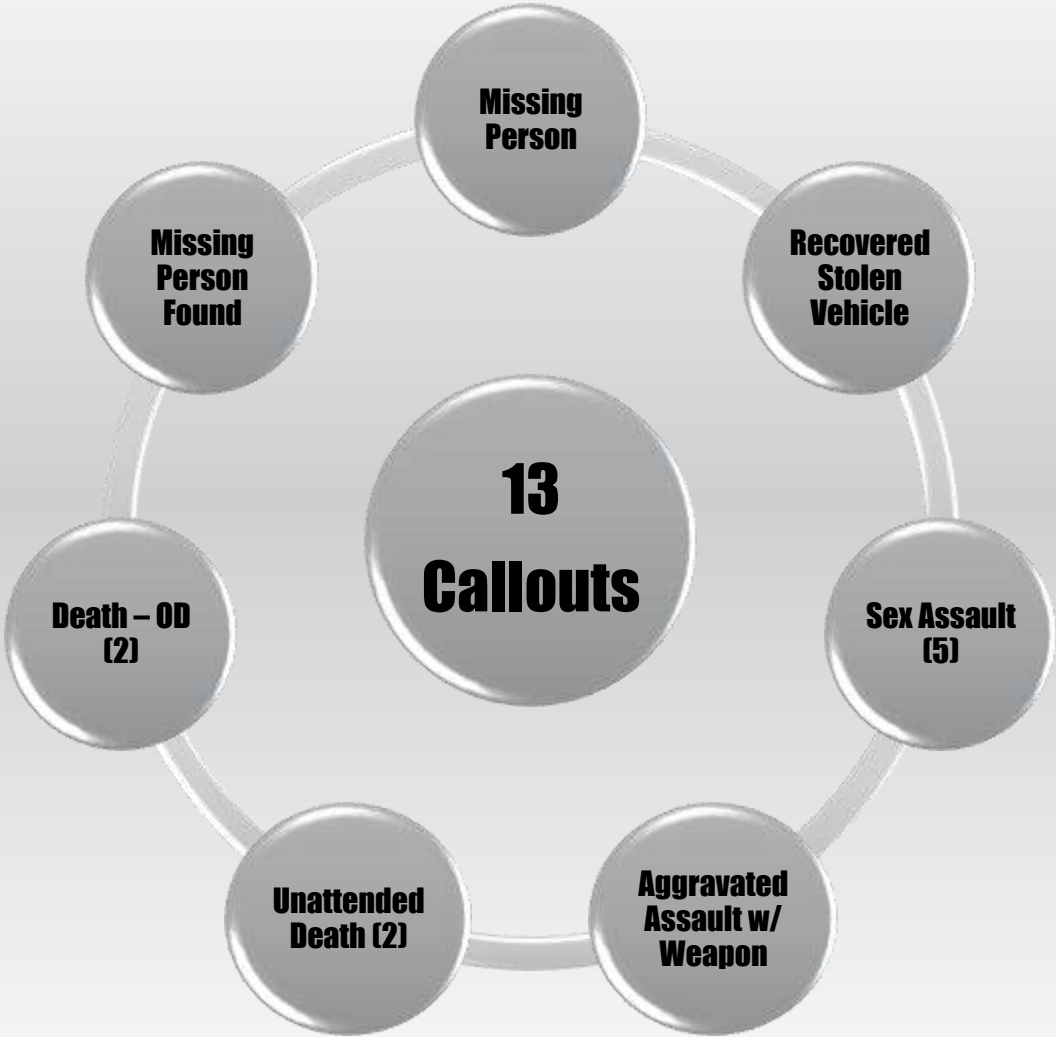
ARREST CLASSIFICATIONS



STRENGTH THROUGH UNITY



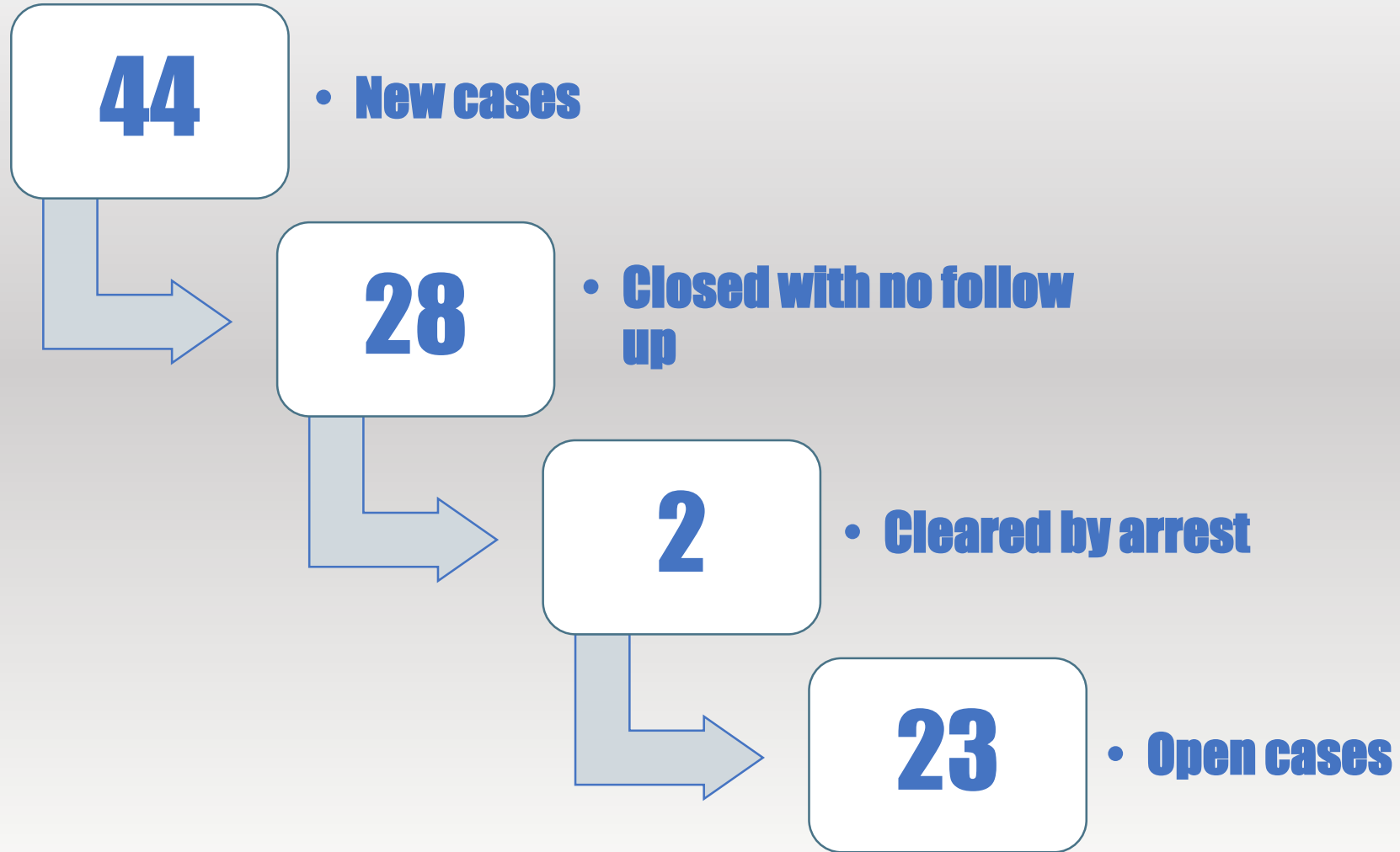
CRIMINAL INVESTIGATIONS



STRENGTH THROUGH UNITY



CRIMINAL INVESTIGATIONS



STRENGTH THROUGH UNITY



CRIMINAL INVESTIGATIONS

8

- **Search Warrants**

7

- **Agency Assists**

5

- **Sex Assault Crimes**



STRENGTH THROUGH UNITY



NOTABLE INCIDENTS

CID Highlights

Patrol made 20 Domestic Violence related arrests in January and February.

Dollar General burglarized. Suspects identified through assistance from public. Search warrants were executed at residences of suspects. Evidence of crime and multiple arrests have been made.

Suspect arrested for DUI (4th), Criminal Vehicular Injury Involving Motor Vehicle, Reckless Driving, and Driving Under Suspension. At State Av and Empire.



BEHAVIORAL HEALTH



STRENGTH THROUGH UNITY



TRAINING



415 POST HRS

32 NON-POST

447 TOTAL DEPT HRS

Leadership - 8 hrs

- **7 SWORN & 4 UNSWORN**

Non-Escalation Street Level De-Escalation: 24 hrs

- **5 SWORN – SUPERVISION & OFFICERS**

Drug Recognition Expert - 120 hrs

- **1 SENIOR OFFICER**



RECORDS

20 - Fingerprints
35 - Sex Offender Registrations
50 – Warrants / Summons Processed

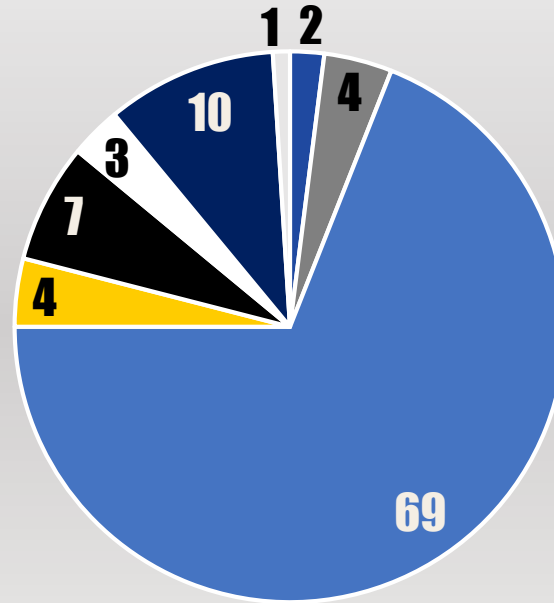


STRENGTH THROUGH UNITY



ANIMAL SHELTER

100 CALLS FOR SERVICE



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



STRENGTH THROUGH UNITY



ANIMAL SHELTER

IMPOUNDED ANIMAL TYPES	RETURNED TO OWNER	RESCUE	ADOPTED	REMAIN AT SHELTER	EUTHANIZED
34 DOGS	26	3	1	4	0
18 CATS	2	7	4	5	0
0 OTHER					
52 - TOTALS:	28	10	5	9	0

52 IMPOUNDED ANIMALS	#
STRAY	45
SURRENDERED	1
STARK COUNTY CAPTURE	3
INMATE, COURT, OTHER	2
BITE	1
OUT OF AREA	0

STRENGTH THROUGH UNITY



SCHOOL RESOURCE OFFICERS

DICKINSON STATE UNIVERSITY

- 1 CFS (0 SUMMONS ISSUED)

HIGH SCHOOL

- 25 CFS (3 JUVENILE & 2 ADULT SUMMONS ISSUED)

MIDDLE SCHOOL

- 26 CFS (3 JUVENILE SUMMONS ISSUED)

ELEMENTARY SCHOOL

- 5 CFS (0 SUMMONS ISSUED)



STRENGTH THROUGH UNITY



**COMMUNITY
SERVICE
COORDINATOR**

Active shooter trainings for CHI & DSU

Drug presentation @ Pioneer Haven

Assisted Berg with new crossing procedures

Internet & social media presentation

Adopt a Cop

Hockey bus escort

Parent Teacher Conferences

Supervised DMS dance

CTE Campus Law Enforcement presentation



2023 TRAFFIC SAFETY OFFICER OF THE YEAR

Section 6. Item A.



OFFICER ABBY JOHNSON

STRENGTH THROUGH UNITY



DRUG RECOGNITION EXPERT (DRE)

**SENIOR OFFICER
ANDY STIDHAM**



STRENGTH THROUGH UNITY





DICKINSON POLICE

Section 6. Item A.



STRENGTH THROUGH UNITY

From: [Jotform](#)
To: [Sylvia Miller](#); [Sylvia Miller](#); [Steven Josephson](#); [Dustin D. Dassinger](#); [Loretta Marshik](#); [Leonard W. Schwindt](#); [Joshua Skluzacek](#); [Nicole Snyder](#); [Nicole Snyder](#)
Subject: Re: Unified Development Application
Date: Thursday, January 25, 2024 2:20:34 PM
Attachments: [5820268190015497611_signature_19.png](#)
[5820268190015497611_signature_23.png](#)
[Letter.pdf](#)
[Deed letter.pdf](#)
[4637 W Villard proposed.pdf](#)
[GEO transmittal letter.docx](#)
[5820268190015497611_signature_19.png](#)
[5820268190015497611_signature_23.png](#)



Unified Development Application

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

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

Type of Development **Special Use Permit**

Name **Bill Kainz**

Company **GEO Chemicals**

Applicant Email **bill.kainz@geo-chemicals.com**

Applicant Phone # **(701) 260-3339**

Applicant Representative (if applicable) **Bill Kainz**

Applicant Representative Company **GEO Chemicals**

Applicant Representative Email **bill.kainz@geo-chemicals.com**

Applicant Representative Phone # **(701) 260-3339**

Owner Name **Jeremy Rudolph**

Owner Address 2225 West Villard, Dickinson, ND, 58601

Owner Email rudolph@pathfinderinspections.com

Owner Phone # (307) 438-0649

Is the owner present to Sign Yes

Signature



Will this application require any other action to complete the development? No

Metes and Bounds Description N/A

	1/4 Section	Township	Range
Description	07	169	96

Legal - Lot/Block/Addition	Lot	Block	Addition
Description	2 and 3	2	Dickinson Industries

Property Address / General Project Location 4637 Villard St. W. Dickinson, ND

Total Square Footage or Acreage of Subject Property 2.7 acres

Existing Future Land Use Map Category Industrial

Existing Zoning GI - General Industrial

Existing Use Industrial

Overlay District Description N/A

Special Use Permit for the following Use: For daily operations and oil field chemical storage

Site Exhibit - Not Less than 1" = 20' Scale [4637 W Villard proposed.pdf](#)

Transmittal Letter (Explanation of Request & Proposed Operations) [GEO transmittal letter.docx](#)

Rezone Calc Multiplier 0

Minor Platting Multiplier 0

Prelim Platting Multiplier 0

Major Platting Multiplier 0

Application Calc 350

Deed for Property [Deed letter.pdf](#)

Application Fees Applicable Fees 350.00 USD

Total: \$350.00

Transaction ID: n1h7mqyc

==Payer Info==

First Name William
Last Name Kainz
E-Mail bill.kainz@geo-chemicals.com

Applicant Signature



Date 03-01-2025

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



This Property not included



Proposed Berm Area

SUP-002-2024

Above Storage of Toxic Chemicals





Geo Chemicals is applying for a Special Use Permit on the property located at 4637 West Villard. The special use will be for the storage and distribution of oilfield chemicals along with the daily operations of our business. We are currently operation at 2367 West Villard and the operations will be exactly the same as what we are doing currently.

Chemicals will be stored on location in pails, drums, and totes. No bulk storage tanks will be used at this time. Daily operations include loading and unloading of trucks.

GEO Chemicals will work with Dickinson Rural Fire Department and Stark County Emergency Management and will follow all county and state requirements for the storage of our products.

It is being proposed to build a permanent berm for containment of a potential spill on the storage area of the chemicals along the south border of the property. No hazardous chemicals will be stored indoors at the facility.

Thank you for allowing Geo-Chemicals the opportunity to provide you with our chemical products, field services, and technical support. Should you have questions, please do not hesitate to contact Bill Kainz Area Manager, or Art Shepard Vice President of Geo-Chemicals.

Geo-Chemicals LLC



Staff Report

To: City of Dickinson Planning & Zoning Commission
From: City of Dickinson Community Development Services
Date: February 26, 2024
Re: SUP-002-2024 Chemical Storage Special Use Permit

OWNER/APPLICANT

Bill Kainz
 GEO Chemicals, LLC 2225 West Villard,
 Dickinson, ND 58601
 Bill.kainz@geo-chemicals.com
 (701) 260-3339

Public Hearing	March 13, 2024	Planning and Zoning Commission
Final Consideration	March 19, 2024	City Commission

Geo Chemicals, LLC is applying for a Special Use Permit on a property located at 4637 West Villard. The special use permit will be for the storage and distribution of oilfield chemicals along with the daily operations of their business. They are currently operating at 2367 West Villard and have communicated that the operations as they can be observed at the current site should be expected to be no different from those at the 4637 West Villard location.

They will store chemicals which have are listed in the chemical inventory in accompanying attachments, on site in pails, drums, and totes. No bulk storage tanks are being proposed.

Public Comments: None

Staff Recommendation: Approval subject to conditions listed within this staff report.

LOCATION

The property proposed for this Special Use Permit is legally described as Lots 2 and 3, Block 2 of the Dickinson Industries Addition located in the northwest quarter of Section 7, Township 140 North, Range 96 West, 5th, in the City of Dickinson’s ETZ. The site is located at the southwest corner of the intersection between Villard St W and GTA Dr.



CURRENT ZONING	GI
FUTURE LAND USE MAP DESIGNATION	Industrial
GROSS SITE ACREAGE	+/- 2.7 acres
LOTS PROPOSED	N/A

NEARBY ZONING & LAND USE		
Direction	Zoning	Land Use
North	AG	Agriculture
East	GI	Varied industrial uses
South	GI	Varied industrial uses
West	GI	Varied industrial uses

STAFF ANALYSIS

Purpose for SUP Application

Section 39.04.005 Development Regulations: Table 4-2: Permitted Uses by Zoning District

Note 8. Toxic Gaseous Storage: Storage facilities of toxic gaseous, materials, tanks/or bulk facilities shall not be built within (2) two miles of any residential subdivision or within (1) mile of any building for human occupancy generally, unless approved by a special use permit after a finding that storage will not pose a potential public health hazard.

Section 39.06.007 Performance Standards for Industrial Uses

(10) Industrial Uses in the GI District: Performance Standards

Storage of Chemical Products: If allowed by Special Use Permit, any above of below ground storage of liquid petroleum products or chemicals of a flammable or noxious nature shall not exceed 150,000 gallons when stored on one lot less than one acre. Such storage shall not exceed 25,000 gallons in any one tank. Storage of liquid petroleum products or chemicals of a flammable or noxious nature in excess of 25,000 gallons shall be located at least 50 feet from any structure intended for human habitation and at least 1,000 feet from any Residential or Commercial Zoning district.

Compatibility with Local Uses

With the assumption that all necessary precautions are made relating to the transmission, storage, and/or use of the listed chemicals, the surrounding land uses are found to be compatible, as the nearest residence is over 1,000 feet from the subject parcel. All adjacent parcels are zoned as General Industrial.

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. The City of Dickinson Fire Department has reviewed this request and has issued no statements of concern which would not be addressed by the recommended conditions.

Public Input

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

Staff Recommendation

City Community Development Services Staff recommends approval of SUP-002-2024, subject to the following conditions:

1. Hazardous materials to be stored on site shall be limited to the ones listed in the attached "Chemical Inventory"
2. Development and on-site operations of hazardous materials shall be as described in this staff report as well as in the material found in the attachments.
3. No more than 25,000 gallons of chemicals shall be stored within 50 feet of any structure of human habitation.
4. No more than 25,000 gallons of chemicals shall be stored within 1,000 feet of any Residential or Commercial zoning districts.

5. As part of the development process, and to facilitate public safety, the applicant shall coordinate with law enforcement and emergency responders, including the City of Dickinson Police Department, the Dickinson Rural Fire Department, and the Stark County Emergency Management Department.
6. To ensure compliance with the all applicable regulations as well as the conditions of the special use permit, the applicant shall arrange for annual inspections by the City of Dickinson Community Development as well as other appropriate agencies. The first inspection shall occur no later than one year after approval of the special use permit.
7. The SUP approval shall expire with any change in ownership. All subsequent owners of the property shall be required to reapply for SUP approval.
8. On-site storage of hazardous materials shall comply with all applicable City, County, State and Federal regulations.
9. A final engineering review of the storm water volume calculation, berm detail, and synthetic line specifications shall be completed prior to final approval.

MOTIONS:

*****Approval*****

*“I move the City of Dickinson Planning and Zoning Commission recommend approval of **SUP-002-2024** 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-002-2024** as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare.”*

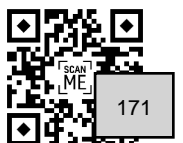


ADMINISTRATION

SUP-002-2024 A request for a Special Use Permit to allow for above-ground chemical storage in the General Industrial (GI) zoning district. The property is legally described as Lots 2 & 3, Block 2, Replat of Dickinson Industries Subdivision within the City of Dickinson's Extra-Territorial Zone.

Both the Planning and Zoning Commission and City staff recommend approval subject to conditions as amended.

Steve



RESOLUTION NO. _____ - 2024

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

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 GEO Chemicals, LLC for a chemical storage facility, which is a discretionary use provided for in the Dickinson City Code; and

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

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

4637 West Villard, Dickinson, ND 56801
Lots 2 and 3, Block 2 of the Dickinson Industries Addition located in the northwest quarter of Section 7, Township 140 North, Range 96 West, 5th, in the City of Dickinson’s ETZ

The Special Use Permit is subject to the following conditions:

1. Hazardous materials to be stored on site shall be limited to the ones listed in the “Chemical Inventory” attached to the Staff Report
2. Development and on-site operations of hazardous materials shall be as described in this staff report as well as in the material found in the attachments.
3. No more than 25,000 gallons of chemicals shall be stored within 50 feet of any structure of human habitation.
4. No more than 25,000 gallons of chemicals shall be stored within 1,000 feet of any Residential or Commercial zoning districts.
5. As part of the development process, and to facilitate public safety, the applicant shall coordinate with law enforcement and emergency responders, including the Stark

County Sheriff's Department, the Dickinson Rural Fire Department, and the Stark County Emergency Management Department.

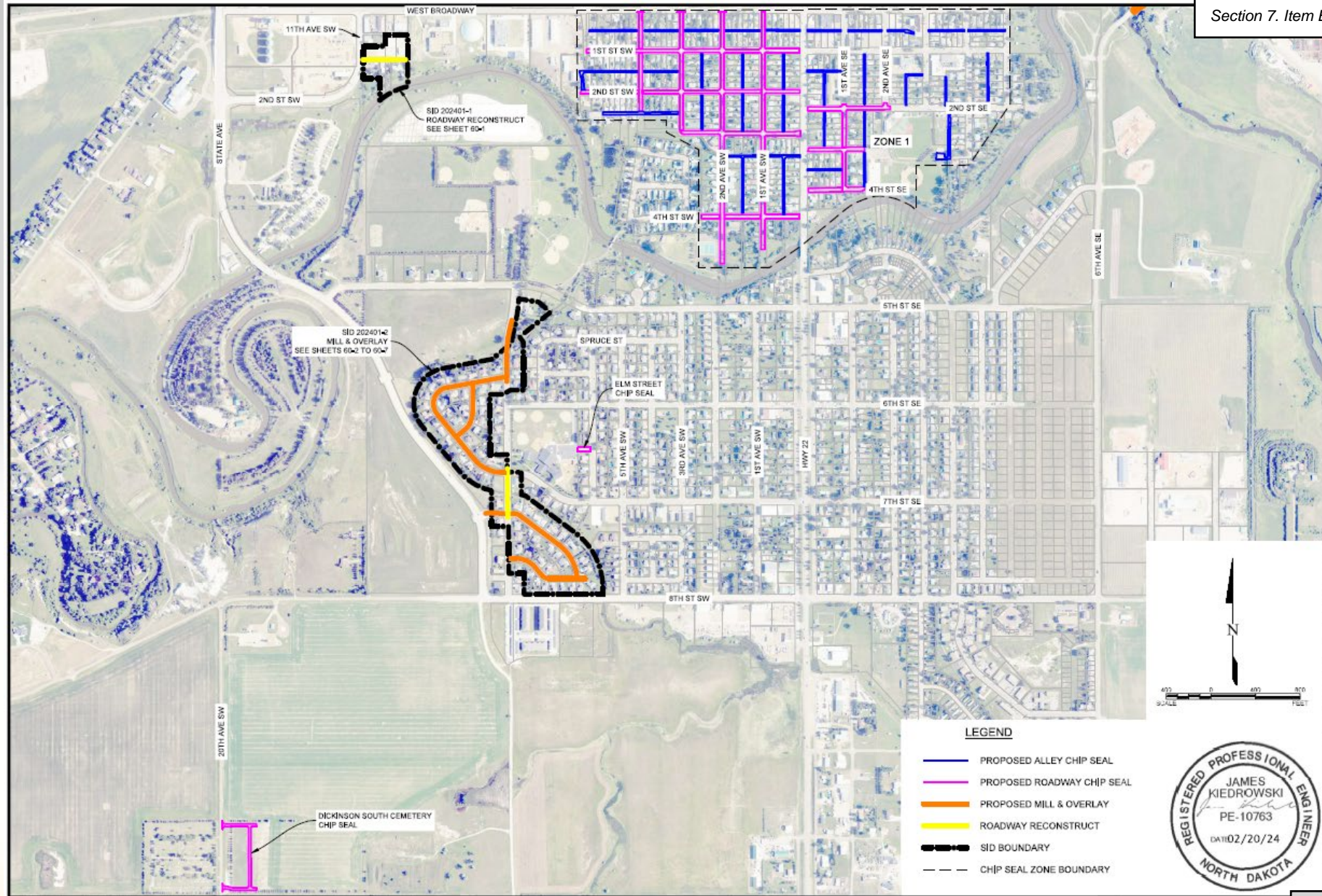
- 6. To ensure compliance with the all applicable regulations as well as the conditions of the special use permit, the applicant shall arrange for annual inspections by the City of Dickinson Community Development as well as other appropriate agencies. The first inspection shall occur no later than one year after approval of the special use permit.
- 7. The SUP approval shall expire with any change in ownership. All subsequent owners of the property shall be required to reapply for SUP approval.
- 8. On-site storage of hazardous materials shall comply with all applicable City, County, State and Federal regulations.
- 9. A final engineering review of the storm water volume calculation, berm detail, and synthetic line specifications shall be completed prior to final approval.

Dated this _____ day of March 2024.

Scott Decker, President
Board of City Commissioners

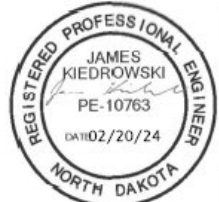
ATTEST:

Dustin Dassinger
Dickinson City Administrator



LEGEND

- PROPOSED ALLEY CHIP SEAL
- PROPOSED ROADWAY CHIP SEAL
- PROPOSED MILL & OVERLAY
- ROADWAY RECONSTRUCT
- SID BOUNDARY
- CHIP SEAL ZONE BOUNDARY



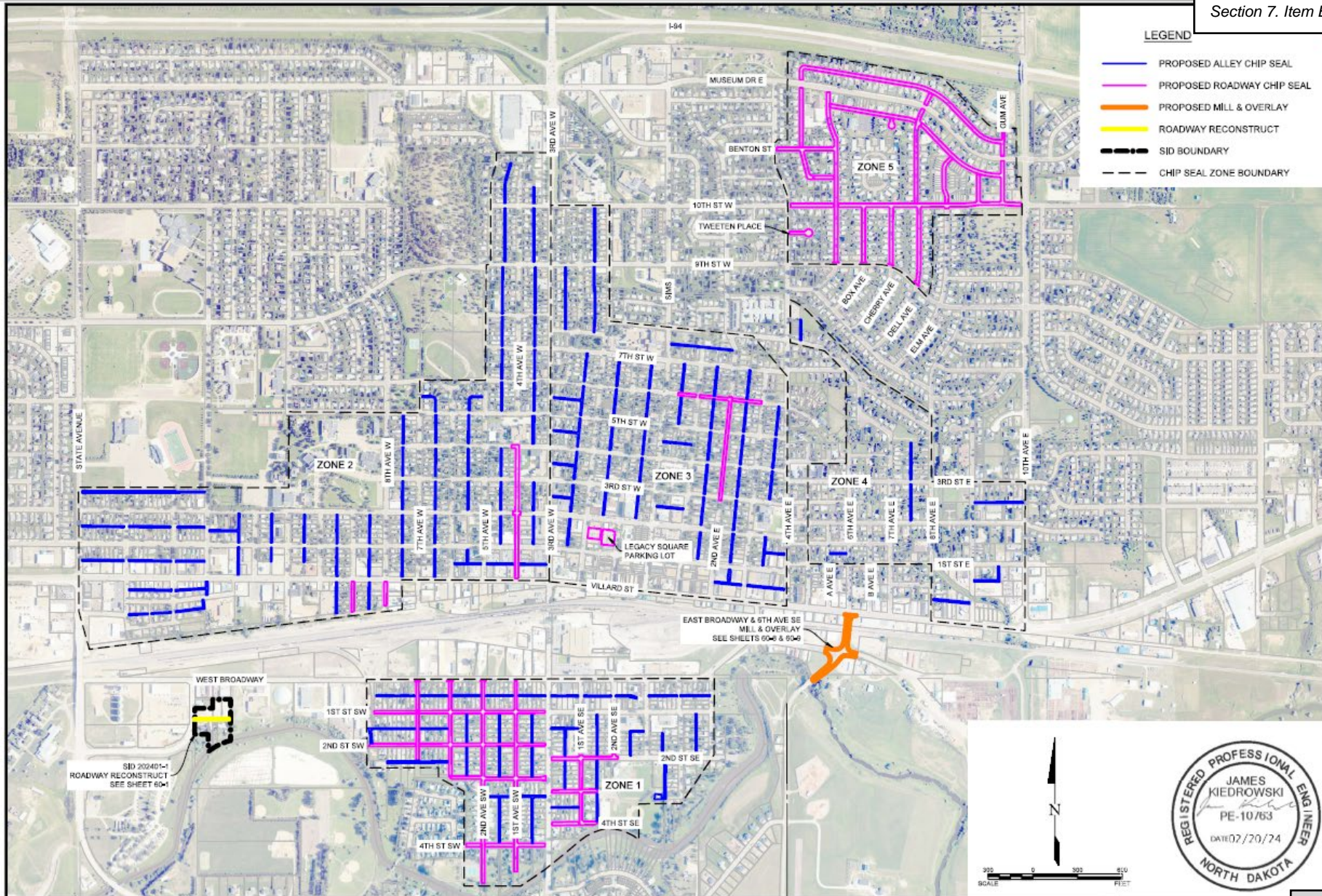
Section 7. Item B.



NO.	DATE	REVISION

DRAWN BY: JSK
 CHECKED BY: AK
 PROJECT NUMBER: 2304-01041
 ISSUE DATE: 2/20/2024

2024 ROAD MAINTENANCE
 CITY OF DICKINSON
 DICKINSON, NORTH DAKOTA
 SCOPE OF WORK



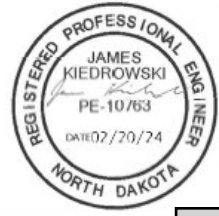
Section 7. Item B.

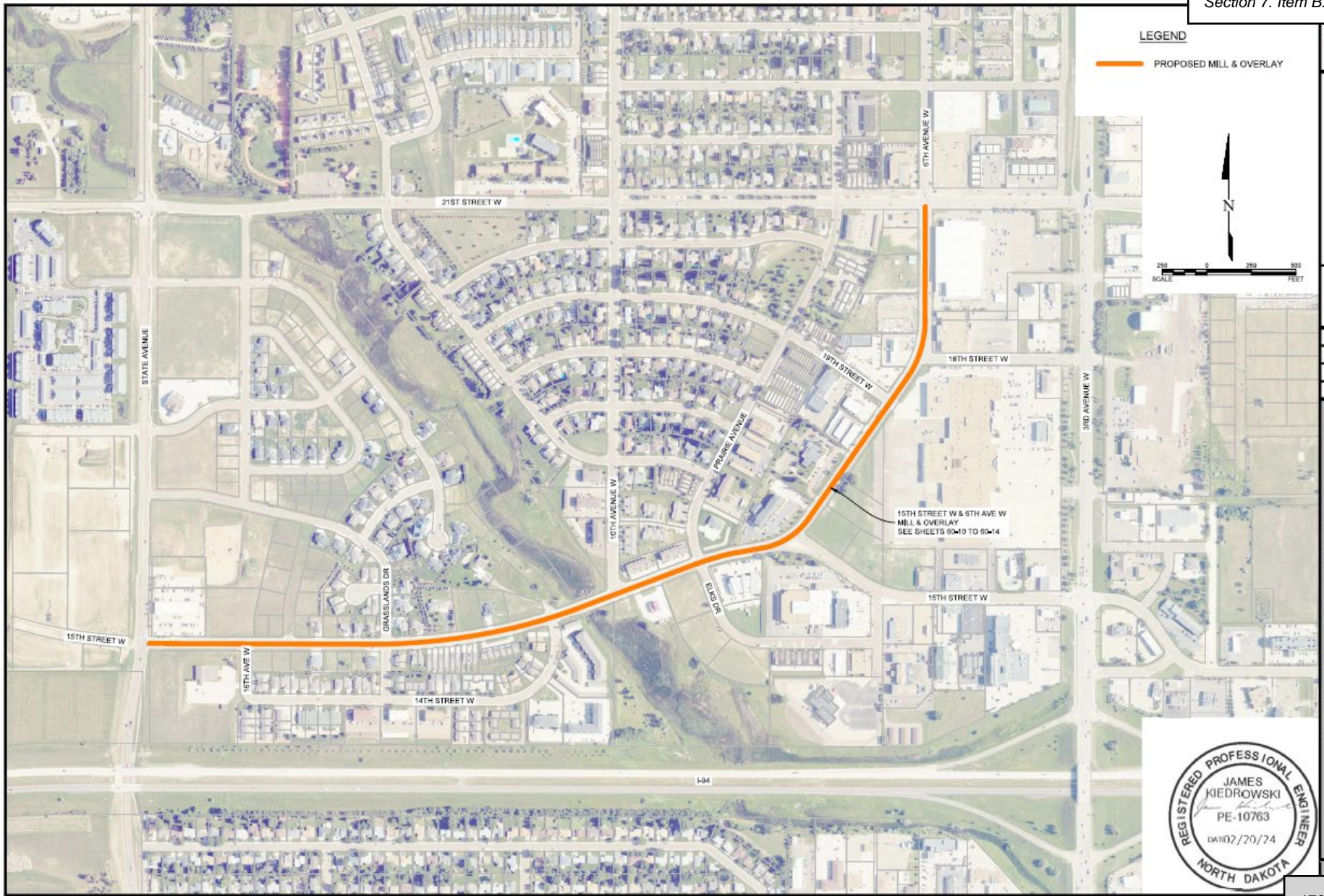
- LEGEND**
- PROPOSED ALLEY CHIP SEAL
 - PROPOSED ROADWAY CHIP SEAL
 - PROPOSED MILL & OVERLAY
 - ROADWAY RECONSTRUCT
 - SID BOUNDARY
 - CHIP SEAL ZONE BOUNDARY



REVISION	
NO.	DATE
DESIGNED	JSK
REVIEWED	AK
PROJECT NUMBER	2304-01041
ISSUE DATE	2/20/2024

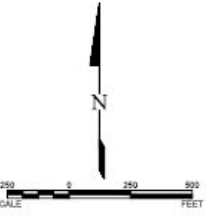
2024 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SCOPE OF WORK





LEGEND

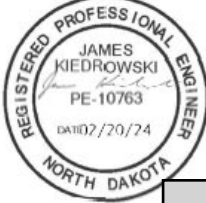
PROPOSED MILL & OVERLAY

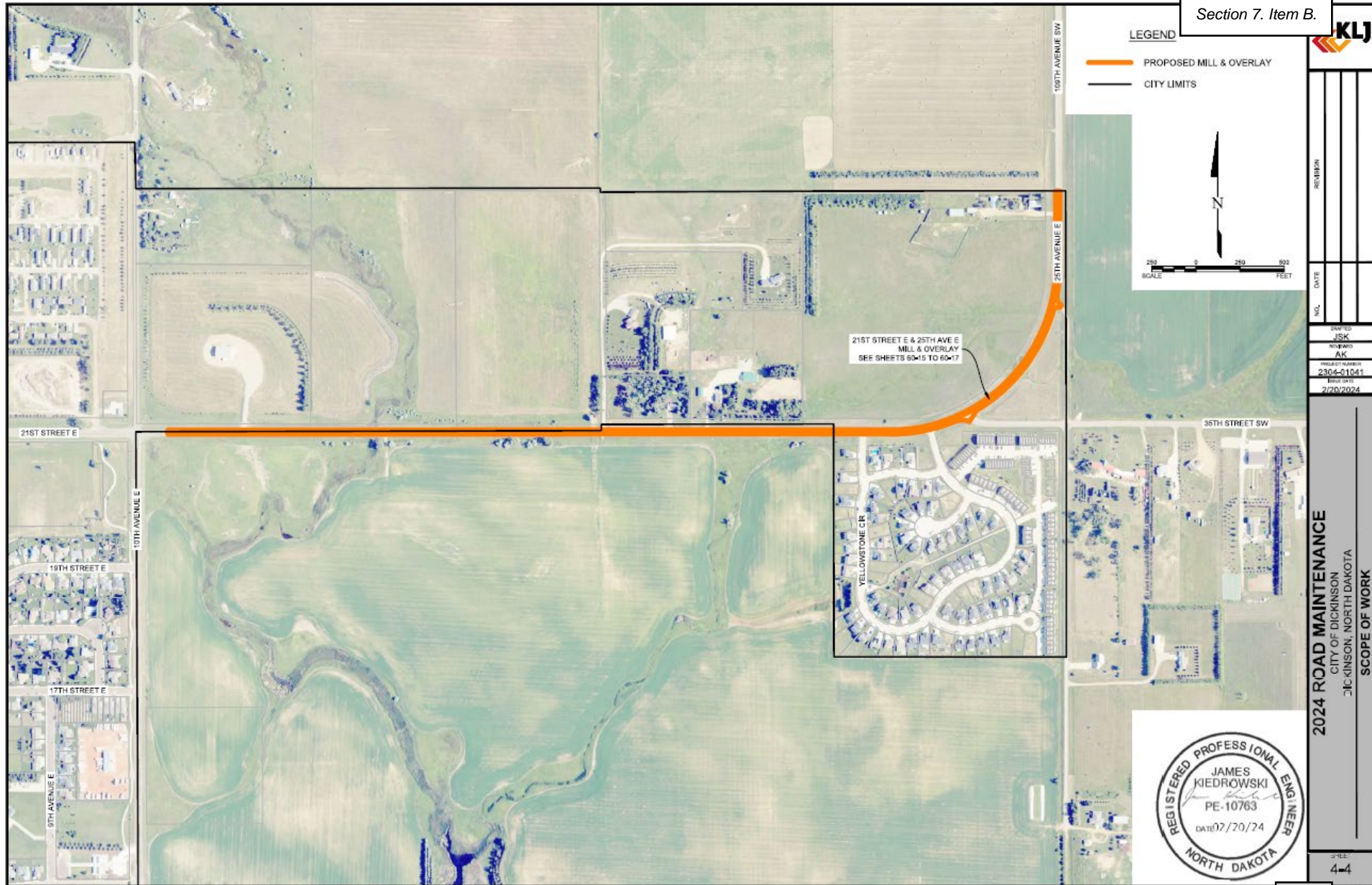


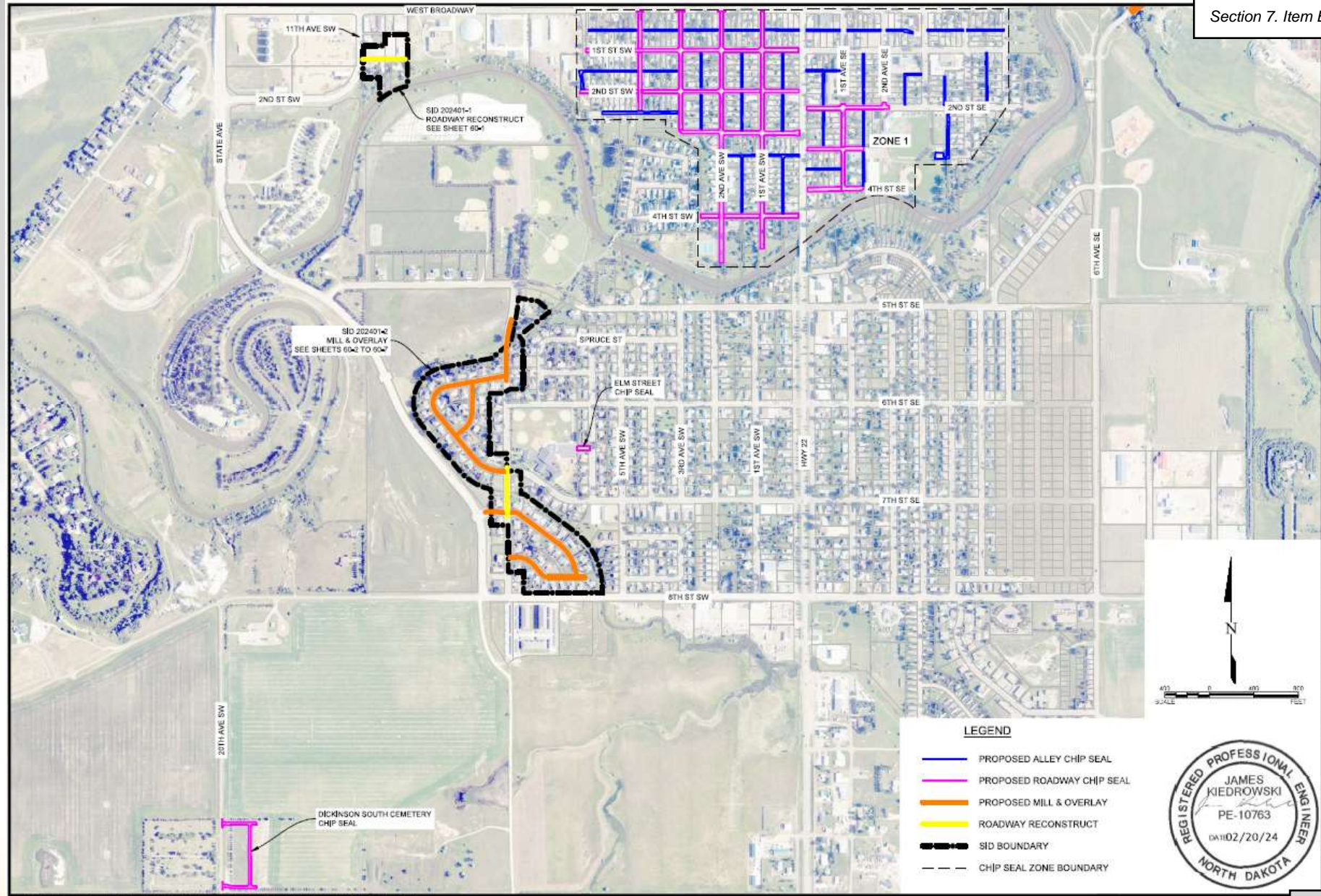
NO.	DATE

DRAFTER: JSK
 REVIEWER: AK
 PROJECT NUMBER: 2304-0141
 ISSUE DATE: 2/20/2024

2024 ROAD MAINTENANCE
 CITY OF DICKINSON
 DICKINSON, NORTH DAKOTA
 SCOPE OF WORK







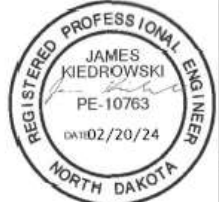
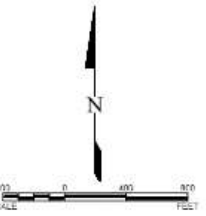
Section 7. Item B.









NO.	DATE
DESIGNED	JSK
REGISTERED	AK
PROJECT NUMBER	2304-01041
DATE PLOTTED	2/20/2024

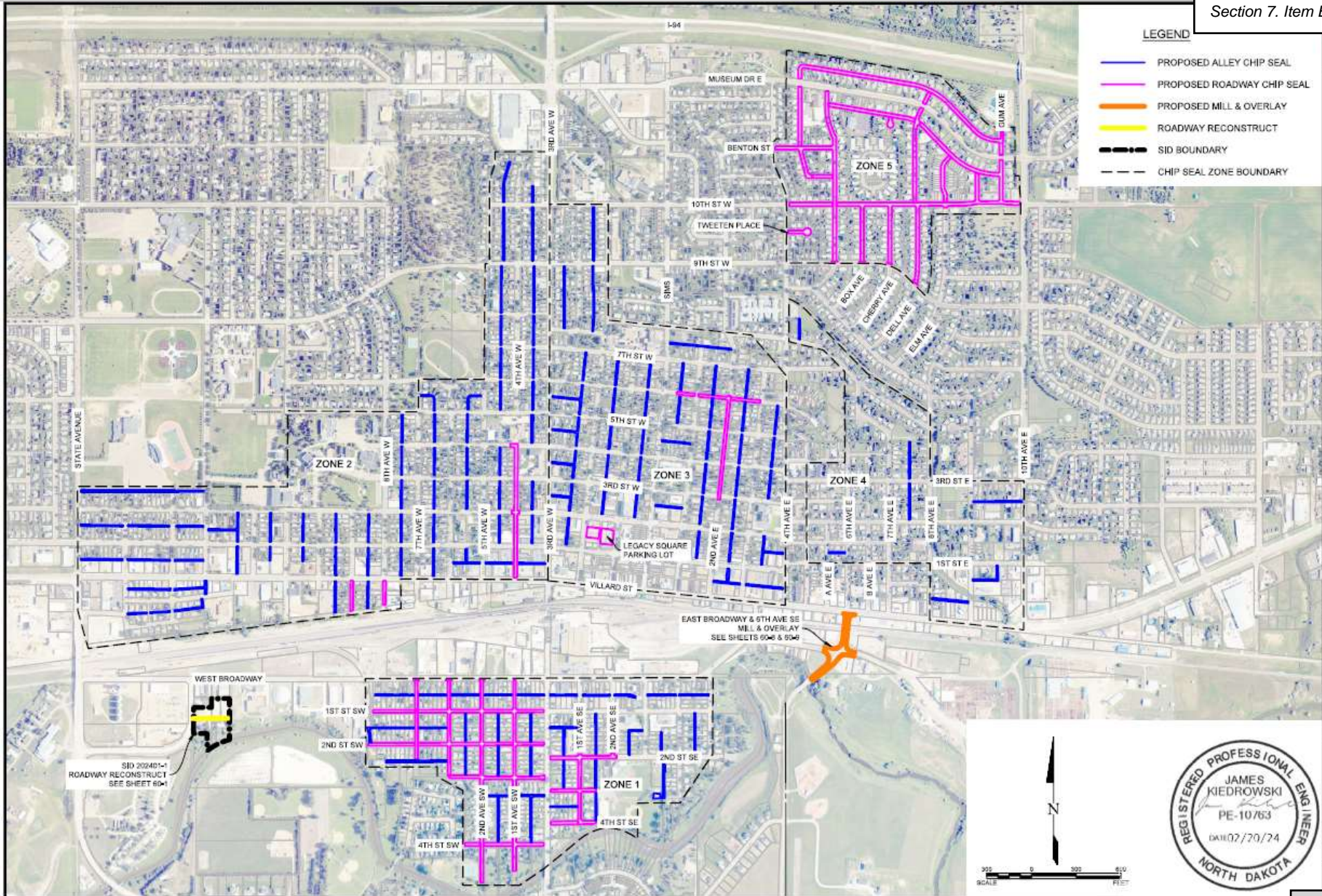
2024 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SCOPE OF WORK

- LEGEND**
- PROPOSED ALLEY CHIP SEAL
 - PROPOSED ROADWAY CHIP SEAL
 - PROPOSED MILL & OVERLAY
 - ROADWAY RECONSTRUCT
 - SID BOUNDARY
 - CHIP SEAL ZONE BOUNDARY



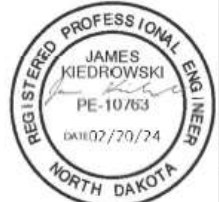


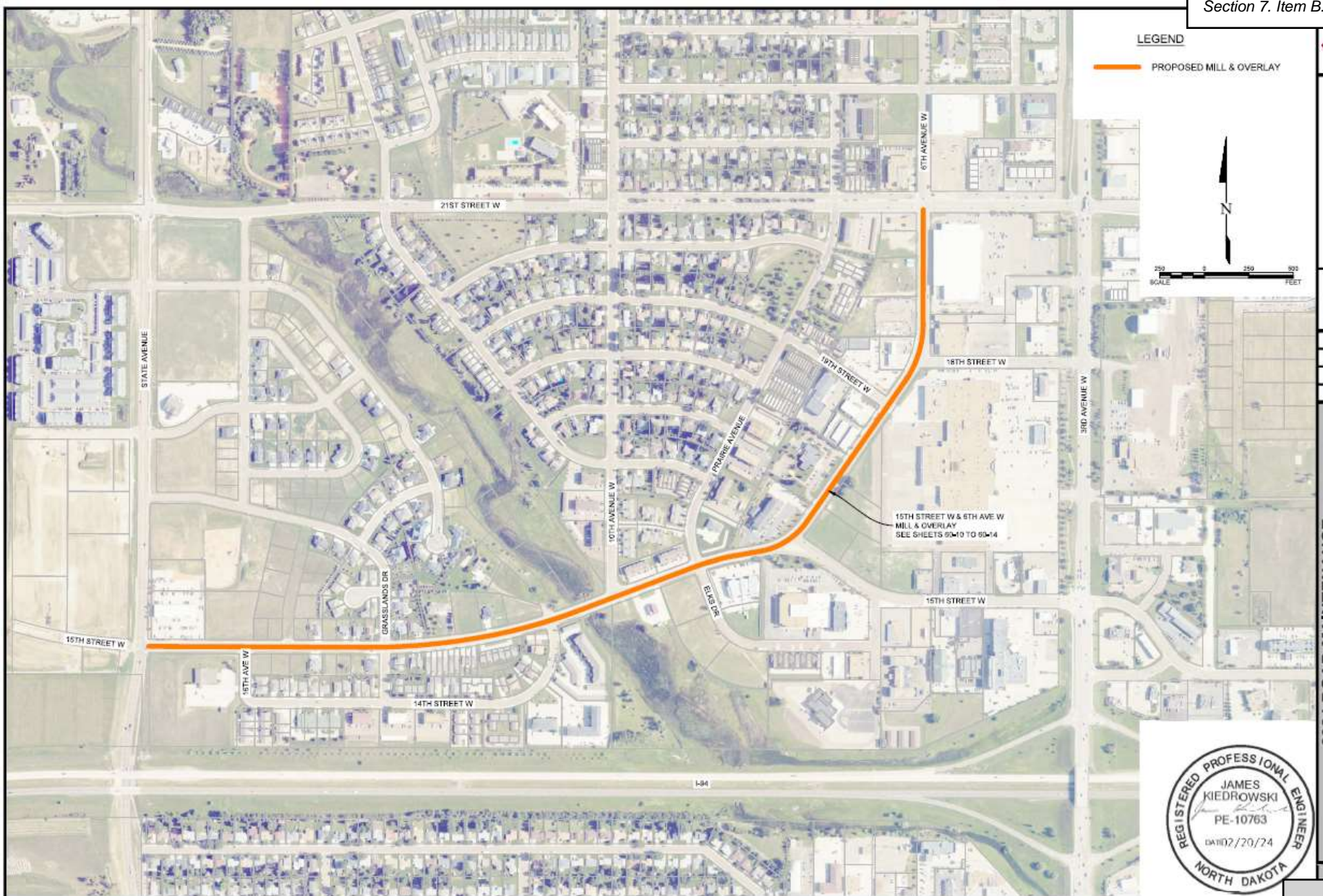
- LEGEND**
-  PROPOSED ALLEY CHIP SEAL
 -  PROPOSED ROADWAY CHIP SEAL
 -  PROPOSED MILL & OVERLAY
 -  ROADWAY RECONSTRUCT
 -  SID BOUNDARY
 -  CHIP SEAL ZONE BOUNDARY



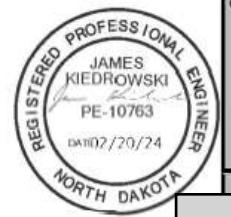
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DATE
DRAWN BY JSK
CHECKED BY AK
PROJECT NUMBER 2304-51041
ISSUE DATE 2/20/2024

2024 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SCOPE OF WORK





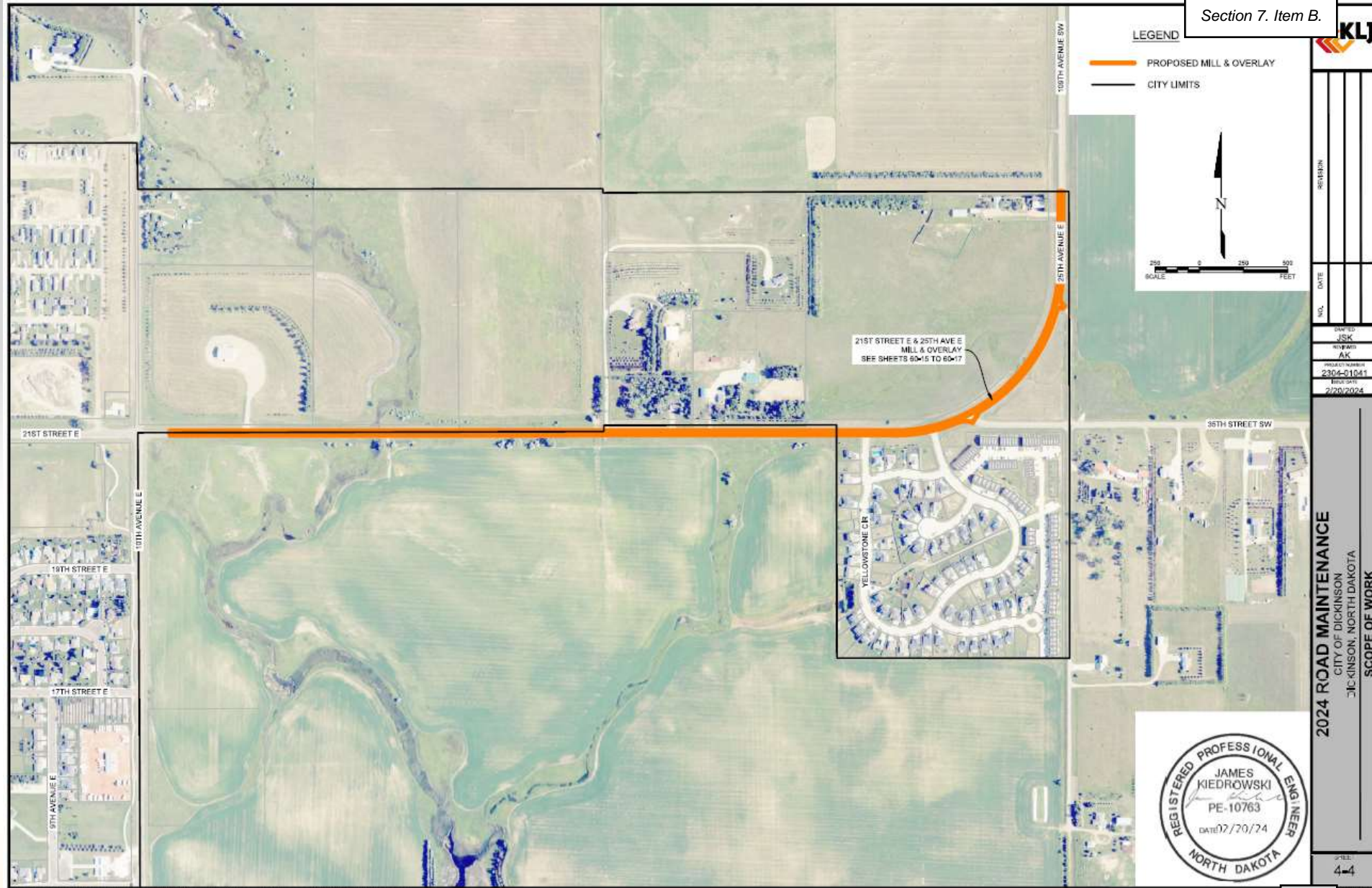
15TH STREET W & 6TH AVE W
MILL & OVERLAY
SEE SHEETS 65-10 TO 65-14



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2024 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SCOPE OF WORK

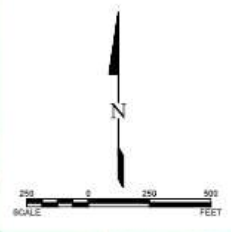




Section 7. Item B.



LEGEND
 — PROPOSED MILL & OVERLAY
 — CITY LIMITS



21ST STREET E & 25TH AVE E
 MILL & OVERLAY
 SEE SHEETS 6D-15 TO 6D-17

NO.	DATE	REVISION

DRAWN BY: JSK
 CHECKED BY: AK
 PROJECT NUMBER: 2304-01041
 DATE: 2/20/2024



2024 ROAD MAINTENANCE
 CITY OF DICKINSON
 DICKINSON, NORTH DAKOTA
 SCOPE OF WORK

ENGINEERING MEMORANDUM

March 14, 2024

RE: March 19th Commission Meeting

2024 ROAD MAINTENANCE PROJECT – BID AWARD TO NORTHERN IMPROVEMENTS COMPANY

For your consideration is a bid award for the project number 202401 – 2024 Road Maintenance project. The bid opening took place at City Hall on Wednesday March 13, 2024 where one bid was received. The engineer's opinion of probable cost for base bid and alternate 1 was \$5,005,140.60, and the total bid was **\$5,973,174.92** – a difference of approximately 19 percent. The key differences were noted to be: longer haul distances for higher grades of oil affecting prices for asphalt pavement, labor and union rates have increased, and traffic control for a project with this footprint will be more complex. The assessable costs concrete costs, however, were close to the engineer's estimate with sidewalk and driveway replacement costs only 1% over engineer's estimate and curb and gutter replacement costs being 5 percent under engineer's estimate. Therefore, the changes to the individual SID amounts will be minimal.

Key attributes to the project include:

- Two mill and overlay special improvement districts
- 15th Street West & 6th Avenue West mill and overlay
- 21st Street East – 10th Avenue East to the City Limits mill and overlay
- 6.8 centerline miles of street chip seal
- 10 centerline miles of alley chip seal

The construction is planned to be completed during the 2024 construction season, and the contractor has indicated they plan to start the work in late May or early June. The project was budget in the 2024 capital improvement project plan with the following funding sources; Gross Production Tax (GPT) and does not exceed the approved budget.

The city engineering staff recommends approval of base bid and alternate 1.





**BID OPENING
2021: 2024 ROAD MAINTENANCE
CITY OF DICKINSON, NORTH DAKOTA
PROJECT NO. 2304-01041**

Company

Attending	Name Representing	Phone/Email
KLJ	James Kiedrowski	701-690-0503 james.kiedrowski@kljens.com
KLJ	Andrew Krebs	701-456-3177 andrew.krebs@kljeng.com
City of Dix.	Dustin Dassinger	701-260-1402 dustin.dassinger@dickinsongov.com
City	Josh Skowronski	701-690-2326 joshua.skowronski@dickinsongov.com
City of Dickinson	Acron Praus	701-590-5482 acron.praus@dickinsongov.com
City of Dickinson	Scott Hirning	680-8742 scotthirning@dickinsongov.com
NIC	Drew Clem	701-264-9013 Dclem@nicnd.com



TABULATION OF BIDS
 202401: 2024 ROAD MAINTENANCE
 CITY OF DICKINSON, NORTH DAKOTA



Bid Letting: MARCH 13, 2024 @ 3:00 PM MT
 Comp. No. 2304-01041
 Checked by: James Kiedrowski

ITEM	UNIT DESCRIPTION	QTY	UNIT	Engineers Estimate		Northern Improvement CO Dickinson, ND	
				UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM
BASE BID							
1	MOBILIZATION & CONTRACT BOND	1	LS	\$ 490,000.00	\$ 490,000.00	\$ 585,911.00	\$ 585,911.00
2	REMOVAL OF CONCRETE	2234	SY	\$ 32.00	\$ 71,488.00	\$ 25.20	\$ 56,296.80
3	REMOVAL OF CURB & GUTTER	6,231	LF	\$ 8.00	\$ 49,848.00	\$ 6.83	\$ 42,557.73
4	REMOVAL OF BITUMINOUS SURFACING	12659	SY	\$ 13.00	\$ 164,567.00	\$ 10.50	\$ 132,919.50
5	BITUMINOUS MATERIAL - CHFRS-2P	93807	GAL	\$ 4.50	\$ 422,131.50	\$ 6.25	\$ 586,293.75
6	COVER AGGREGATE MATERIAL - CL 41	3284	TON	\$ 85.00	\$ 279,140.00	\$ 95.00	\$ 311,980.00
7	SUBGRADE PREPARATION	3238	SY	\$ 7.00	\$ 22,666.00	\$ 4.30	\$ 13,923.40
8	SUBGRADE PREPARATION - ASPHALT REPAIR	9622	SY	\$ 20.00	\$ 192,440.00	\$ 9.65	\$ 92,852.30
9	GEOSYNTHETIC MATERIAL TYPE R1	3600	SY	\$ 4.50	\$ 16,200.00	\$ 8.50	\$ 30,600.00
10	CURB & GUTTER	6,231	LF	\$ 60.00	\$ 373,860.00	\$ 58.00	\$ 361,398.00
11	CONCRETE SIDEWALK	1684	SY	\$ 115.00	\$ 193,660.00	\$ 118.00	\$ 198,712.00
12	CONCRETE DRIVEWAY 6IN	553	SY	\$ 145.00	\$ 80,185.00	\$ 172.00	\$ 95,116.00
13	CONCRETE VALLEY GUTTER	275	SY	\$ 215.00	\$ 59,125.00	\$ 200.00	\$ 55,000.00
14	DETECTABLE WARNING PANEL	190	SF	\$ 40.00	\$ 7,600.00	\$ 30.00	\$ 5,700.00
15	DETECTABLE WARNING PANEL - SURFACE APPLIED	130	SF	\$ 40.00	\$ 5,200.00	\$ 33.00	\$ 4,290.00
16	SIDEWALK - TRENCH DRAIN	8	EA	\$ 5,000.00	\$ 40,000.00	\$ 4,700.00	\$ 37,600.00
17	MILLING PAVEMENT SURFACE	66476	SY	\$ 5.00	\$ 332,380.00	\$ 6.50	\$ 432,094.00
18	CHIMNEY SEAL	43	EA	\$ 500.00	\$ 21,500.00	\$ 1,100.00	\$ 47,300.00
19	ADJUST MANHOLE	59	EA	\$ 1,750.00	\$ 103,250.00	\$ 1,800.00	\$ 106,200.00
20	ADJUST GATE VALVE BOX	41	EA	\$ 925.00	\$ 37,925.00	\$ 1,300.00	\$ 53,300.00
21	ADJUST INLET	10	EA	\$ 500.00	\$ 5,000.00	\$ 335.00	\$ 3,350.00
22	ASPHALT REPAIR	2,138	TON	\$ 190.00	\$ 406,220.00	\$ 260.00	\$ 555,880.00
23	ASPHALT PAVEMENT	7,518	TON	\$ 160.00	\$ 1,202,880.00	\$ 210.00	\$ 1,578,780.00
24	4" SHORT TERM LINE - TYPE NR	24,228	LF	\$ 0.40	\$ 9,691.20	\$ 0.45	\$ 10,902.60
25	4" PAINT LINE	37,983	LF	\$ 0.30	\$ 11,394.90	\$ 0.28	\$ 10,635.24
26	6" PAINT LINE	1,498	LF	\$ 1.50	\$ 2,247.00	\$ 5.75	\$ 8,613.50
27	8" PAINT LINE	1,800	LF	\$ 1.00	\$ 1,800.00	\$ 0.56	\$ 1,008.00
28	24" PAINT LINE	609	LF	\$ 8.00	\$ 4,872.00	\$ 5.90	\$ 3,593.10
29	PAINT MESSAGE	1,230	SF	\$ 8.00	\$ 9,840.00	\$ 5.90	\$ 7,257.00
30	ACCESSIBLE PARKING STALL SIGN	2	EA	\$ 350.00	\$ 700.00	\$ 700.00	\$ 1,400.00
31	FLAGGING	960	MH	\$ 60.00	\$ 57,600.00	\$ 70.00	\$ 67,200.00
32	PILOT CAR	100	HR	\$ 70.00	\$ 7,000.00	\$ 85.00	\$ 8,500.00
33	TRAFFIC CONTROL	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 300,000.00	\$ 300,000.00
34	RAILWAY PROTECTION INSURANCE	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 1,000.00	\$ 1,000.00
TOTAL ESTIMATED PROJECT COST (Base Bid)				\$ 4,769,410.60		\$ 5,808,163.92	
Alternate 1							
35	AGGREGATE BASE COURSE - CL 5	2,143	CY	\$ 110.00	\$ 235,730.00	\$ 77.00	\$ 165,011.00
TOTAL ESTIMATED PROJECT COST (Alternate 1)				\$ 235,730.00		\$ 165,011.00	
Alternate 2							
36	AGGREGATE BASE COURSE - CL 13	2,143	CY	\$ 100.00	\$ 214,300.00	\$ 77.00	\$ 165,011.00
37	GEOSYNTHETIC MATERIAL TYPE G	11,657	SY	\$ 6.00	\$ 69,942.00	\$ 5.00	\$ 58,285.00
TOTAL ESTIMATED PROJECT COST (Alternate 2)				\$ 284,242.00		\$ 223,296.00	
COMBINED TOTAL OF BASE BID & ALTERNATE 1				\$ 5,005,140.60		\$ 5,973,174.92	
COMBINED TOTAL OF BASE BID & ALTERNATE 2				\$ 5,053,652.60		\$ 6,031,459.92	
TRUE TABULATION OF BIDS  KLJ Engineering LLC							



ENGINEERING MEMORANDUM

March 14, 2024

RE: March 19th Commission Meeting

2025 ROAD MAINTENANCE – TASK ORDER AWARD TO KLJ ENGINEERING LLC

For your consideration is a task order with KLJ Engineering LLC to perform engineering services for the 2025 Road Maintenance project for an hourly not to exceed amount as specified in the contract of **\$260,000.00**. This contract is in reference to the proposal received through a request for proposal where three proposals were received. KLJ Engineering LLC was scored the highest and awarded the project. The City Attorney has reviewed this contract, and has no comments. The project engineering scope of work is to be paid for using Gross Production Tax (GPT).

Included in the scope of work are the following tasks: project management, preliminary design, public involvement including a special improvement district, field survey, final design, and bidding assistance.

The city engineering staff recommends approval.



Task Order: City of Dickinson 2025 Road Maintenance Project

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 22, 2018 and amended October 23, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: March 19, 2024
- B. Owner: City of Dickinson
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): City of Dickinson 2025 Road Maintenance Project (City of Dickinson No. 202501)
- E. Specific Project (description): Professional Services consisting of Preliminary Engineering, Design, Bidding and Construction Administration associated with the City of Dickinson 2025 Road Maintenance Project

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

set forth in Part 1—Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services – Owner and Engineer anticipate a Task Order amendment to incorporate RPR services following completion of Final Design Phase services.
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

A. Owner shall have those general responsibilities set forth as follows:

The City of Dickinson will have certain responsibilities in support of the project. It is crucial to fulfill these responsibilities in a timely manner, ensuring that the Engineer has the necessary information and resources to carry out the road maintenance project effectively. By collaborating closely and providing the required documentation and data, the Owner will contribute to the project's success and enable seamless coordination between the Owner and the consulting firm. These responsibilities include but are not limited to the following:

1. Provide the Engineer with access to relevant geotechnical evaluation reports and studies conducted in the project area. Share geotechnical data, including soil composition, bearing capacity, pavement sections, and other pertinent information, to assist the Engineer in designing and implementing the road maintenance project effectively.
2. Grant the Engineer access to existing sanitary and storm sewer televised data for the project area. Data is to be reviewed by the Engineer to identify potential conflicts or issues that need to be addressed during the road maintenance project. The Owner will collaborate with the Engineer in resolving any conflicts or concerns related to underground utilities and drainage systems.
3. Access to past project records, including engineering plans, specifications, CAD and GIS files, and as-built documents, related to underground utilities. These documents will assist the Engineer in understanding the existing underground utility infrastructure and ensuring compatibility with the proposed road maintenance project. The Owner's staff will coordinate with the Engineer to address any discrepancies or conflicts between the proposed project and the existing underground utilities, providing necessary guidance and documentation for reference.
4. Actively engage in coordination and collaboration with the Engineer throughout the project's duration. Respond to inquiries, provide necessary clarifications, and offer technical expertise when required. The Owner's staff will work closely with the Engineer to resolve any issues or conflicts that may arise, ensuring smooth project execution. Appoint a designated project manager to assist the Engineer by providing necessary project-related information, facilitating access to data and records, and addressing any project-specific requirements such as the ones listed below:
 - Confirm total project construction budget of \$6.5 million with roughly 25% of the capital going to chip seal work.
 - Notify Engineer of definitive streets that should be prioritized and included in the project.
 - Notify Engineer of other projects that should be considered when determining the streets that are to be improved, particularly those related to utility rehabilitations or replacements, so proper coordination of separate projects can occur.
 - Research property data and linework for each landowner located in project areas and provide that data to Engineer.
 - Provide the most recent version of the City of Dickinson Aerial Photo to Engineer.
 - Provide existing utility information to Engineer.
 - Confirm construction items to be included in assessments.

- Supply envelopes, apply postage, and send out mailings to landowners.
- Perform all duties (including legal and bond counsel if applicable) related to creating a special assessment district not identified in Engineer’s services.
- Provide comments on submitted deliverables within 5 business days.
- Pay the cost of any review fees imposed by agencies having jurisdiction over the project.

5. Task Order Schedule

A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- Owner desires to have construction occur in the summer of 2025. Engineer will plan the various project phases to accommodate these dates, barring delays from assessment district creation, weather, or other unexpected circumstances.
- Following project schedule from Engineer’s project proposal.

PROJECT SCHEDULE 

Project Task	2024											2025	Deliverables/Activities
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Apr-Oct		
Contract Award	19												Agreement (Scope and Fee)
Kick-Off	26												Kick-Off Meeting with KLJ and City Staff
Preliminary Project Areas and Costs	3/27-4/11												Field Review, Cost Estimates, and District Maps
Finalize Project Areas		16											Provide Update of Proposed Areas to City Commission
Mark Removals and Survey		4/17-5/17											Fieldwork to identify concrete improvements, pavement condition, and surface drainage issues
Preliminary Design			5/13-6/28										Base Maps, Concrete Improvement Drawings
Draft PER Submittal				28									Draft PER, City Review
Finalize PER and District Creation Documents					10								District Creation Exhibits/Tables, PER, QA/QC Review
City Commission Resolution to Create District					16								City to Submit Resolution to Paper by Thursday, July 19, KLJ to Prepare Landowner Mailings
Legal Notice/Begin Protest Period					7/24-8/23								30-Day Protest Period
Design Phase					7/11-9/13								Final Design and Plan Preparation
Public Hearing						8							KLJ to Prepare Public Meeting Exhibits/Displays
End Protest Period						23							Calculate Percentage of Protested Area
City Commission Approval of Final District							3						SID to be Ratified after Protest Period
90% PS&E Submittal							13						Preliminary Plans, Specifications and Estimate (PS&E) Review Meeting with City
Final Bid Documents								2					Final PS&E, Advertisement for Bids (Legal Notice)
Bid Advertisement									9-30				Legal Notice to Paper on Thursday, October 3
Bid Opening										30			Bid Tabulation, Recommendation of Award
City Commission Meeting											5		Bid Award/Authorization of Contract
Notice to Proceed/ Construction (tentative)												4/15-10/31	Submittals, Meeting Notes, Pay Applications, Change Orders, Landowner SID Quantities, Record Drawings, Digital CAD files, Electronic Field Records, Close-Out Documents

Shaded rows indicate SID creation milestone

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A) **		
a. Study and Report Phase, Preliminary Design, Final Design, & Bidding Phase	\$260,000	Hourly Rates
b. Construction and Post-Construction Phases*	(tbd)	(tbd)
TOTAL COMPENSATION (lines 1.a-b)	\$260,000	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly Rates

*Based on a [tbd] -month continuous construction period.

**Will not be exceeded without Owner’s written approval.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Engineers’ charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: Exhibit A – Engineer’s Services for Task Order

10. Other Documents Incorporated by Reference:

- A. January 22, 2018 Agreement between Owner and Engineer for Professional Services, Task Order Edition
- B. October 23, 2019 Amendment No. 1 to Owner-Engineer Agreement (extending term through January 2025)
- C. March 2024 Engineer’s Proposal to Perform City of Dickinson 2025 Maintenance Projects.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 19, 2024.

OWNER: City of Dickinson

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Print Name: Scott Decker

Print Name: _____

Title: President of City Commission

Title: _____

Engineer License or Firm's
Certificate No. (if required): C-601
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Joshua Skluzacek

Name: James Kiedrowski

Title: City Engineer/Community
Development Director

Title: Project Manager

Address: 38 1st Street W
Dickinson, ND 58601

Address: 677 27th Ave E
Dickinson, ND 58601

E-Mail
Address: joshua.skluzacek@dickinsongov.com

E-Mail
Address: james.kiedrowski@kljeng.com

Phone: 701-456-7744

Phone: 701-456-3101

This is **EXHIBIT A**, consisting of nine (9) pages, referred to in and part of the **Task Order** dated March 19, 2024.

Engineer's Services for Task Order: City of Dickinson 2025 Road Maintenance Project

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project and discuss potential areas to conduct field reviews. This includes one (1) scoping meeting and two (2) subsequent review meetings.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Section 4 of the Task Order which are not part of Engineer's Basic Services and, and if requested, assist Owner in obtaining such data and services.
3. Conduct field reviews to analyze potential areas to be included in the specific Project. Potential areas are reflected in the 2023 Pavement Management Report (PMR) and will also consider recent and upcoming City of Dickinson Road and utility projects. The nature of field reviews includes comparing current pavement condition to the PMR, field checks, measurements, and photos as needed to complete a preliminary assessment of potential street repairs needed.
4. Identify and evaluate/update up to four (4) previously analyzed areas shown in the Engineer's proposal and evaluate up to two (2) additional new areas of similar size. After consultation with Owner, recommend those areas which in Engineer's judgement meet Owner's requirements. This includes providing preliminary Opinions of Cost for each area. After reviewing the areas with Owner, and based on feedback provided by Owner, Engineer will prepare and furnish specific project location maps and estimates to Owner for final recommendation of the project areas by April 16, 2024. The objective of this task is for Owner to select the proposed project improvement areas, prior to moving forward with SID creation and design.
5. Prepare and submit progress reports every two weeks and include at a minimum, the following information: what was completed in the previous period; what is anticipated to be completed in the next period; issues or concerns for the City of Dickinson; deliverables/milestones achieved during the previous period; budget management and the estimated accrual for the previous period.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised location maps and estimates have been delivered to the Owner for final project areas recommendation.

A1.02 Preliminary Design Phase

- A. Project Management: Manage and coordinate the work completed by Engineer's project team. This work shall consist of managing work assignments, attending Owner and internal team meetings,

monitoring budget and schedule, prepare and submit progress reports every two weeks (up to 16), schedule progress meetings at a minimum of every other month (up to 5), and coordination with the Owner. Stakeholder coordination will include utility owners, property owners, Owner staff and others identified during preliminary design.

- B. Fieldwork and Data Collection: Data required for construction drawings will be a compilation of information provided by Owner and supplemented by a field reconnaissance and limited survey data collection by Engineer. Engineer will conduct a field review of the existing conditions as described below. Certain improvements will be surveyed with GPS to show locations in drawings and exhibits; however, detailed topographic (design) surveys and right-of-way (property boundary) surveys are not included.
1. Determine areas in need of concrete replacement (sidewalk, curb/gutter, ramps, etc.)
 2. Slope checks to verify proposed crowns and cross-slopes
 3. Estimate patching areas to determine a plan quantity
 4. Download survey and create a base map
- C. Preliminary Construction Drawings: Preliminary design will be required to determine milling limits and new paving, concrete replacements, driveway and sidewalk transitions, accessibility grades, full-depth pavement repairs, and seal coat quantities. Preliminary construction drawings will be prepared. They will include the following sections:
1. General sheets, notes, quantities, etc.
 2. Scope of work
 3. Seal coat quantity tables
 4. Construction details and typical sections
 5. Removal, Milling, & Paving layouts (combined)
 6. Haul routes. A detailed traffic control plan will not be provided; rather, general requirements for Contractor's use will be included to prepare its traffic control plan.
- D. Opinion of Probable Construction Cost: Using the quantities calculated following the completion of the preliminary plans and specifications, prepare the Opinion of Probable Construction Cost. The Opinion of Probable Construction Cost will be based on information obtained from previous projects, contractors, material suppliers, and other databases available, for each schedule.
- E. Special Assessment District: Owner's intent is to assess the project's concrete costs through the creation of special assessment districts for the streets identified. Prior to Engineer finalizing the below tasks, Owner will confirm the construction items to be included in assessments. This scope includes the creation of up to three (3) districts in accordance with Owner's special assessment policy and individual properties will be assessed on a per parcel basis. Creating the district(s) will require the following by the Engineer:

1. Prepare a preliminary engineering report (PER) according to ND Century Code requirements.
 2. Exhibits—Prepare overall exhibits depicting zones and improvements, which will be used for public hearings and district creation documents. Engineer’s scope and fee assumes individual (custom) exhibits for each property will not be required, and landowner notifications will include an overall map of each zone or a preliminary drawing of an entire block.
 3. Landowner research—Assist Owner to establish the boundary of each zone. Owner will be responsible for generating a report for the zone(s) that lists individual property ownership information and providing corresponding property linework.
 4. Quantities with estimated construction costs for each parcel will be added to the landowner list.
 5. Landowner notification—Assist Owner by providing overall district exhibits and costs referenced above. Create a mailing list(s), notification letter, frequently asked questions section, and prepare individual mailings for up to 75 landowners per district (up to 3) based on landowner information provided by the Owner. Mailings will be delivered to Owner who will apply postage and mail out. This scope includes up to 15 hours of landowner communication time per district (up to 3). Additional communication will be completed as an Additional Service.
 6. Public hearing—Prepare required exhibits and attend a public hearing required for district creation. This scope includes one public hearing.
- F. Prepare 30% Deliverables: A draft PER will be assembled and submitted to Owner for review. A PER review meeting will be held.
- G. Specifications and Bid Documents: Specifications and bid documents will be prepared using Owner standards, supplemented by project-specific requirements as needed.
- H. QA/QC Review: Perform quality reviews for all deliverables before submittal to Owner.
- I. Right-of-Way (ROW): Engineer is assuming that the construction limits will remain within the existing ROW and that additional ROW or temporary easements will not be required.
- J. Environmental: Environmental work is not included in this scope but could be incorporated as an Additional Service, if required.
- K. Hydraulic Analysis: Hydraulic analysis is not included in this scope but could be incorporated as an Additional Service, if required.
- L. Engineer’s services associated with the Preliminary Design Phase will be considered complete on the date when the above deliverables have been submitted to the Owner for review.
- M. Preliminary Design Deliverables:
1. Preliminary Engineering Report
 2. Initial Landowner Mailings

A1.03 Final Design Phase

Upon receipt of Owner's approval of Preliminary Design Phase deliverables, Engineer will proceed with the following Final Design Phase activities.

- A. Prepare 90% Deliverables: Conduct additional site visits and pick up survey as needed, then revise Preliminary Design Phase activities identified above.
 - 1. 90% plans and specifications
 - 2. Opinion of probable construction cost
- B. 90% Plan Review: Facilitate a meeting with Owner to review 90% deliverables.
- C. Final Plans & Specifications: Incorporate comments from the 90% plan review and assemble final bidding documents.
- D. QA/QC Review: Complete and document a final QA/QC prior to completion of the final plan and specifications.
- E. Final Deliverables:
 - 1. Final plans and specifications
 - 2. Opinion of Probable Construction Costs
- F. Engineer's services associated with the Final Design Phase will be considered complete on the date when the final deliverables are provided to the Owner.

A1.04 Bidding or Negotiating Phase

- A. As Basic Services, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue up to two (2) minor Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Consult with Owner as to the qualifications of prospective contractors.
 - 4. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are Additional Services.

5. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 6. If Owner engages in negotiations with bidders or proposers or redesigning or rebidding to meet the Owner’s budget, assisting Owner with respect to such tasks will be provided as Additional Services.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 Construction Phase

- A. The scope of this phase may be developed following above phases and included by amendment.

A1.06 Post-Construction Phase

- A. The scope of this phase may be developed following above phases and included by amendment.

A1.07 Commissioning Phase—Not Included

A1.08 Other Services—Not Included

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in addition to those defined under Basic Services including but not limited to: marketing exhibits, environmental studies, cultural/archeological studies, traffic impact analysis, permitting, permit application materials, requests for zoning change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.
 2. Design services in addition to those defined under Basic Services including but not limited to: lighting, fencing, landscape, stormwater treatment or sediment removal systems, structural design including but not limited to foundations and retaining walls, mechanical engineering services or pumping systems, geotechnical engineering or services to aid in the completion of their recommendations, or design of offsite improvements.
 3. Preparation for, and attendance at, a public presentation, meeting or hearing other than specified under Basic Services.

4. Preparation or revision of construction documents or design changes after the final design phase or during construction.
5. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
6. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
7. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, character of construction, method of financing, or Owner's schedule or coordination causing unreasonable delay in the orderly and sequential progress of the Engineer's services; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
8. Services associated with administration or observation of work constructed by any Constructor including but not limited to: attendance of pre-construction or construction progress meetings, shop drawing or material test review, review of applications for payment, observance and documentation of Constructor's work, issuance or review of construction change orders, field orders, or work change directives, or making recommendation to Owner regarding acceptability of work performed by any Constructor, except as specified under Basic Services.
9. Redesign or rebidding services requested to meet the Owner's construction budget after approval of the Final Design phase of the Project.
10. Services resulting from Owner's or Constructor's request to modify previously approved deliverables or to evaluate additional alternative solutions beyond those agreed to under Basic Services.
11. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
12. Services resulting from conflicting direction from the Owner or from multiple representatives of the Owner.
13. Services provided beyond the dates specified in the Engineer's original schedule.
14. Services required to provide copies of drawings, reports, specifications and other necessary information to the Owner and other consultants in a format other than PDF or paper copy or to other consultants in a format other than PDF or paper copy.

15. Providing renderings, models or electronic grading files or releases for Owner's or Constructor's use, including services in support of construction information modeling or civil integrated management, other than specified under Basic Services.
16. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility studies and cash flow analyses, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed or furnished by Owner.
17. Furnishing services of Consultants for other than provided under Basic Services.
18. Providing data or services that were to be provided by the Owner or Constructor.
19. Services attributable to more prime construction Constructors than specified under Basic Services.
20. Services to arrange for performance of construction services for Owner by Constructors other than the principal prime Constructor, and administering Owner's contract for such services.
21. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner or Constructor; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
22. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner or Constructor for the Work or a portion thereof other than provided under Basic Services.
23. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services or making revisions to drawings for "or equal" items or bid negotiations.
24. Preparing conformed Construction Contract Documents that incorporate and integrate the content of Addenda and any amendments negotiated by Owner and Constructor.
25. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Constructor.
26. Modifying final approved design or digital files as may be required for Owner's or Constructor's use during construction.
27. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Constructor, and furnishing such Record Drawings to Owner other than provided under Basic Services.

28. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
29. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Constructor, Owner, utility companies, and other sources.
30. Preparing to serve or serving as a consultant or witness for Owner or Constructor in any litigation, arbitration, claim, dispute resolution, or other legal or administrative proceeding involving the Project.
31. Providing construction surveys and staking to enable Constructor to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys (except as agreed to under Basic Services).
32. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner or Constructor.
33. Extensive services required during any correction period, or with respect to monitoring Constructor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

A2.02 Additional Services Not Requiring Advanced Written Authorization

- A. Engineer shall advise Owner that the Engineer is performing or furnishing the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance authorization from Owner. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Attending meetings requested by Owner or Constructor in addition to those specified as Basic Services.
 2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 3. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Constructor.
 4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

5. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Constructor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
6. Services during the Construction Phase rendered after the original date for completion of the Work referred to in this Agreement.
7. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Constructor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Constructor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

Unified Development Application

Have you had a pre-application meeting with City Staff? Yes

Please upload the letter or counseling form you received following your pre-application meeting: [Planning Department Development Checklist Pruitt. 8.23.2022.pdf](#)

Name Josh Muehler

Company Mountain Plains LLC

Applicant Email jmuehler@mtnplains.com

Applicant Phone # (701) 516-2289

Type of Development Minor Subdivision Preliminary/Final Plat

Is this a Replat No

Owner Name Greg Pruitt

Owner Address 22 Patterson Lake Dr, Dickinson, North Dakota, 58601

Owner Email jordanselinger@kbrslawfirm.com

Owner Phone # (701) 290-1146

Is the owner present to Sign

Owner Signature Upload [SKBRS LAW23050108571.pdf](#)

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

Metes and Bounds Description

PLAT BOUNDARY DESCRIPTION
 A TRACT OF LAND LOCATED IN THE EAST HALF (E1/2) OF SECTION 8, T.139N. R.96W. OF THE FIFTH PRINCIPAL MERIDIAN, STARK COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N01°32'52"E ON AND ALONG THE EAST LINE OF SAID SECTION 8 A DISTANCE OF 777.52 FEET TO A POINT ON THE NORTH BANK OF THE HEART RIVER, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH BANK OF THE HEART RIVER THE FOLLOWING COURSES: S71°32'04"W A DISTANCE OF 24.52 FEET; THENCE S83°51'16"W A DISTANCE OF 42.16 FEET; THENCE N89°36'00"W A DISTANCE OF 67.45 FEET; THENCE N78°40'34"W A DISTANCE OF 43.15 FEET; THENCE N71°49'45"W A DISTANCE OF 39.77 FEET; THENCE N70°28'44"W A DISTANCE OF 34.88 FEET; THENCE N62°51'44"W A DISTANCE OF 31.36 FEET; THENCE N51°09'56"W A DISTANCE OF 29.01 FEET; THENCE N40°05'36"W A DISTANCE OF 30.04 FEET; THENCE N46°43'24"W A DISTANCE OF 66.28 FEET; THENCE N15°09'26"W A DISTANCE OF 34.30 FEET; THENCE N28°31'42"W A DISTANCE OF 38.97 FEET; THENCE N08°44'25"W A DISTANCE OF 38.77 FEET; THENCE N16°46'25"W A DISTANCE OF 54.00 FEET; THENCE N08°22'22"W A DISTANCE OF 46.12 FEET; THENCE N16°32'41"W A DISTANCE OF 31.06 FEET; THENCE N10°11'55"W A DISTANCE OF 37.37 FEET; THENCE N14°12'31"W A DISTANCE OF 40.94 FEET; THENCE N10°10'07"W A DISTANCE OF 35.94 FEET; THENCE N17°33'07"W A DISTANCE OF 29.04 FEET; THENCE N13°44'34"W A DISTANCE OF 65.76 FEET; THENCE N16°55'21"W A DISTANCE OF 63.50 FEET; THENCE N14°28'20"W A DISTANCE OF 28.34 FEET; THENCE N25°02'55"W A DISTANCE OF 31.62 FEET; THENCE N17°51'56"W A DISTANCE OF 17.22 FEET; THENCE N23°27'56"W A DISTANCE OF 67.46 FEET; THENCE N30°14'50"W A DISTANCE OF 66.71 FEET; THENCE N31°32'56"W A DISTANCE OF 88.55 FEET; THENCE N25°31'33"W A

DISTANCE OF 56.96 FEET; THENCE N25°51'18"W A DISTANCE OF 48.80 FEET; THENCE N42°18'42"W A DISTANCE OF 25.31 FEET; THENCE N34°40'26"W A DISTANCE OF 58.32 FEET; THENCE N38°37'29"W A DISTANCE OF 63.50 FEET; THENCE N43°37'33"W A DISTANCE OF 47.12 FEET; THENCE N34°28'14"W A DISTANCE OF 35.63 FEET; THENCE N40°14'23"W A DISTANCE OF 57.64 FEET; THENCE N47°33'16"W A DISTANCE OF 63.32 FEET; THENCE N39°00'00"W A DISTANCE OF 194.17 FEET; THENCE N40°30'37"W A DISTANCE OF 89.93 FEET; THENCE N21°55'27"W A DISTANCE OF 35.31 FEET; THENCE N38°44'52"W A DISTANCE OF 54.68 FEET; THENCE N58°56'06"W A DISTANCE OF 82.86 FEET; THENCE N54°06'57"W A DISTANCE OF 36.79 FEET; THENCE N45°30'45"W A DISTANCE OF 46.18 FEET TO A POINT ON THE EASTERLY LINE OF LOT 6, BLOCK 2, STABLE ESTATES SUBDIVISION, DOCUMENT #3167912, RECORDED AT THE STARK COUNTY COURTHOUSE; THENCE N38°40'26"E ON AND ALONG THE EASTERLY LINE OF SAID LOT 6 A DISTANCE OF 418.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER RUN DRIVE; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DEER RUN DRIVE, ON A CURVE TO THE LEFT HAVING A CHORD BEARING OF S73°18'20"E, A CHORD LENGTH OF 384.58 FEET, A RADIUS OF 339.94 FEET AND A LENGTH OF CURVE OF 408.76 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID STABLE ESTATES SUBDIVISION; THENCE S33°17'31"E ON AND ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 352.07 FEET TO A POINT ON THE WESTERLY BANK OF THE HEART RIVER; THENCE CONTINUING ALONG THE WESTERLY BANK OF THE HEART RIVER THE FOLLOWING COURSES:
S31°05'44"W A DISTANCE OF 51.53 FEET; THENCE S25°01'08"W A DISTANCE OF 30.07 FEET; THENCE S30°51'57"W A DISTANCE OF 36.50 FEET; THENCE S15°16'43"W A DISTANCE OF 84.52 FEET; THENCE S21°59'07"W A DISTANCE OF 48.15 FEET; THENCE S11°42'38"W A DISTANCE OF 44.64 FEET; THENCE S09°03'40"W A DISTANCE OF 54.15 FEET; THENCE S00°36'58"W A DISTANCE OF 75.52 FEET; THENCE S07°08'09"E A DISTANCE OF 43.20 FEET; THENCE S12°50'52"E A DISTANCE OF 108.94 FEET; THENCE S20°19'42"E A DISTANCE OF 39.16 FEET; THENCE S27°56'41"E A DISTANCE OF 81.74 FEET; THENCE S36°30'06"E A DISTANCE OF 49.04 FEET; THENCE S42°38'48"E A DISTANCE OF 85.31 FEET; THENCE S46°33'29"E A DISTANCE OF 78.38 FEET; THENCE S42°34'53"E A DISTANCE OF 41.97 FEET; THENCE S57°07'01"E A DISTANCE OF 135.49 FEET; THENCE S73°20'21"E A DISTANCE OF 49.96 FEET; THENCE S69°19'24"E A DISTANCE OF 57.99 FEET; THENCE S57°28'45"E A DISTANCE OF 50.47 FEET; THENCE S72°42'07"E A DISTANCE OF 59.71 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 8; THENCE S01°32'52"W ON AND ALONG THE EAST LINE OF SAID SECTION 8 A

DISTANCE OF 562.03 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 17.35 ACRES, MORE OR LESS, AND SHALL HENCE FORTH BE KNOWN AS LOTS 1 AND 2, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES, AND SURVEYS

	1/4 Section	Township	Range
Description	SE 8	139N	96W

Property Address / General Project Location Dickinson ETZ

Total Square Footage or Acreage of Subject Property 17.35 Acres

Rezone Calc Multiplier 0

Minor Platting Multiplier 1

Prelim Platting Multiplier 0

Major Platting Multiplier 0

Name of Plat Heart River Bottoms Subdivision

Number Lots 1 to 10 Lots

Number of Block(s) 1

0

Application Calc 500

Required Documentation Upload [Jordan Selinger - Final Plat-24x36.pdf](#)

Deed for Property [Doc 3163805.pdf](#)
[Pruitt Deed.pdf](#)

Application Fees Applicable Fees 500.00 USD

Total: \$500.00

Transaction ID: gfz8s40r

==Payer Info==

First Name Josh
Last Name Muehler

Applicant Signature

A handwritten signature in black ink, appearing to read 'Josh Muehler', written in a cursive style.

Date

05-17-2023

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



RETURN TO:
EBELTOFT SICKLER LAWYERS PLLC
2272 EIGHTH STREET WEST
DICKINSON, ND 58601

Kimberly Kasian

3163807
02/23/2021 08:55:05 AM Page: 1 of 7
Easement \$65.00 Ebeltoft Sickler Lawyers Pllc
Kimberly Kasian, Stark County, ND Recorder



ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned **JOHN SCHNEIDER**, whose post office address is 200 Park Road, Burlingame, CA 94010 ("Grantor") in consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto **GREG PRUITT and DAWN PRUITT**, whose post office address is 22 Patterson Lake Dr., Dickinson, ND 58601, ("Grantees"), a non-exclusive easement over and across the following described real estate situated in Stark County, North Dakota, identified in Exhibit A hereto (the "easement").

PARCEL D BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN PARCEL A AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3160937 IN THE NORTHEAST QUARTER (NE1/4) OF SECTION EIGHT (8), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL A BEING A REBAR & CAP LS-5466; THENCE N 36°27'50" E ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 24.95 FEET; THENCE N 89°45'26" E PARALLEL TO AND TWENTY (20) FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE1/4), A DISTANCE OF 294.82 FEET; THENCE S 51°00'22" E, A DISTANCE OF 31.62 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE1/4); THENCE S 89°45'26" W, ALONG SAID SOUTH LINE, A DISTANCE OF 334.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL HAS A WIDTH OF TWENTY (20) FEET, CONTAINS 6,290 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.



PARCEL E BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN PARCEL A IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHT (8), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A BEING A REBAR AND CAP LS-5466; THENCE S 37°00'22" W ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 22.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 37°00'22" W ALONG SAID WEST LINE, A DISTANCE OF 20.74 FEET; THENCE S 68°23'32" E, A DISTANCE OF 138.70 FEET; THENCE S 51°35'34" E, A DISTANCE OF 211.35 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL A; THENCE N 37°00'22" E ALONG SAID EAST LINE, A DISTANCE OF 20.01 FEET; THENCE N 51°35'34" W, A DISTANCE OF 213.81 FEET; THENCE N 68°23'32" W, A DISTANCE OF 136.14 FEET TO THE POINT OF BEGINNING.

SAID PARCEL HAS A WIDTH OF TWENTY (20) FEET, CONTAINS 7,000 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.



ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned **JOHN SCHNEIDER**, whose post office address is 200 Park Road, Burlingame, CA 94010 ("Grantor") in consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto **GREG PRUITT and DAWN PRUITT**, whose post office address is 22 Patterson Lake Dr., Dickinson, ND 58601, ("Grantees"), a non-exclusive easement over and across the following described real estate situated in Stark County, North Dakota, identified in Exhibit A hereto (the "easement").

This easement is for the purpose of providing access to, is for the benefit of, and is appurtenant to the following described real estate situated in Stark County, North Dakota and described in Exhibit B hereto. This easement shall be valid for a period of ninety-nine (99) years.

Grantees shall not change the grade, scope or elevation of the easement without the permission of Grantor.

The rights of ingress and egress granted hereby may be used non-exclusively by, and are limited to, Grantees, their agents, invitees or guests using the easement to access Grantee's property, as described in Exhibit B hereto.

The Grantor reserves the right to use the easement for all purposes which will not interfere with the Grantees' full enjoyment of the rights hereby granted.

Grantees agree to indemnify, defend and hold harmless Grantor from any and all claims, demands, causes of action, or liability for damages, loss or injuries of any kind that arise out of use of the premises or use of the easement.

The following page is the signature page.



Dated: February 5, 2021.

GRANTOR

John Schneider
John Schneider

Dated: February _____, 2021.

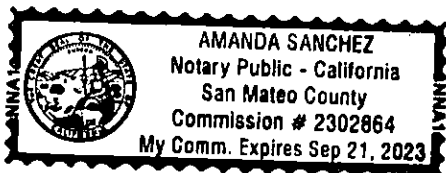
GRANTEES

Greg Pruitt

Dawn Pruitt

STATE OF California)
COUNTY OF San Mateo) : ss.

On this 5th day of February, 2021, before me, a Notary Public in and for said County and State personally appeared John Schneider, known to me to be the person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same.



Amanda Sanchez
Amanda Sanchez, Notary Public
San Mateo County, California

STATE OF NORTH DAKOTA)
COUNTY OF STARK) : ss

On this _____ day of February, 2021 before me, a Notary Public in and for said County and State personally appeared Greg Pruitt and Dawn Pruitt, known to me to be the persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

_____, Notary Public



Dated: February ____, 2021.

GRANTOR

John Schneider

Dated: February 7th, 2021.

GRANTEES

Greg Pruitt

Dawn Pruitt

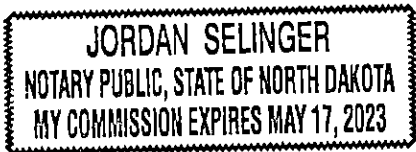
STATE OF _____)
) : ss.
COUNTY OF _____)

On this ____ day of February, 2021, before me, a Notary Public in and for said County and State personally appeared John Schneider, known to me to be the person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same.

_____, Notary Public
_____, County, _____

STATE OF NORTH DAKOTA)
) : ss.
COUNTY OF STARK)

On this 7th day of February, 2021 before me, a Notary Public in and for said County and State personally appeared Greg Pruitt and Dawn Pruitt, known to me to be the persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.



_____, Notary Public



ACCESS EASEMENT EXHIBIT

PARCEL D & E, BEING IN THE SE 1/4 SECTION 8, TOWNSHIP 139 NORTH, RANGE 96 WEST
 OF THE 5th PRINCIPAL MERIDIAN, STARK COUNTY, NORTH DAKOTA

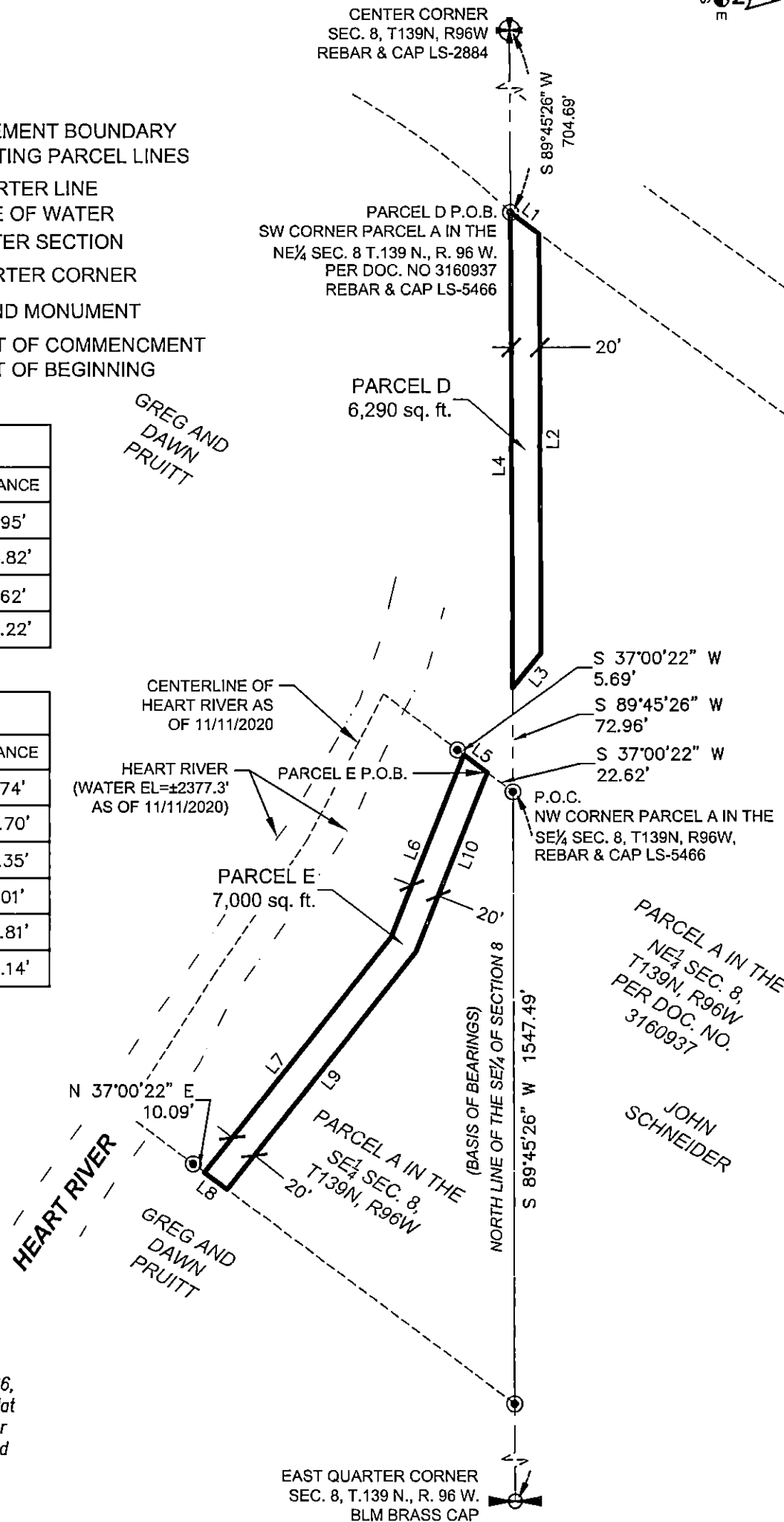


LEGEND

- EASEMENT BOUNDARY
- EXISTING PARCEL LINES
- QUARTER LINE
- EDGE OF WATER
- CENTER SECTION
- QUARTER CORNER
- FOUND MONUMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

PARCEL D LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 36°27'50" E	24.95'
L2	N 89°45'26" E	294.82'
L3	S 51°00'22" E	31.62'
L4	S 89°45'26" W	334.22'

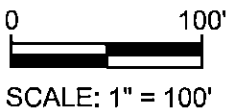
PARCEL E LINE TABLE		
LINE #	BEARING	DISTANCE
L5	S 37°00'22" W	20.74'
L6	S 68°23'32" E	138.70'
L7	S 51°35'34" E	211.35'
L8	N 37°00'22" E	20.01'
L9	N 51°35'34" W	213.81'
L10	N 68°23'32" W	136.14'



I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

SURVEY REQUESTED BY: JOHN SCHNEIDER	
PROJECT NUMBER: 200125	SCALE.: 1"=100'
DRAWN BY: TCJ	DATE: 11/18/2020
SHEET NUMBER: 1 of 2	

HIGHLANDS ENGINEERING
 OFFICE: 701.483.2444
 WWW.HIGHLANDSENG.COM





ACCESS EASEMENT EXHIBIT

PARCEL D & E, BEING IN THE SE 1/4, SECTION 8, TOWNSHIP 139 NORTH, RANGE 96 WEST
OF THE 5th PRINCIPAL MERIDIAN, STARK COUNTY, NORTH DAKOTA

PARCEL D BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN PARCEL A AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3160937 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION EIGHT (8), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL A BEING A REBAR & CAP LS-5466; THENCE N 36°27'50" E ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 24.95 FEET; THENCE N 89°45'26" E PARALLEL TO AND TWENTY (20) FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 294.82 FEET; THENCE S 51°00'22" E, A DISTANCE OF 31.62 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4); THENCE S 89°45'26" W, ALONG SAID SOUTH LINE, A DISTANCE OF 334.22 FEET TO THE POINT OF BEGINNING.

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PARCEL E BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN PARCEL A IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHT (8), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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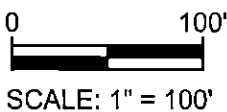
SAID PARCEL HAS A WIDTH OF TWENTY (20) FEET, CONTAINS 7,000 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

SURVEY NOTES

- DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHT (8) WITH THE BEARING BEING S 89°45'26" W, THAT WAS LOCATED BY A GPS OBSERVATION FROM LAT: N46°51'42.38099" / LONG: W102°47'24.24924", BEARINGS ARE BASED ON NORTH AT THIS LOCATION.



I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plot shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

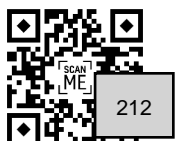


SURVEY REQUESTED BY: JOHN SCHNEIDER	
PROJECT NUMBER: 200125	SCALE: 1"=100'
DRAWN BY: TCJ	DATE: 11/18/2020
SHEET NUMBER: 2 of 2	211

FLP-008-2023 A request for approval of a Preliminary/Final Plat for Heart River Bottoms Subdivision located in the NE1/4 and in a portion of SE 1/4 of Section 8, Township 139N, Range 96W located within the City of Dickinson's Extra-Territorial Zone. The site consists of +/- 17.35 acres.

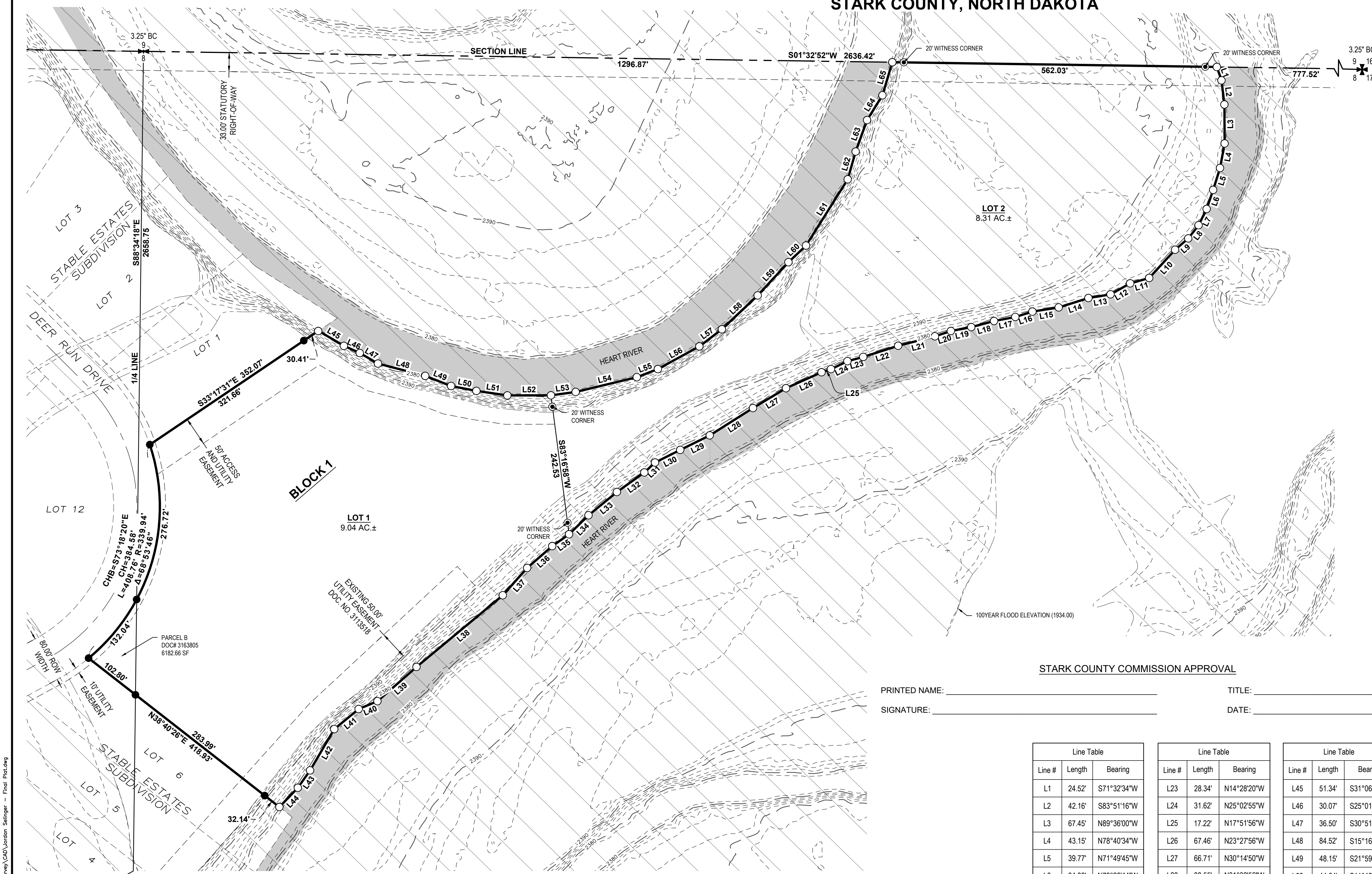
Both the Planning and Zoning Commission and City staff recommend approval.

Steve



HEART RIVER BOTTOMS SUBDIVISION

A TRACT OF LAND BEING PARCEL B OF THE NE1/4 AND A PORTION OF THE SE1/4 OF SECTION 8, T139N, R96W, OF THE 5TH PRINCIPAL MERIDIAN, STARK COUNTY, NORTH DAKOTA



PLAT BOUNDARY DESCRIPTION
A TRACT OF LAND BEING PARCEL B OF THE NE1/4 AND A PORTION OF THE SE1/4 OF SECTION 8, T.139N. R.96W. OF THE FIFTH PRINCIPAL MERIDIAN, STARK COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N01°32'52"E ON AND ALONG THE EAST LINE OF SAID SECTION 8 A DISTANCE OF 777.52 FEET TO A POINT ON THE NORTH BANK OF THE HEART RIVER, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH BANK OF THE HEART RIVER THE FOLLOWING FORTY FOUR (44) COURSES: S71°32'34"W A DISTANCE OF 24.52 FEET; THENCE S83°51'16"W A DISTANCE OF 42.16 FEET; THENCE N89°36'00"W A DISTANCE OF 67.45 FEET; THENCE N78°40'34"W A DISTANCE OF 43.15 FEET; THENCE N71°49'45"W A DISTANCE OF 39.77 FEET; THENCE N70°28'44"W A DISTANCE OF 34.88 FEET; THENCE N62°51'44"W A DISTANCE OF 31.36 FEET; THENCE N51°09'56"W A DISTANCE OF 29.01 FEET; THENCE N40°05'36"W A DISTANCE OF 30.04 FEET; THENCE N46°43'24"W A DISTANCE OF 66.28 FEET; THENCE N15°09'26"W A DISTANCE OF 34.30 FEET; THENCE N28°31'42"W A DISTANCE OF 38.97 FEET; THENCE N08°44'25"W A DISTANCE OF 38.77 FEET; THENCE N16°46'25"W A DISTANCE OF 54.00 FEET; THENCE N08°22'22"W A DISTANCE OF 46.12 FEET; THENCE N18°32'34"W A DISTANCE OF 31.06 FEET; THENCE N10°11'55"W A DISTANCE OF 37.37 FEET; THENCE N14°12'21"W A DISTANCE OF 40.94 FEET; THENCE N10°10'07"W A DISTANCE OF 35.94 FEET; THENCE N17°33'07"W A DISTANCE OF 29.04 FEET; THENCE N13°44'34"W A DISTANCE OF 65.76 FEET; THENCE N16°55'21"W A DISTANCE OF 63.50 FEET; THENCE N14°28'20"W A DISTANCE OF 28.34 FEET; THENCE N25°02'55"W A DISTANCE OF 31.62 FEET; THENCE N17°51'56"W A DISTANCE OF 17.22 FEET; THENCE N23°27'56"W A DISTANCE OF 67.46 FEET; THENCE N30°14'50"W A DISTANCE OF 66.71 FEET; THENCE N31°32'56"W A DISTANCE OF 88.55 FEET; THENCE N25°31'33"W A DISTANCE OF 56.96 FEET; THENCE N25°51'18"W A DISTANCE OF 48.80 FEET; THENCE N42°18'42"W A DISTANCE OF 25.31 FEET; THENCE N34°40'26"W A DISTANCE OF 58.32 FEET; THENCE N38°37'29"W A DISTANCE OF 63.50 FEET; THENCE N43°37'33"W A DISTANCE OF 47.12 FEET; THENCE N34°28'14"W A DISTANCE OF 35.63 FEET; THENCE N40°14'23"W A DISTANCE OF 57.64 FEET; THENCE N47°33'16"W A DISTANCE OF 63.32 FEET; THENCE N39°00'00"W A DISTANCE OF 194.17 FEET; THENCE N40°30'37"W A DISTANCE OF 89.93 FEET; THENCE N21°55'27"W A DISTANCE OF 35.31 FEET; THENCE N38°44'52"W A DISTANCE OF 54.88 FEET; THENCE N58°58'06"W A DISTANCE OF 82.86 FEET; THENCE N54°08'57"W A DISTANCE OF 36.79 FEET; THENCE N45°30'45"W A DISTANCE OF 46.18 FEET TO A POINT ON THE EASTERLY LINE OF LOT 6, BLOCK 2 OF STABLE ESTATES SUBDIVISION, DESCRIBED IN DOCUMENT #3167912, RECORDED AT THE STARK COUNTY RECORDER; THENCE N38°40'26"E ON AND ALONG THE EASTERLY LINE OF SAID LOT 6 A DISTANCE OF 418.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF DEER RUN DRIVE; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID DEER RUN DRIVE, ON A CURVE TO THE LEFT HAVING A CHORD BEARING OF S73°18'20"E, A CHORD LENGTH OF 384.58 FEET, A RADIUS OF 339.94 FEET, AND A LENGTH OF CURVE OF 408.76 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID STABLE ESTATES SUBDIVISION; THENCE S33°17'31"E ON AND ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 352.07 FEET TO A POINT ON THE WESTERLY BANK OF THE HEART RIVER; THENCE CONTINUING ALONG THE WESTERLY BANK OF SAID HEART RIVER THE FOLLOWING TWENTY ONE (21) COURSES: S31°06'44"W A DISTANCE OF 51.53 FEET; THENCE S25°01'08"W A DISTANCE OF 30.07 FEET; THENCE S30°51'57"W A DISTANCE OF 36.50 FEET; THENCE S15°16'43"W A DISTANCE OF 84.52 FEET; THENCE S21°59'07"W A DISTANCE OF 48.15 FEET; THENCE S11°42'38"W A DISTANCE OF 44.64 FEET; THENCE S09°03'40"W A DISTANCE OF 54.15 FEET; THENCE S00°36'58"W A DISTANCE OF 75.52 FEET; THENCE S07°08'09"E A DISTANCE OF 43.20 FEET; THENCE S12°50'52"E A DISTANCE OF 108.94 FEET; THENCE S20°19'42"E A DISTANCE OF 39.16 FEET; THENCE S27°56'41"E A DISTANCE OF 81.74 FEET; THENCE S36°30'06"E A DISTANCE OF 49.04 FEET; THENCE S42°38'48"E A DISTANCE OF 85.31 FEET; THENCE S46°33'29"E A DISTANCE OF 78.38 FEET; THENCE S42°34'53"E A DISTANCE OF 41.97 FEET; THENCE S57°07'01"E A DISTANCE OF 135.49 FEET; THENCE S73°20'21"E A DISTANCE OF 49.96 FEET; THENCE S69°19'24"E A DISTANCE OF 57.99 FEET; THENCE S57°28'45"E A DISTANCE OF 50.47 FEET; THENCE S72°40'06"E A DISTANCE OF 59.73 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 8; THENCE S01°32'52"W ON AND ALONG THE EAST LINE OF SAID SECTION 8 A DISTANCE OF 562.03 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 17.35 ACRES, MORE OR LESS, AND SHALL HENCE FORTH BE KNOWN AS HEART RIVER BOTTOMS SUBDIVISION, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES, AND SURVEYS

SURVEYOR'S CERTIFICATE
I, MICHAEL J. TARNOWSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, NORTH DAKOTA PLS NO. LS-27506, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECTION, AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.

MICHAEL J. TARNOWSKI, PLS-27506

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

ON THIS ___ DAY OF _____, 2024, APPEARED BEFORE ME, MICHAEL J. TARNOWSKI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

_____, (NOTARY PUBLIC)
_____, COUNTY, _____
MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE AND DEDICATION
THE UNDERSIGNED, OWNERS OF THE WITHIN DESCRIBED PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 57-02-39 OF THE NORTH DAKOTA CENTURY CODE, AND UPON DEMAND OF THE COUNTY ENGINEER OF STARK COUNTY, NORTH DAKOTA, HAS CAUSED THE SAME TO BE MADE WITHIN AND FOREGOING PLAT OF SAID LAND, WITH THE LOTS AS (HEREIN DESCRIBED, AND HAS CAUSED THE SAME TO BE PLACED ON RECORD AS PROVIDED BY LAW), ALL STREETS, AVENUES AND RIGHTS OF WAY DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED FOR PUBLIC USE.

GREG PRUITT

ON THIS ___ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED _____
KNOWN TO BE THE SAME PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME.

_____, NOTARY PUBLIC, _____ COUNTY, NORTH DAKOTA

DAWN PRUITT

ON THIS ___ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED _____
KNOWN TO BE THE SAME PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME.

_____, NOTARY PUBLIC, _____ COUNTY, NORTH DAKOTA

CITY ENGINEER APPROVAL
PRINTED NAME: _____ TITLE: _____
SIGNATURE: _____ DATE: _____

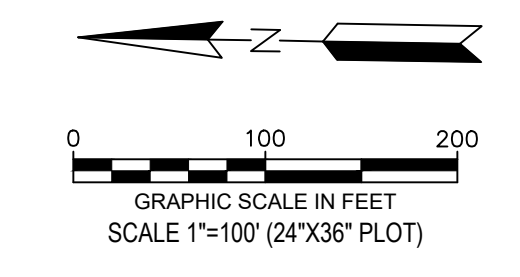
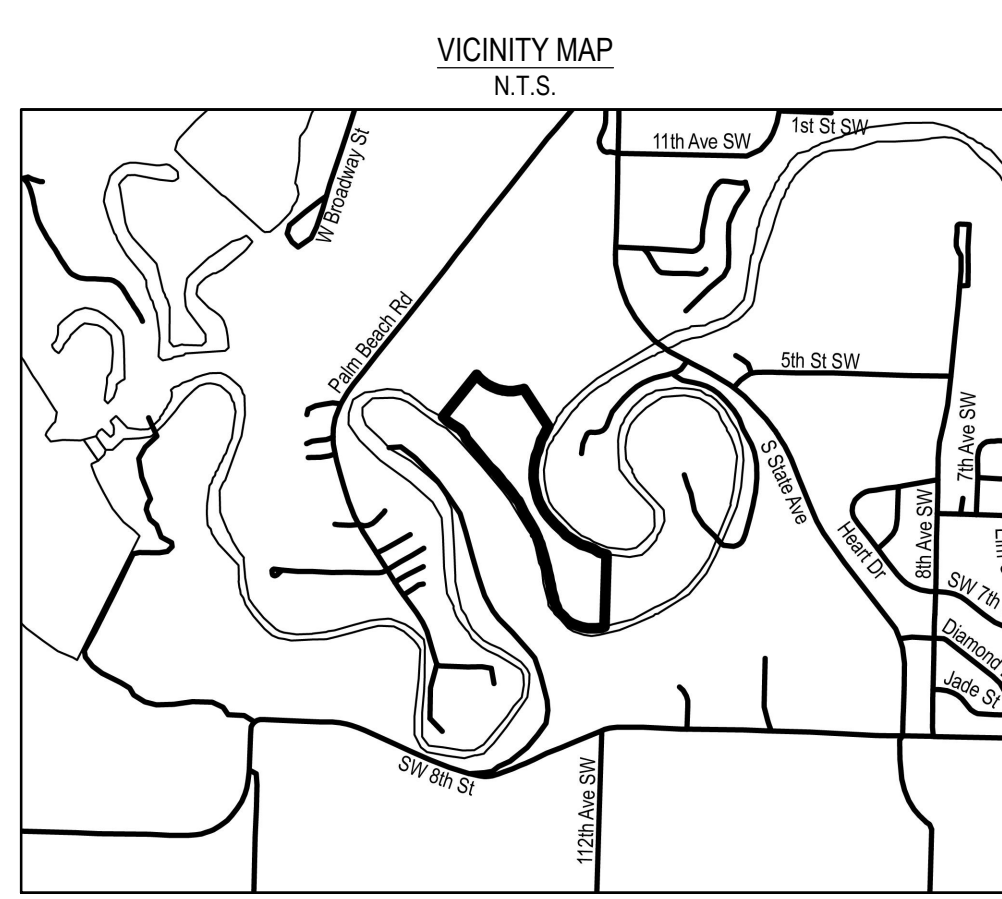
CITY OF DICKINSON COMMISSION APPROVAL
PRINTED NAME: _____ TITLE: _____
SIGNATURE: _____ DATE: _____

CITY PLANNING AND ZONING COMMISSION APPROVAL
PRINTED NAME: _____ TITLE: _____
SIGNATURE: _____ DATE: _____

STARK COUNTY COMMISSION APPROVAL

PRINTED NAME: _____ TITLE: _____
SIGNATURE: _____ DATE: _____

Line Table			Line Table			Line Table		
Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing
L1	24.52'	S71°32'34"W	L23	28.34'	N14°28'20"W	L45	51.34'	S31°06'11"W
L2	42.16'	S83°51'16"W	L24	31.62'	N25°02'55"W	L46	30.07'	S25°01'08"W
L3	67.45'	N89°36'00"W	L25	17.22'	N17°51'56"W	L47	36.50'	S30°51'57"W
L4	43.15'	N78°40'34"W	L26	67.46'	N23°27'56"W	L48	84.52'	S15°16'43"W
L5	39.77'	N71°49'45"W	L27	66.71'	N30°14'50"W	L49	48.15'	S21°59'07"W
L6	34.88'	N70°28'44"W	L28	88.55'	N31°32'56"W	L50	44.64'	S11°42'38"W
L7	31.36'	N62°51'44"W	L29	56.96'	N25°31'33"W	L51	54.14'	S09°03'40"W
L8	29.01'	N51°09'56"W	L30	48.80'	N25°51'18"W	L52	75.52'	S00°36'58"W
L9	30.04'	N40°05'36"W	L31	25.31'	N42°18'42"W	L53	43.20'	S07°08'09"E
L10	66.28'	N46°43'24"W	L32	58.32'	N34°40'26"W	L54	108.94'	S12°50'52"E
L11	34.30'	N15°09'26"W	L33	63.50'	N38°37'29"W	L55	39.16'	S20°19'42"E
L12	38.97'	N28°31'42"W	L34	47.12'	N43°37'33"W	L56	81.74'	S27°56'41"E
L13	38.77'	N08°44'25"W	L35	35.63'	N34°28'14"W	L57	49.04'	S36°30'06"E
L14	54.00'	N16°46'25"W	L36	57.64'	N40°14'23"W	L58	85.31'	S42°38'48"E
L15	46.12'	N08°22'22"W	L37	63.32'	N47°33'16"W	L59	78.38'	S46°33'29"E
L16	31.06'	N16°32'41"W	L38	194.17'	N39°00'00"W	L60	41.97'	S42°34'53"E
L17	37.37'	N10°11'55"W	L39	89.93'	N40°30'37"W	L61	135.49'	S57°07'01"E
L18	40.94'	N14°12'31"W	L40	35.31'	N21°55'27"W	L62	49.96'	S73°20'21"E
L19	35.94'	N10°10'07"W	L41	54.68'	N38°44'52"W	L63	57.99'	S69°19'24"E
L20	29.04'	N17°33'07"W	L42	82.86'	N58°58'06"W	L64	50.47'	S57°28'45"E
L21	65.76'	N13°44'34"W	L43	36.79'	N54°06'57"W	L65	59.73'	S72°40'06"E
L22	63.50'	N16°55'21"W	L44	46.18'	N45°30'45"W			



BASIS OF BEARINGS: BEARINGS SHOWN ARE GRID BEARINGS BASED ON NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83, INTERNATIONAL FEET

- LEGEND**
- SET #5 REBAR W/ YPC *TARNOWSKI LS-27506
 - FOUND SECTION CORNER AS NOTED
 - FOUND 1/4 CORNER AS NOTED
 - FOUND MONUMENT BPC LS-5466
 - ORDINARY HIGH WATER MARK
 - PLAT BOUNDARY
 - PROPOSED LOT LINE
 - SECTION LINE
 - EXISTING EASEMENT
 - WETLAND BOUNDARY
 - 100-YEAR FLOODPLAIN EL. 1637.00' NAVD88

- CLIENT:** JORDAN SELINGER, 2227 4TH ST W, DICKINSON, ND 58601 (701) 290-1146
- SURVEYOR:** MICHAEL J. TARNOWSKI, PLS MOUNTAIN PLAINS, LLC 1300 TACOMA AVE, SUITE A BISMARCK, ND 58504 (701) 557-3348
- NOTES:**
- BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
 - FIELD SURVEY COMPLETED 3/16/2022.
 - SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
 - TOTAL LOTS: 2
 - TOTAL PLAT: 17.35 ACRES
 - PROPOSED ZONING: LOW DENSITY RESIDENTIAL
 - FRONT YARD SETBACK IS 25 FEET SIDE YARD SETBACK IS 5 FEET, AND BACK YARD SETBACK IS 20 FEET.
 - 100 YEAR FLOOD PLAN: FEMA ZONE X. DOCUMENT #38089C0427E/431E. EFFECTIVE DATE: 11/04/2010
 - CONTOUR LINES WERE DERIVED FROM NORTH DAKOTA STATE WATER COMMISSION LIDAR DATA.
 - BASIS OF BEARINGS: BEARINGS SHOWN ARE GRID BEARINGS BASED ON NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83, INTERNATIONAL FEET





Staff Report

To: Planning and Zoning Commission
From: City of Dickinson Development Team
Date: February 29, 2024
Re: **FLP-008-2023 Heart River Bottoms Minor Plat**

APPLICANT

Josh Muehler
 Mountain Plains LLC
 12478 US-22
 Watford City, ND 58854

OWNER

Greg Pruitt
 22 Patterson Lake Dr.
 Dickinson, ND58601

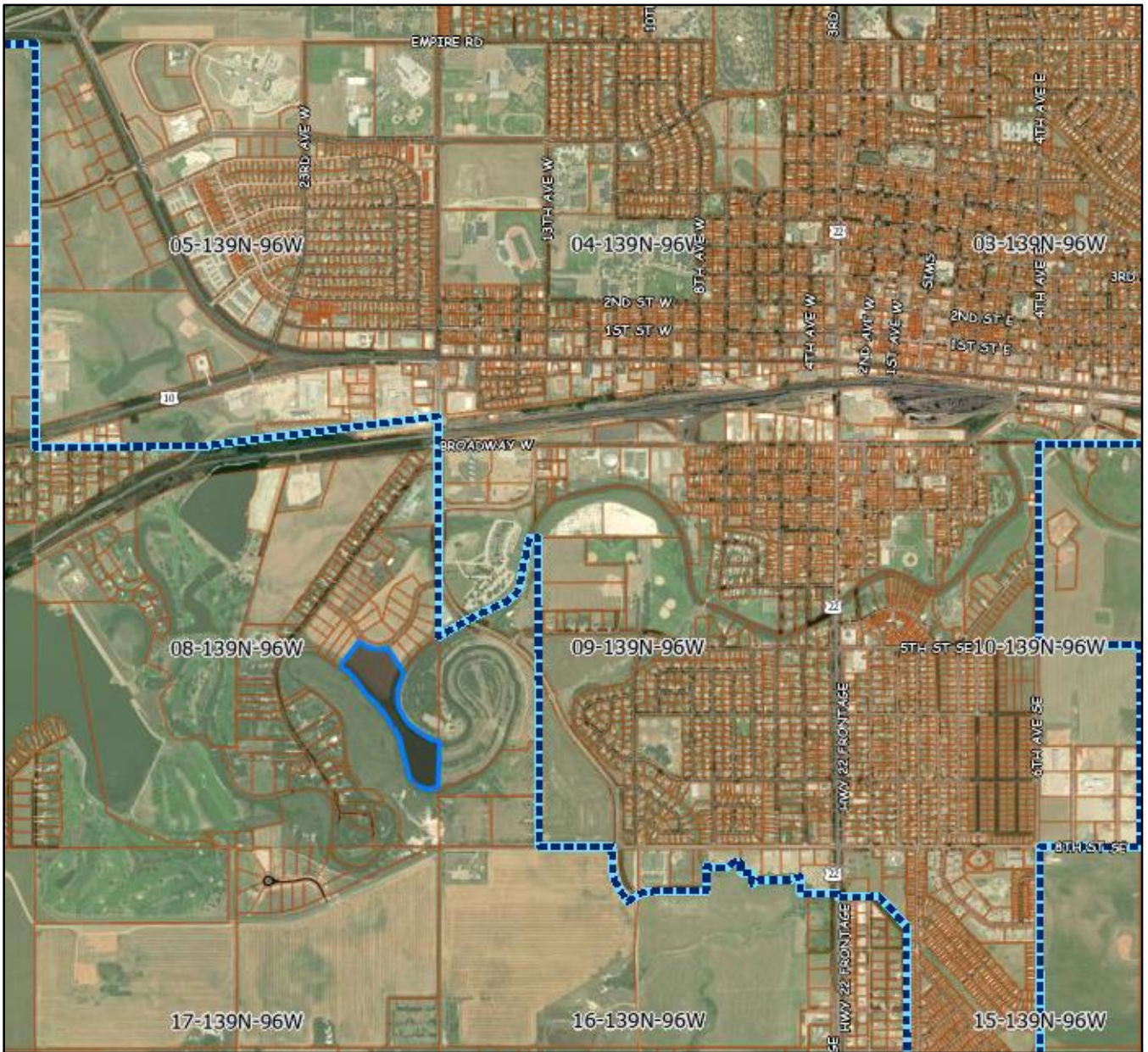
Public Hearing	March 13, 2024	Planning and Zoning Commission
Final Consideration	March 19, 2024	City Commission

The applicant is seeking to plat the property with two separate lots. The proposed subdivision would result in splitting the subject 17.35 acres into an 8.65-acre northern lot (proposed Lot 2) and an 8.70-acre southern lot (proposed Lot 1). This request was originally submitted in July of 2023 but had been tabled by the applicant, citing floodplain management considerations.

The subject parcel is bounded by Heart River to the west, south, and east. To the north, runs a proposed private road, Deep Run Drive. The parcel is legally described as A Tract of Land Located in Parcel B of the NE ¼ and a Portion of the SE ¼ of Section 8, Township 139N, Range 96W, of the 5th Principal Meridian, Stark County, North Dakota, located within the City of Dickinson’s Extra-Territorial Zone.

Public Comments: None.

Recommendation: Approval, subject to conditions listed below.



ZONING	AG
FUTURE LAND USE MAP DESIGNATION	RESIDENTIAL
GROSS SITE ACREAGE	+/- 17.35 ACRES
LOTS PROPOSED	1

CURRENT ADJACENT LAND USE/ZONING		
Direction	Zoning	Land Use
North	R-1	Undeveloped
East	R-1	Undeveloped
South	R-1	Undeveloped
West	R-1	Undeveloped

STAFF REVIEW AND RECOMMENDATIONS

Compatibility with Local Uses: The uses on the parcel will be compatible with the adjacent current zoning designations.

Compliance with Zoning and Subdivision Regulations: Each proposed lot satisfies zoning requirements regarding minimum square footage per Section 39.04.005 of the municipal code.

According to Section 34.030 of the City’s Subdivision of Land chapter, a minor subdivision, platted pursuant to NDCC §40-50.1, shall meet all of the following criteria:

- Does not require the dedication of public rights-of-way or the construction of new public streets or public infrastructure;
- Does not land-lock or otherwise impair convenient ingress and egress to or from the rear or side of the subject tract or any adjacent property;
- Does not violate any local, state or federally-adopted law, ordinance, regulation, plan or policy.
- Consists of four lots or less.

The proposed plat does not show convenient access to a public roadway. It appears from the provided plat map that the proposed lots would access Palm Beach Road by way of Deer Run Drive. Deer Run Drive is a private road that was platted as part of the Stable Estates Subdivision. The applicant has not indicated there is a recorded access agreement allowing the two lots in the proposed subdivision access to Palm Beach Road by means of Deer Run Drive. Neither proposed subdivision lot shall receive a certificate of occupancy until the proposed Deep Run Drive is constructed and provides access to the public road network, connecting with Palm Beach Road.

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.

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend Approval of **FLP-008-2023 Heart River Bottoms Subdivision Minor Plat** subject to the condition listed above as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare "*

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

1. _____;
2. _____.

*****Denial*****

*"I move the Dickinson Planning and Zoning Commission recommend Denial of **FLP-008-2023 Heart River Bottoms Subdivision Minor Plat** petition as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare."*

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

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **HEART RIVER BOTTOMS MINOR SUBDIVISION**

A TRACT OF LAND BEING PARCEL B OF THE NE1/4 AND A PORTION OF THE SE1/4 OF SECTION 8, T.139N. R.96W. OF THE FIFTH PRINCIPAL MERIDIAN, STARK COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N01°32'52"E ON AND ALONG THE EAST LINE OF SAID SECTION 8 A DISTANCE OF 777.52 FEET TO A POINT ON THE NORTH BANK OF THE HEART RIVER, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH BANK OF THE HEART RIVER THE FOLLOWING FORTY FOUR (44) COURSES: S71°32'34"W A DISTANCE OF 24.52 FEET; THENCE S83°51'16"W A DISTANCE OF 42.16 FEET; THENCE N89°36'00"W A DISTANCE OF 67.45 FEET; THENCE N78°40'34"W A DISTANCE OF 43.15 FEET; THENCE N71°49'45"W A DISTANCE OF 39.77 FEET; THENCE N70°28'44"W A DISTANCE OF 34.88 FEET; THENCE N62°51'44"W A DISTANCE OF 31.36 FEET; THENCE N51°09'56"W A DISTANCE OF 29.01 FEET; THENCE N40°05'36"W A DISTANCE OF 30.04 FEET; THENCE N46°43'24"W A DISTANCE OF 66.28 FEET; THENCE N15°09'26"W A DISTANCE OF 34.30 FEET; THENCE N28°31'42"W A DISTANCE OF 38.97 FEET; THENCE N08°44'25"W A DISTANCE OF 38.77 FEET; THENCE N16°46'25"W A DISTANCE OF 54.00 FEET; THENCE N08°22'22"W A DISTANCE OF 46.12 FEET; THENCE N16°32'41"W A DISTANCE OF 31.06 FEET; THENCE N10°11'55"W A DISTANCE OF 37.37 FEET; THENCE N14°12'31"W A DISTANCE OF 40.94 FEET; THENCE N10°10'07"W A DISTANCE OF 35.94 FEET; THENCE N17°33'07"W A DISTANCE OF 29.04 FEET; THENCE N13°44'34"W A DISTANCE OF 65.76 FEET; THENCE N16°55'21"W A DISTANCE OF 63.50 FEET; THENCE N14°28'20"W A DISTANCE OF 28.34 FEET; THENCE N25°02'55"W A DISTANCE OF 31.62 FEET; THENCE N17°51'56"W A DISTANCE OF 17.22 FEET; THENCE N23°27'56"W A DISTANCE OF 67.46 FEET; THENCE N30°14'50"W A DISTANCE OF 66.71 FEET; THENCE N31°32'56"W A DISTANCE OF 88.55 FEET; THENCE N25°31'33"W A DISTANCE OF 56.96 FEET; THENCE N25°51'18"W A DISTANCE OF 48.80 FEET; THENCE N42°18'42"W A DISTANCE OF 25.31 FEET; THENCE N34°40'26"W A DISTANCE OF 58.32 FEET; THENCE N38°37'29"W A DISTANCE OF 63.50 FEET; THENCE N43°37'33"W A DISTANCE OF 47.12 FEET; THENCE N34°28'14"W A DISTANCE OF 35.63 FEET; THENCE N40°14'23"W A DISTANCE OF 57.64 FEET; THENCE N47°33'16"W A DISTANCE OF 63.32 FEET; THENCE N39°00'00"W A DISTANCE OF 194.17 FEET; THENCE N40°30'37"W A DISTANCE OF 89.93 FEET; THENCE N21°55'27"W A DISTANCE OF 35.31 FEET; THENCE N38°44'52"W A DISTANCE OF 54.68 FEET; THENCE N58°56'06"W A DISTANCE OF 82.86 FEET; THENCE N54°06'57"W A DISTANCE OF 36.79 FEET; THENCE N45°30'45"W A DISTANCE OF 46.18 FEET TO A POINT ON THE EASTERLY LINE OF LOT 6, BLOCK 2 OF STABLE ESTATES SUBDIVISION, DESCRIBED IN

DOCUMENT #3167912, RECORDED AT THE STARK COUNTY RECORDER; THENCE N38°40'26"E ON AND ALONG THE EASTERLY LINE OF SAID LOT 6 A DISTANCE OF 418.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF DEER RUN DRIVE; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID DEER RUN DRIVE, ON A CURVE TO THE LEFT HAVING A CHORD BEARING OF S73°18'20"E, A CHORD LENGTH OF 384.58 FEET, A RADIUS OF 339.94 FEET, AND A LENGTH OF CURVE OF 408.76 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID STABLE ESTATES SUBDIVISION; THENCE S33°17'31"E ON AND ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 352.07 FEET TO A POINT ON THE WESTERLY BANK OF THE HEART RIVER; THENCE CONTINUING ALONG THE WESTERLY BANK OF SAID HEART RIVER THE FOLLOWING TWENTY ONE (21) COURSES: S31°06'44"W A DISTANCE OF 51.53 FEET; THENCE S25°01'08"W A DISTANCE OF 30.07 FEET; THENCE S30°51'57"W A DISTANCE OF 36.50 FEET; THENCE S15°16'43"W A DISTANCE OF 84.52 FEET; THENCE S21°59'07"W A DISTANCE OF 48.15 FEET; THENCE S11°42'38"W A DISTANCE OF 44.64 FEET; THENCE S09°03'40"W A DISTANCE OF 54.15 FEET; THENCE S00°36'58"W A DISTANCE OF 75.52 FEET; THENCE S07°08'09"E A DISTANCE OF 43.20 FEET; THENCE S12°50'52"E A DISTANCE OF 108.94 FEET; THENCE S20°19'42"E A DISTANCE OF 39.16 FEET; THENCE S27°56'41"E A DISTANCE OF 81.74 FEET; THENCE S36°30'06"E A DISTANCE OF 49.04 FEET; THENCE S42°38'48"E A DISTANCE OF 85.31 FEET; THENCE S46°33'29"E A DISTANCE OF 78.38 FEET; THENCE S42°34'53"E A DISTANCE OF 41.97 FEET; THENCE S57°07'01"E A DISTANCE OF 135.49 FEET; THENCE S73°20'21"E A DISTANCE OF 49.96 FEET; THENCE S69°19'24"E A DISTANCE OF 57.99 FEET; THENCE S57°28'45"E A DISTANCE OF 50.47 FEET; THENCE S72°40'06"E A DISTANCE OF 59.73 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 8; THENCE S01°32'52"W ON AND ALONG THE EAST LINE OF SAID SECTION 8 A DISTANCE OF 562.03 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 17.35 ACRES, MORE OR LESS, AND SHALL HENCE FORTH BE KNOWN AS HEART RIVER BOTTOMS SUBDIVISION, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES, AND SURVEYS

WHEREAS, the Planning Commission held a public hearing on said plat in compliance with State Statute, at which time the final plat was given final approval and recommended to the Board of City Commissioners.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the property known as the **HEART RIVER BOTTOMS MINOR SUBDIVISION** Stark County, North Dakota, be and the same is hereby approved upon condition that the proposed streets, water and sewage and other utility facilities be in accordance with the City of Dickinson and Stark County regulation codes and as indicated on the final plat, and procedures acceptable to the Board of City Commissioners.

Dated this _____ day of March 2024.

Scott Decker, President
Board of City Commission

ATTEST:

Dustin Dassinger, City Administrator



Unified Development Application

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

Please upload the letter or counseling form you received following your pre-application meeting: [Dickinson South Cemetery Plat Pre-application Meeting Letter.pdf](#)

Type of Development **Major Subdivision Final Plat**

Is this a Replat **No**

Date of Final Plat Approval at Planning & Zoning Commission **02-21-2024**

Name **Aaron Praus**

Company **City of Dickinson**

Applicant Email **aaron.praus@dickinsongov.com**

Applicant Phone # **(701) 456-7840**

Applicant Representative (if applicable) **James Kiedrowski**

Applicant Representative Company: KLJ

Applicant Representative Email: james.kiedrowski@kljeng.com

Applicant Representative Phone #: (701) 690-0503

Owner Name: City of Dick

Owner Address: 38 1ST ST W, Dickinson, ND, 58601

Owner Email: aaron.praus@dickinsongov.com

Owner Phone #: (701) 456-7840

Is the owner present to Sign:

Owner Signature Upload: [CitySign.pdf](#)

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

Metes and Bounds Description (ONLY REQUIRED FOR UNPLATTED SUBDIVISION LOTS)

BEGINNING AT THE NORTHEAST CORNER OF DICKINSON SOUTH CEMETERY SUBDIVISION AS DESCRIBED IN DOCUMENT NUMBER 3007169, ON FILE AND RECORDED IN THE OFFICE OF THE RECORDER, STARK COUNTY, NORTH DAKOTA; THENCE ON AN AZIMUTH OF 091°38'43", A DISTANCE OF 500.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ON AN AZIMUTH OF 181°29'55", A DISTANCE OF 660.99 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ON AN AZIMUTH OF 271°36'01" A DISTANCE OF 500.00 FEET TO THE SOUTH EAST CORNER OF SAID DICKINSON SOUTH CEMETERY SUBDIVISION; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER ON A AZIMUTH OF 001°29'55" A DISTANCE OF 661.38 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 7.60 ACRES.

	1/4 Section	Township	Range
Description	NW 1/4, Sec 16	139 N	96 W

Property Address / General Project Location	SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (S1/2SW1/4NW1/4) OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 96 WEST	
Total Square Footage or Acreage of Subject Property	7.60 Acres	
Rezone Calc Multiplier	0	
Minor Platting Multiplier	0	
Prelim Platting Multiplier	0	
Major Platting Multiplier	1	
Name of Final Plat	Dickinson South Cemetery Second Subdivision	
Final Platted Lots	More than 40 Lots	
Final Platted Block(s)	24	
Name of Preliminary Plat	Dickinson South Cemetery Second Subdivision	
Preliminary Number Lots	More than 40 Lots	
Preliminary Number of Block(s)	24	
	0	
Application Calc	350	
Required Documentation Upload	2204-00962 Subdivision-Plat.pdf AutoCad&shapefile.zip	
Deed for Property	Deed.txt	
Application Fees	Applicable Fees	350.00 USD
	Total:	\$350.00
	Transaction ID:	263esnch
	Payer Information	
	First Name:	Andrew
	Last Name:	Krebs
	E-Mail	aaron.praus@dickinsongov.com
Applicant Signature		



Date

02-29-2024

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



ENGINEERING & COMMUNITY DEVELOPMENT

May 15, 2023

KLJ Engineering
Attn: James Kiederowski
677 27th Avenue East
Dickinson ND 58601

james.kiedrowski@kljeng.com

RE: Dickinson South Cemetery Second Subdivision Plat

Dear Mr. Kiederowski,

This letter addresses the proposed Dickinson South Cemetery Second Subdivision plat to be located in the S ½ of the SW ¼ of the NW ¼ of Section 16, Township 139N, Range 96W in the City of Dickinson's Extra-Territorial Zone (ETZ). The 155.87-acre property is currently zoned Agricultural(AG), and the property is currently undeveloped. The pre-application meeting for the proposed subdivision plat took place on Tuesday May 2, 2023. You met in person with City staff on that day. This letter 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.

Project Description/Background information:

The subject property is located immediately to the east of the Dickinson South Cemetery Subdivision. The proposed subdivision plat, if approved, would create over 2,000 grave sites. The configuration of the proposed plat would be similar to the adjacent Dickinson South Cemetery Subdivision. Cemetery drives, including one that would provide access to 20th Avenue SW, are depicted on the proposed plat. The drives are not considered as City of Dickinson right-of-way being the entire platted parcel will remain as City of Dickinson ownership.

Documents provided to the City of Dickinson at the time of the pre-application meeting:

- The proposed preliminary plat;
- A copy of the Dickinson South Cemetery Subdivision approved in 2000;
- A cemetery master plan.



Requests from the applicant:

The project due diligence questions are addressed below. Please let us know if you have additional questions.

Listed below are the comments related to your submittal request:

- Floodplain
 - N/A
- Engineering
 - Stormwater, drive pavement, grading, and any other engineering related aspects for this plat will be handled with future project such as the South Dickinson property master plan for the City of Dickinson owned parcel being the majority of the NW1/4 of Section 16, and with a future drive pavement and grading plan project.
- Planning and Zoning
 - The property is zoned Agricultural (AG) and the property is located in the City's Extra Territorial Zone (ETZ). Cemeteries are permitted in the AG zoning district.
 - After reviewing Chapter 34 of the Municipal Code, staff determined that as the proposed subdivision would go through the major subdivision process.
 - The major subdivision process submittal of a preliminary plat and a public hearing before the Planning and Zoning Commission.
 - If the Planning and Zoning Commission approves the preliminary plat the applicant shall submit a final plat. A public hearing on the final plat will be held before the Planning and Zoning Commission.
 - If the Planning and Zoning Commission recommends approval the final plat will go to City Commission for final approval.
- Assessor
 - N/A
- Fire Marshal
 - N/A
- Public Works
 - N/A
- Building Official
 - N/A

Sincerely,



Joshua M. Skluzacek
Engineering and Community Development

DICKINSON SOUTH CEMETERY SECOND SUBDIVISION

A PARCEL OF UNPLATTED LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (S1/2SW1/4NW1/4) OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 96 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA

OWNER:
CITY OF DICKINSON
38 1ST STREET WEST
DICKINSON, ND 58601

ENGINEER:
KLJ
677 27TH AVE EAST
DICKINSON, ND 58601

SURVEYOR'S CERTIFICATE

I, JAMES A. COOPER, PROFESSIONAL LAND SURVEYOR, N.D. NO. 5501, OF DICKINSON, STARK COUNTY, NORTH DAKOTA, DO HEREBY CERTIFY THAT THE SURVEY OF A PORTION OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (S1/2SW1/4NW1/4) OF SECTION SIXTEEN (16), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T. 139N.), RANGE NINETY-SIX WEST (R. 96W.) OF THE FIFTH (5TH) P.M., STARK COUNTY, NORTH DAKOTA, ON THIS PLAT SHOWN, WAS MADE UNDER MY DIRECTION FROM NOTES MADE IN THE FIELD AND THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE BOUNDARY OF SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF DICKINSON SOUTH CEMETERY SUBDIVISION AS DESCRIBED IN DOCUMENT NUMBER 3007169, ON FILE AND RECORDED IN THE OFFICE OF THE RECORDER, STARK COUNTY, NORTH DAKOTA; THENCE ON AN AZIMUTH OF 091°38'43", A DISTANCE OF 500.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ON AN AZIMUTH OF 181°29'55", A DISTANCE OF 660.99 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ON AN AZIMUTH OF 271°36'01" A DISTANCE OF 500.00 FEET TO THE SOUTH EAST CORNER OF SAID DICKINSON SOUTH CEMETERY SUBDIVISION; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER ON A AZIMUTH OF 001°29'55" A DISTANCE OF 661.38 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 7.60 ACRES.

JAMES A. COOPER
PROFESSIONAL LAND SURVEYOR
NORTH DAKOTA NO. 5501

PROPRIETOR'S CERTIFICATE

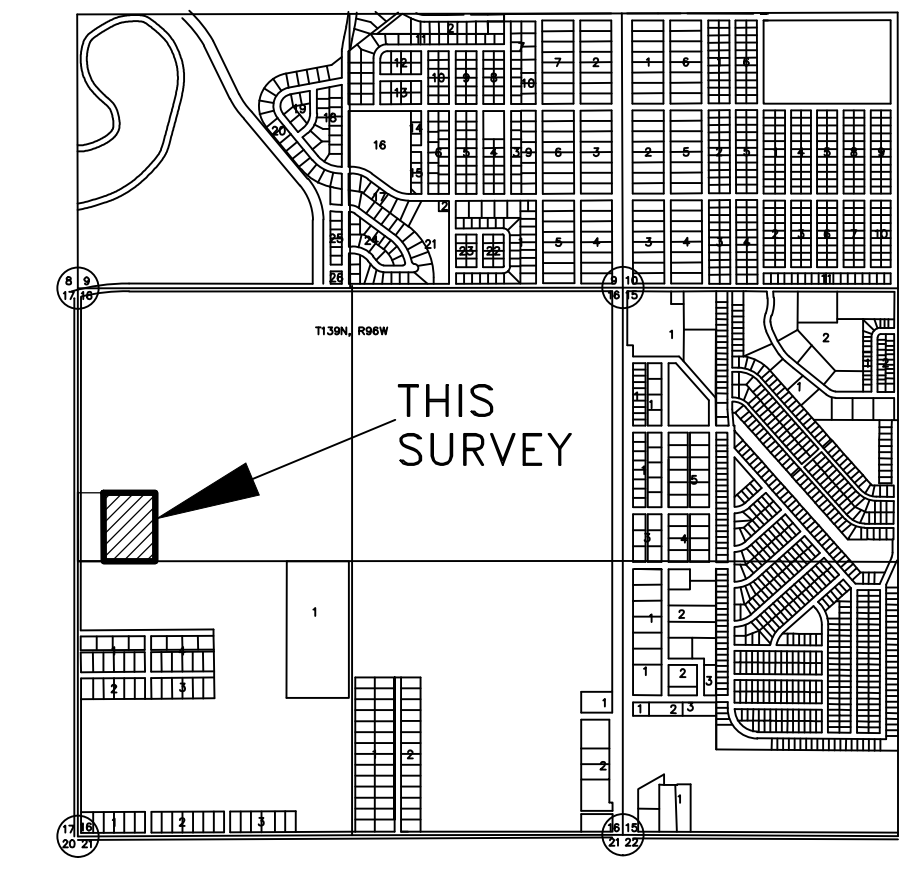
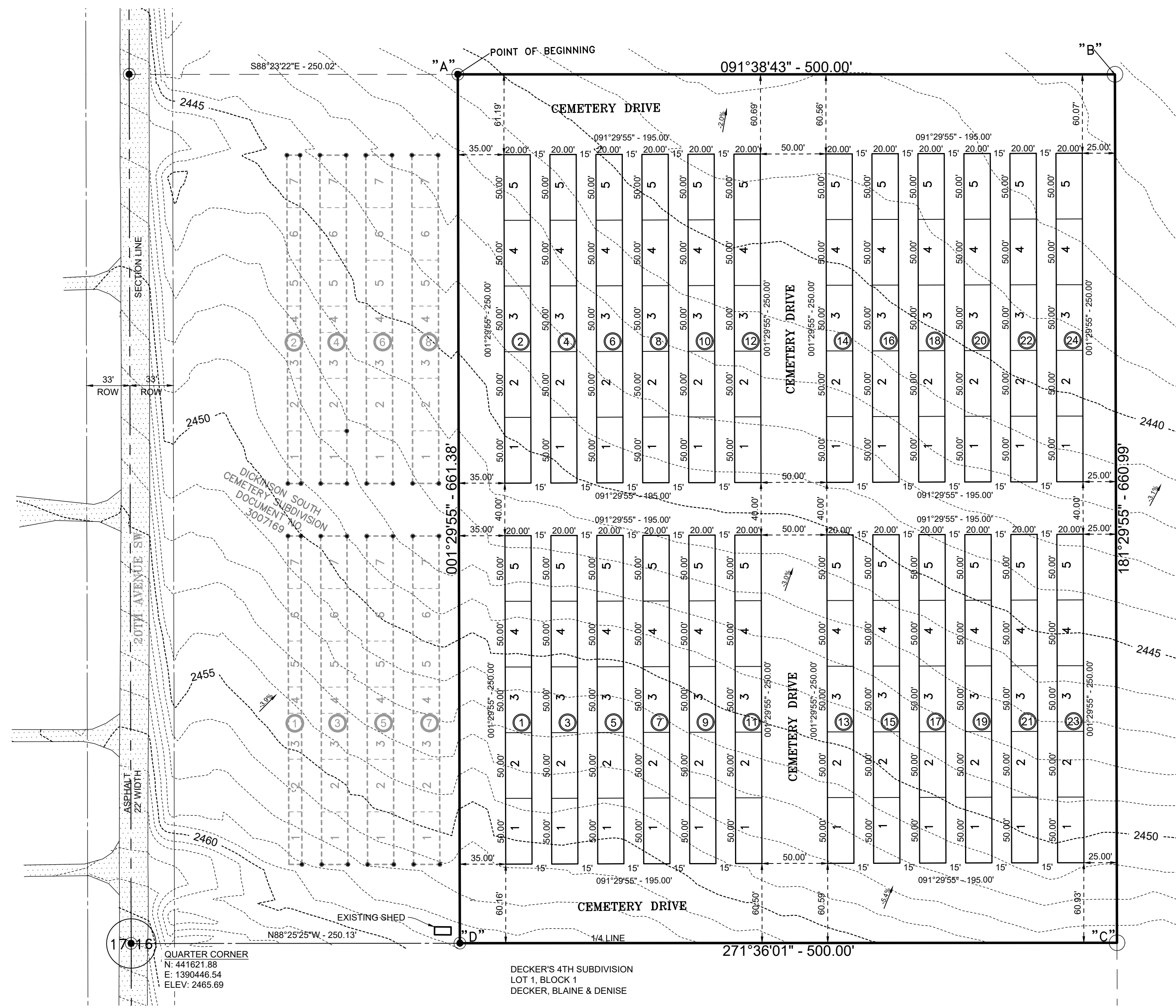
THE CITY OF DICKINSON, A MUNICIPALITY, OWNER AND PROPRIETOR OF DICKINSON SOUTH CEMETERY SUBDIVISION TO STARK COUNTY, NORTH DAKOTA, LYING IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (S1/2SW1/4NW1/4) OF SECTION 16, TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T. 139N.), RANGE NINETY-SIX WEST (R. 96W.), OF THE 5TH P.M., STARK COUNTY, NORTH DAKOTA, ON THIS PLAT SHOWN HEREON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DOES HEREBY DECLARE THAT IS HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED BY JAMES COOPER, A NORTH DAKOTA LICENSED LAND SURVEYOR, AS SHOWN ON THE ACCOMPANYING PLAT. IN WITNESS, WHEREOF, WE HAVE HEREUNTO SUBSCRIBE OUR NAMES:

IN WITNESS, WHEREOF, WE HEREUNTO SUBSCRIBE OUR NAMES:

BY: _____
SCOTT DECKER
OWNER OF DICKINSON ENERGY PARK, LLC

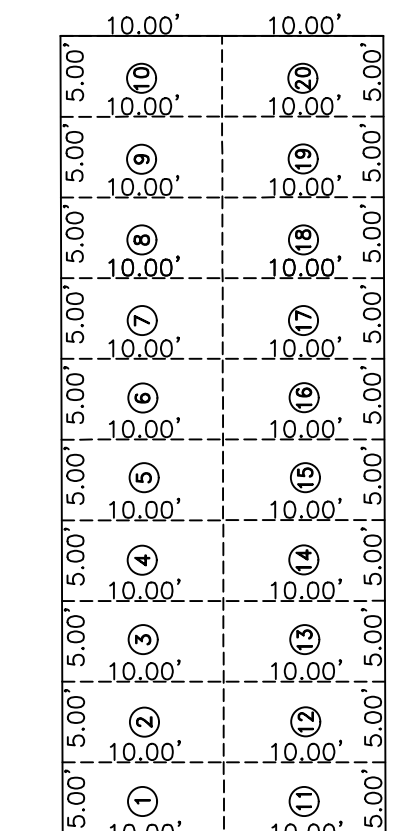
STATE OF NORTH DAKOTA)
) SS
COUNTY OF)

ON THIS _____ DAY OF _____, 2023, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, _____, TO ME KNOWN TO BE THE SAME PERSONS DESCRIBED IN AND THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND SEVERALLY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

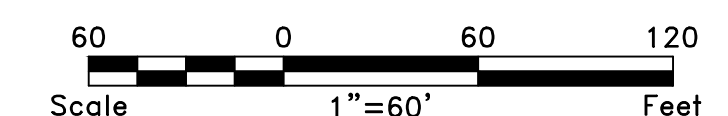
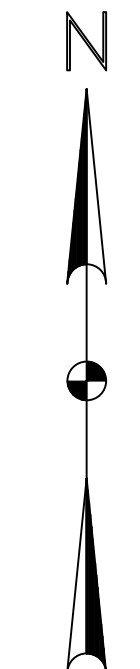


VICINITY MAP
NOT TO SCALE

POINT	NORTHING	EASTING
A	442276.01	1390713.90
B	442261.66	1391213.70
C	441600.90	1391196.41
D	441614.86	1390696.61



TYPICAL LOT AND GRAVESITE LAYOUT, BLOCKS 1-24
NOT TO SCALE



PLAT AREA INFORMATION:

NUMBER OF LOTS	120
LOT ACREAGE	2.75 ACRES
R.O.W. ACREAGE	4.85 ACRES
TOTAL ACREAGE	7.60 ACRES

CURRENT ZONING: AG

LEGEND

- SET IRON REBAR AND CAP (LS5999) ○
- FOUND IRON REBAR AND BRASS CAP ●
- FOUND IRON REBAR & LS CAP ⊙
- SECTION LINE ————
- QUARTER-SECTION LINE - - - - -
- RIGHT OF WAY LINE ————
- EXISTING LOT LINE ————
- PROPOSED LOT LINE ————
- PROPOSED SUBDIVISION BOUNDARY ————

NOTES:

- 1.) THIS SURVEY IS BASED ON NORTH DAKOTA STATE PLANE SYSTEM, NAD 83 (2011), SOUTH ZONE, INTERNATIONAL FOOT. AZIMUTHS SHOWN ARE GRID AZIMUTHS.
- 2.) ELEVATIONS ARE BASED ON NAVD 88 (GEOID 12A)
- 3.) ALL DISTANCES SHOWN ARE GROUND AND MEASURED UNLESS OTHERWISE NOTED.
- 4.) SURVEY WORK WAS PERFORMED DURING SEPTEMBER 2022.
- 5.) WATER IS PROVIDED BY SWWA.
- 6.) ALL ROADWAYS, DRIVES, ALLEYS, OR WALKWAYS ARE UNDEDICATED AND SOLELY FOR CEMETERY PURPOSES.

CITY OF DICKINSON COMMISSION APPROVAL

STARK COUNTY COMMISSION APPROVAL

SCOTT DECKER, PRESIDENT _____ DATE _____

DEAN FRANCHUK, CHAIRMAN _____ DATE _____

CITY ENGINEER APPROVAL

CITY ENGINEER _____ DATE _____

PLANNING AND ZONING COMMISSION APPROVAL

MATTHEW GALIBERT _____ DATE _____
CITY PLANNER



Dustin Dassinger – City Administrator

Aaron Praus - Solid Waste Recycling Manager

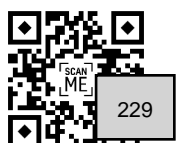
FINAL PLAT – DICKINSON SOUTH CEMETERY SECOND SUBDIVISION

FLP-002-2024- A request to approve a Preliminary Plat for Dickinson South Cemetery Second Subdivision being a parcel of unplatted land located in the south half of the southwest quarter of the northwest quarter (S1/2SW1/2NW1/4) of Section 16, Township 139 North, Range 96 West, located in the City of Dickinson's ETZ. The site consists of +/- 7.60 acres.

Both the Planning and Zoning Commission and City staff recommend approval.

Steve

City/County Planner



RESOLUTION NO: _____ - 2024

**A RESOLUTION APPROVING FINAL PLAT ENTITLED
DICKINSON SOUTH CEMETERY SECOND SUBDIVISION
STARK COUNTY, NORTH DAKOTA.**

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **DICKINSON SOUTH CEMETERY SECOND SUBDIVISION**

A PORTION OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (S1/2SW1/4NW1/4) OF SECTION SIXTEEN (16), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T.139N.), RANGE NINETY-SIX WEST (R.96W.) OF THE FIFTH (5TH) P.M., STARK COUNTY, NORTH DAKOTA, ON THIS PLAT SHOWN, WAS MADE UNDER MY DIRECTION FROM NOTES MADE IN THE FIELD AND THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE BOUNDARY OF SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF DICKINSON SOUTH CEMETERY SUBDIVISION AS DESCRIBED IN DOCUMENT NUMBER 3007169, ON FILE AND RECORDED IN THE OFFICE OF THE RECORDER, STARK COUNTY, NORTH DAKOTA; THENCE ON AN AZIMUTH OF 091°38'43", A DISTANCE OF 500.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ON AN AZIMUTH OF 181°29'55", A DISTANCE OF 660.99 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ON AN AZIMUTH OF 271°36'01" A DISTANCE OF 500.00 FEET TO THE SOUTH EAST CORNER OF SAID DICKINSON SOUTH CEMETERY SUBDIVISION; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER ON A AZIMUTH OF 001°29'55" A DISTANCE OF 661.38 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 7.60 ACRES.

WHEREAS, the Planning Commission held a public hearing on said plat in compliance with State Statute, at which time the final plat was given final approval and recommended to the Board of City Commissioners.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the property known as the **DICKINSON SOUTH CEMETERY SECOND SUBDIVISION** Stark County, North Dakota, be and the same is hereby approved upon condition that the proposed streets, water and sewage and other utility facilities be in accordance with the City of Dickinson and Stark County regulation codes and as indicated on the final plat, and procedures acceptable to the Board of City Commissioners.

Dated this _____ day of March 2024.

Scott Decker, President
Board of City Commission

ATTEST:

Dustin Dassinger, City Administrator



Engineering Memorandum

March 14, 2024

RE: March 19th Commission Meeting

2024 WATERMAIN AND LEAD SERVICE LINE REPLACEMENT – BID AWARD TO BEK CONSULTING, LLC

For your consideration is a bid award for the project number 202402 – 2024 Watermain and Lead Service Line Replacement project. The bid opening took place at City Hall on Wednesday March 13, 2024 where one bid was received. The engineer's opinion of probable cost was \$5,027,626.00, and the total bid was **\$5,337,824.00** – a difference of approximately 6 percent. The key differences were noted to be: please list the bid items that caused the pricing to be The bid award is contingent upon a final review from the North Dakota Department of Environmental Quality.

Key attributes to the project include:

- Mill and overlay from 9th St. E. to the southern right-of-way limit of 10th Ave. E.
- The remainder of the route will be a full re-construct of the street, storm sewer, sanitary sewer, and water main
- New storm water outfall across from Osborn Dr.
- Storm water open channel sediment removal to be completed by the City of Dickinson Public Works staff
- New storm sewer, sanitary sewer, and water main stubs for the future Museum needs, Law Enforcement Center, and future Armory property needs

The construction is planned to be completed during the 2024 construction season. The project was budget in the 2024 capital improvement project plan with the following funding sources; Gross Production Tax, State Revolving Fund Loan, and State Water Commission Grant for the watermain replacement.

The city engineering staff recommends approval.



ENGINEERING MEMORANDUM

March 14, 2024

RE: March 19th Commission Meeting

2024 WATERMAIN AND LEAD SERVICE LINE REPLACEMENT – BID AWARD TO BEK CONSULTING, LLC

For your consideration is a bid award for the project number 202402 – 2024 Watermain and Lead Service Line Replacement project. The bid opening took place at City Hall on Wednesday March 13, 2024 where one bid was received. The engineer's opinion of probable cost was \$4,626,355.00, and the total bid was **\$4,284,098.00** – a difference of approximately 6 percent. The key differences were noted to be: please list the bid items that caused the pricing to be The bid award is contingent upon a final review from the North Dakota Department of Environmental Quality due to the State Revolving Fund loan through them.

Key attributes to the project include:

- Mill and overlay of 5th, 6th, and 7th Avenues West from Villard to 4th Street West
- Replacing approximately 3,800 lineal feet of 6-inch cast iron pipe with 8-inch PVC pipe
- Replacing approximately 20 lead service line from the water main to the meter in the buildings
- The special improvement district includes concrete removal and replacement for curb and gutter, sidewalk, and driveway approaches.
- There are three locations where the sanitary sewer main will be repaired. This was identified from the televising of the main was completed by Public Works.
- Department of Water Resources grant has been submitted for the project; gross eligible cost estimate is \$4.0 million; the 60% grant is estimated to be \$2.4 million. The project was heard at the pre-commission meeting on March 14 where no questions were asked. The project is scheduled for the commission meeting on April 11 where a final decision for the grant will be made.

The construction is planned to be completed during the 2024 construction season. The project was budget in the 2024 capital improvement project plan with the following funding sources; Gross Production Tax, State Revolving Fund Loan, and Department of Water Resources grant for the watermain replacement.

The city engineering staff recommends approval.



Bid Opening

2024 Watermain Replacement Project

City of Dickinson Project No. 202402

March 13, 2024 | 10:00 AM MT | Dickinson City Hall

Apex Project No. 23.107.0144

Prime Plan Holders	Addendum 1 & 2 Acknowledged	Separate Bid Security Envelope		Bid Envelope				Bid Amount
		5% Bid Bond	ND Contractor License	Subcontractor/Supplier List (00410)	Qualification Statement (00420)	MBE/WBE Subcontractor Solicitation Information Form	Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form	
BEK Consulting, LLC	X	X	X	X	X	X	X	\$4,284,098.00
Engineer's Estimate								\$4,626,335.00

Certification:

I certify that these bids were received and opened on Wednesday, March 13, 2024 at 10:00 AM MT at Dickinson City Hall, 38 1st Street West, Dickinson, ND.



Scott M. Schneider, PE

3-13-2024

Date

Bid Opening – Sign In Sheet

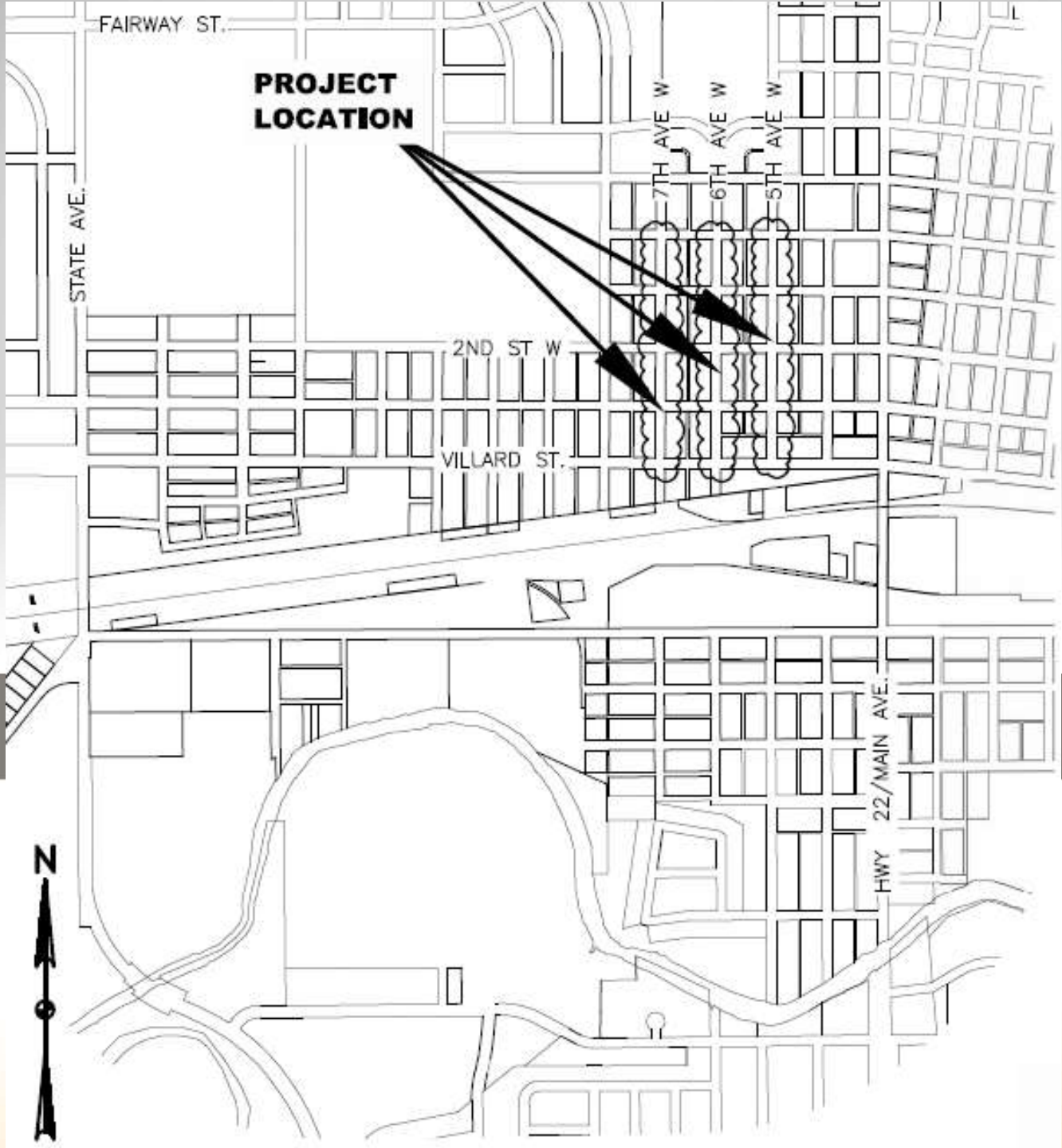
2024 Watermain Replacement Project

City of Dickinson Project No. 202402

March 13, 2024 | 10:00 AM MT | Dickinson City Hall

Apex Project No. 23.107.0144

Name	Company/Agency	Phone	Email
Scott Schneider	Apex	701-264-3926	scott.schneider@apexenggroup.com
Duane Zastoupil	City of Dick	701-690-9088	Duane.Zastoupil@Dickinsongov.com
Daniel Kern	BEK	949-375-3029	DKern@BEKweb.com
Josh Skirzewski	City	701-690-2326	josh.skirzewski@dickinsongov.com
Jerry Scherr	City	701-260-3927	jerry.scherr@dickinsongov.com
Gene Jordan	Coburn	701-371-8978	gene.jordan@coburnmail.com
Jon Wilczek	Apex	701-590-8590	jon.wilczek@apexenggroup.com
Lorne Duppong	Ferguson	701-220-7421	lorne.duppong@ferguson.com
Tanner Sanders	Apex	701-833-4994	tanner.sanders@apexenggroup.com
Lonnice Kern	BEK	690-1185	Lonnice@BEKweb.com
Aaron Proulx	City of Dickinson	701-590-5482	aaron.proulx@dickinsongov.com



Bid Tabulation

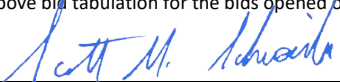
2024 Watermain Replacement Project

City of Dickinson Project #202402

March 13, 2024 | 10:00AM | City Hall

No.	Item	Quantity	Unit	Engineer's Opinion of Probable Cost		BEK Consulting, LLC	
				Unit Price	Extended Price	Unit Price	Extended Price
1	GENERAL CONDITIONS	LS	1	\$ 107,600.00	\$ 107,600.00	\$ 133,000.00	\$ 133,000.00
2	MOBILIZATION	LS	1	\$ 215,200.00	\$ 215,200.00	\$ 95,285.00	\$ 95,285.00
3	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
4	EROSION CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00
5	REMOVAL OF PIPES / ALL TYPES & SIZES	LF	6885	\$ 7.00	\$ 48,195.00	\$ 6.00	\$ 41,310.00
6	MILL ASPHALT PAVEMENT	SY	11450	\$ 5.00	\$ 57,250.00	\$ 4.00	\$ 45,800.00
7	REMOVAL OF ASPHALT PAVEMENT	SY	5979	\$ 20.00	\$ 119,580.00	\$ 12.00	\$ 71,748.00
8	REMOVAL OF CONCRETE PAVEMENT	SY	341	\$ 40.00	\$ 13,640.00	\$ 13.00	\$ 4,433.00
9	REMOVAL OF CURB & GUTTER	LF	2657	\$ 25.00	\$ 66,425.00	\$ 8.00	\$ 21,256.00
10	REMOVAL OF SIDEWALK	SY	1239	\$ 40.00	\$ 49,560.00	\$ 14.00	\$ 17,346.00
11	ABANDON GATE VALVE BOX	EA	5	\$ 2,000.00	\$ 10,000.00	\$ 850.00	\$ 4,250.00
12	ABANDON HYDRANT	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00
13	REMOVE HYDRANT	EA	7	\$ 2,000.00	\$ 14,000.00	\$ 950.00	\$ 6,650.00
14	1" POLY SERVICE LINE	LF	2943	\$ 100.00	\$ 294,300.00	\$ 92.00	\$ 270,756.00
15	6" PVC (C900) WATERMAIN	LF	194	\$ 145.00	\$ 28,130.00	\$ 130.00	\$ 25,220.00
16	8" PVC (C900) WATERMAIN	LF	3664	\$ 155.00	\$ 567,920.00	\$ 150.00	\$ 549,600.00
17	12" PVC (C900) WATERMAIN	LF	12	\$ 210.00	\$ 2,520.00	\$ 225.00	\$ 2,700.00
18	16" PVC (C900) WATERMAIN	LF	72	\$ 250.00	\$ 18,000.00	\$ 300.00	\$ 21,600.00
19	1" CURB STOP & BOX	EA	92	\$ 900.00	\$ 82,800.00	\$ 975.00	\$ 89,700.00
20	6" GATE VALVE & BOX	EA	14	\$ 5,000.00	\$ 70,000.00	\$ 4,750.00	\$ 66,500.00
21	8" GATE VALVE & BOX	EA	15	\$ 7,000.00	\$ 105,000.00	\$ 5,750.00	\$ 86,250.00
22	12" GATE VALVE & BOX	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 9,900.00	\$ 9,900.00
23	16" GATE VALVE & BOX	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 27,000.00	\$ 54,000.00
24	6"-45° BENDS	EA	8	\$ 1,600.00	\$ 12,800.00	\$ 1,300.00	\$ 10,400.00
25	8"-22.5° BENDS	EA	4	\$ 1,800.00	\$ 7,200.00	\$ 1,450.00	\$ 5,800.00
26	8"x6" TEE	EA	11	\$ 2,200.00	\$ 24,200.00	\$ 1,800.00	\$ 19,800.00
27	12"x6" TEE	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 3,800.00	\$ 7,600.00
28	16"x8" TEE	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 5,600.00	\$ 5,600.00
29	16"x6" TEE	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,400.00	\$ 5,400.00
30	16"x8" CROSS	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 6,500.00	\$ 13,000.00
31	16"x12" REDUCER	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00
32	8"x6" REDUCER	EA	5	\$ 2,400.00	\$ 12,000.00	\$ 1,400.00	\$ 7,000.00
33	6" STANDARD HYDRANT	EA	10	\$ 10,000.00	\$ 100,000.00	\$ 10,000.00	\$ 100,000.00
34	CONNECTION TO EXISTING HYDRANT	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 3,150.00	\$ 12,600.00
35	6" SLEEVE	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 8,850.00	\$ 17,700.00
36	8" SLEEVE	EA	3	\$ 7,700.00	\$ 23,100.00	\$ 9,000.00	\$ 27,000.00
37	12" SLEEVE	EA	5	\$ 8,000.00	\$ 40,000.00	\$ 9,100.00	\$ 45,500.00
38	16" SLEEVE	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 10,200.00	\$ 30,600.00
39	8" SADDLE & CORP	EA	101	\$ 1,000.00	\$ 101,000.00	\$ 660.00	\$ 66,660.00
40	12" SADDLE & CORP	EA	17	\$ 1,500.00	\$ 25,500.00	\$ 3,750.00	\$ 63,750.00
41	SERVICE LINE RECONNECTION	EA	29	\$ 1,000.00	\$ 29,000.00	\$ 1,600.00	\$ 46,400.00
42	HOT BITUMINOUS PAVEMENT (3.5")	TON	1220	\$ 340.00	\$ 414,800.00	\$ 360.00	\$ 439,200.00
43	HOT BITUMINOUS PAVEMENT OVERLAY (1.5")	TON	1520	\$ 210.00	\$ 319,200.00	\$ 210.00	\$ 319,200.00
44	AGGREGATE BASE COURSE - CL5	TON	1925	\$ 80.00	\$ 154,000.00	\$ 86.00	\$ 165,550.00
45	GEOTEXTILE FABRIC	SY	6053	\$ 5.00	\$ 30,265.00	\$ 3.00	\$ 18,159.00
46	CURB & GUTTER	LF	2657	\$ 85.00	\$ 225,845.00	\$ 90.00	\$ 239,130.00
47	SIDEWALK CONCRETE (4")	SY	1012	\$ 140.00	\$ 141,680.00	\$ 178.00	\$ 180,136.00
48	BOULEVARD CONCRETE (4")	SY	103	\$ 140.00	\$ 14,420.00	\$ 178.00	\$ 18,334.00
49	SIDEWALK CONCRETE (6")	SY	11	\$ 210.00	\$ 2,310.00	\$ 230.00	\$ 2,530.00
50	DRIVEWAY CONCRETE (6")	SY	198	\$ 210.00	\$ 41,580.00	\$ 235.00	\$ 46,530.00
51	DRIVEWAY CONCRETE (8")	SY	17	\$ 280.00	\$ 4,760.00	\$ 305.00	\$ 5,185.00
52	VALLEY GUTTER	SY	83	\$ 325.00	\$ 26,975.00	\$ 275.00	\$ 22,825.00
53	ADJUST MANHOLE CASTING TO GRADE	EA	13	\$ 1,300.00	\$ 16,900.00	\$ 2,250.00	\$ 29,250.00
54	ADJUST GATE VALVE BOX TO GRADE	EA	30	\$ 900.00	\$ 27,000.00	\$ 1,350.00	\$ 40,500.00
55	TEMPORARY WATER SERVICE	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 90,000.00	\$ 90,000.00
56	BOULEVARD RESTORATION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 70,000.00	\$ 70,000.00
57	BOULEVARD WATERING	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 2,400.00	\$ 7,200.00
58	SANITARY SEWER SERVICE CROSSING	EA	50	\$ 1,000.00	\$ 50,000.00	\$ 1,500.00	\$ 75,000.00
59	REGRADE SEWER SERVICE	LF	100	\$ 200.00	\$ 20,000.00	\$ 125.00	\$ 12,500.00
60	SEWER MAIN REPAIR	EA	7	\$ 5,000.00	\$ 35,000.00	\$ 4,000.00	\$ 28,000.00
61	4" WATERMAIN INSULATION	SY	100	\$ 50.00	\$ 5,000.00	\$ 100.00	\$ 10,000.00
62	TYPE A-LEAD SERVICE REPLACEMENT	EA	3	\$ 15,000.00	\$ 45,000.00	\$ 7,000.00	\$ 21,000.00
63	TYPE B-LEAD SERVICE REPLACEMENT	EA	13	\$ 20,000.00	\$ 260,000.00	\$ 9,500.00	\$ 123,500.00
64	TYPE C-LEAD SERVICE REPLACEMENT	EA	6	\$ 30,000.00	\$ 180,000.00	\$ 14,000.00	\$ 84,000.00
65	REPLACE SEWER SERVICE	LF	60	\$ 100.00	\$ 6,000.00	\$ 178.00	\$ 10,680.00
66	STORM SEWER CROSSING	EA	8	\$ 5,000.00	\$ 40,000.00	\$ 4,400.00	\$ 35,200.00
67	GRUB TREE STUMP	EA	5	\$ 5,000.00	\$ 25,000.00	\$ 635.00	\$ 3,175.00
68	BORE 1" POLY WATER SERVICE	EA	18	\$ 2,500.00	\$ 45,000.00	\$ 2,500.00	\$ 45,000.00
				Total \$	4,626,355.00	Total Bid \$	4,284,098.00

Certification: I certify the above bid tabulation for the bids opened on Wednesday, March 13, 2024 @10:00am MT at Dickinson City Hall, 38 1st Street West, Dickinson, ND


 Scott M. Schneider, PE

3.13.2024
 Date



ENGINEERING MEMORANDUM

March 14, 2024

RE: March 19th Commission Meeting

2025 WATERMAIN AND LEAD SERVICE LINE REPLACEMENT – TASK ORDER AWARD TO APEX ENGINEERING GROUP, INC.

For your consideration is a task order with Apex Engineering Group, Inc. to perform engineering services for the 2025 Watermain and Lead Service Line Replacement project for an hourly not to exceed amount as specified in the contract of **\$242,600.00**. This contract is in reference to the proposal received through a request for proposal where two proposals were received. Apex Engineering Group, Inc. was scored the highest and awarded the project. The City Attorney has reviewed this contract, and has no comments. The project was approved with the 2024 capital improvement project budget, and the engineering scope of work is to be paid for using Gross Production Tax (GPT).

Included in the scope of work are the following tasks: project management, preliminary design, public involvement including a special improvement district, field survey, final design, temporary construction easement acquisition, bidding assistance, and State Revolving Fund loan and North Dakota Department of Water Resources funding support.

The city engineering staff recommends approval.



2025 Watermain & Lead Service Line Replacement Project

ORANGE = 6-INCH CAST IRON MAIN TO BE REPLACED WITH 8-INCH PVC

PURPLE = 6-INCH CAST IRON MAIN TO BE ABANDONED IN PLACE



**SUGGESTED FORM OF
TASK ORDER**

Section 7. Item G.

This is Task Order
No. 2024-2, consisting of 3
pages.

Task Order No. 2024-2: 2025 Watermain and Lead Service Line Replacement Project

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: March 19, 2024
- b. Owner: City of Dickinson, ND
- c. Engineer: Apex Engineering Group, Inc.
- d. Specific Project (title): 2025 Watermain and Lead Service Line Replacement Project with Special Improvement District
- e. Specific Project (description): Project to replace existing cast-iron watermains and lead service lines. A 2025 project will include the following areas: 9th Avenue West from Villard Street to 2nd Street West; 10th Avenue West from Villard Street south one block; 1st Street West from 12th Avenue West to Hollywood Boulevard; 2nd Street West from 10th Avenue West to 12th Avenue West and 5th Street West from 7th Avenue West to 8th Avenue West. All service lines will be replaced from the main to the curb stop and lead service lines will also be replaced as part of the project from the curb stop to the meter.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - ✓ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - Study and Report Services (Exhibit A, Paragraph A1.01)
 - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
 - Final Design Phase (Exhibit A, Paragraph A1.03)
 - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)

- B. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
 - ✓ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: None

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Task/Activity*</u>	<u>Week Of</u>
Task Order Approval by City	March 19, 2024
Field Survey	May 15, 2024
Special Improvement District	June 15, 2024
SID Final Resolution	August 1, 2024
30% Design Completed	September 1, 2024
90% Design Completed	October 1, 2024
Final Design Completed	November 15, 2024

*NDDWR Preconstruction Cost Share may require schedule changes.

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Preliminary and Final Design Services (A1.02, A1.03)	\$226,600	Hourly Not To Exceed
2. Easement Acquisition	\$6,900	Hourly Not To Exceed
3. Bidding Phase (A1.04)	\$9,100	Hourly Not To Exceed
Total Compensation	\$242,600	
4. Additional Services (Part 2 of Exhibit A)	N/A	Hourly

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: Attachment 1 – Scope of Services

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 19, 2024.

OWNER:

By: _____

Print Name: Scott Decker

Title: President City of Dickinson

ENGINEER:

By: 

Print Name: Scott M. Schneider

Title: Vice President

Engineer License or Firm's Certificate No. (if required): COCP #975
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Joshua M. Skluzacek, PE

Title: Engineering & Community Development Director

Address: 38 1st St. W
Dickinson, ND 58601

E-Mail Address: joshua.skluzacek@dickinsongov.com

Phone: 701-456-7715

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Scott M. Schneider, PE

Title: Project Manager

Address: PO Box 4201
Dickinson, ND 58602

E-Mail Address: Scott.Schneider@ApexEngGroup.com

Phone: 701-264-3926

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.



Attachment 1 to Task Order No. 2024-2

2025 Watermain and Lead Service Line Replacement Project with Special Improvement District

City of Dickinson
March 13, 2024

Engineer's Services

Task Order No. 2024-2 is supplemented to include the following attachment. Engineer shall provide Services as set forth below.

This Scope of Services pertains to the following work items:

The City of Dickinson is updating the water distribution system piping along the following street segments in 2025:

- 9th Avenue West from Villard Street to 2nd Street West
- 10th Avenue West from Villard Street south about one block to the extents of the existing watermain
- 1st Street West from 12th Avenue West to Hollywood Boulevard
- 2nd Street West from 10th Avenue West to 12th Avenue West
- 5th Street West from 7th Avenue West to 8th Avenue West

The purpose of this Task Order is to provide preliminary and final design and bidding services for the 2025 Watermain Replacement project. The project will include replacement of all water service lines and replacement of lead service lines into the homes/buildings and a Special Improvement Districts (SID) for curb and gutter, driveways, and sidewalk replacements.

SCOPE OF SERVICES

1.0 Project Management

Apex will be responsible for the overall coordination of work completed by the consultant team. Apex will be responsible for managing the project schedule and budget, work assignments, internal coordination meetings, and coordination with the City of Dickinson. Bi-weekly updates will be submitted and will include at a minimum: what was completed in the previous period, what is anticipated to be completed in the next period, issues or concerns for the City of Dickinson, estimated accrual for the previous period, and deliverables/milestones achieved during the previous period.

Meetings with representatives from the City of Dickinson will be held to discuss design and planning issues, scheduling, progress, and upcoming work. The Project Manager will ensure that the project proceeds in a timely and efficient manner, and that the City is provided proper communication of the project status.

2.0 Study and Report Services

- 2.1. Special Improvement District: The City desires to assess the required replacement of curb and gutter, driveways, and sidewalks within the project area per Resolution 39-2019. SID tasks include:
 - 2.1.1. Conduct field review of proposed improvements with City staff. A walk through with the City will be conducted to determine surface replacement limits (sidewalk/curb and gutter) and to identify surface/underground amenities that may cause issues.
 - 2.1.2. District Boundary and Engineers Report including determination of estimated assessment per lot and preparation of the property letters. The City will mail the SID letters.
 - 2.1.3. Attend Special Assessment District Public Hearing.
- 2.2. Facility Plan
 - 2.2.1. The City desires to develop a Facility Plan for the remaining cast-iron-pipe and asbestos cement pipe. A Facility Plan will be completed meeting the NDDEQ requirements.
- 2.3. Funding Assistance
 - 2.3.1. ND Department of Water Resources Cost Share application will be submitted and may include both a preconstruction and construction cost share applications.
 - 2.3.2. NDDEQ Drinking Water SRF Loan requirements will be utilized for the project and assistance with submittals will be provided.

3.0 Preliminary Design Services

- 3.1. Survey: Field survey of ND One-call of utilities and topographic data. Sewer video to be provided by the City to determine service locations. A legal survey establishing property lines will not be completed – City GIS linework will be used to estimate property lines. CADD editing of the ground survey will be completed to use for the contract plan documents.
- 3.2. Preliminary design of all water services from main to curb stop and replacement of lead service lines identified by the City from curb stop to meter within project limits.
- 3.3. City will provide updated GIS linework of water/sewer services.
- 3.4. The City has identified approximately 50-lead service lines to be replaced from the curb stop to the meter in the homes/buildings. Plans will include a document of meter location within each

property for bidding purposes. Temporary construction easements will be procured for lead service line replacements.

- 3.5. Opinion of Probable Cost will be prepared.
- 3.6. One Progress Meeting (30% design review)
- 3.7. City to provided geotechnical exploratory borings and any pavement replacement recommendations.
- 3.8. Deliverables: 30% plans

4.0 Final Design Services

- 4.1. Final design of watermain replacement for area identified in Preliminary Design Phase. Final tie-in locations and final details will be coordinated with City during 90% review.
- 4.2. Plans will include standard sheets including cover sheet, detail sheets, removal sheets and plan and profile sheets. Standard City Specifications will be used; updates to City specifications may be utilized.
- 4.3. Individual lead service lines information provided by City will be included in appendix to specifications.
- 4.4. Opinion of Probably Cost will be prepared.
- 4.5. SRF requirements will be included in the contract documents.
- 4.6. Two Progress Meetings (Progress meeting and 90% design review)
- 4.7. Deliverables: 90% and Final plans

5.0 Bidding Services

- 5.1. Advertise for Bids
- 5.2. Bid Phase Questions and Addenda
- 5.3. Bid Opening
- 5.4. Recommendation of Award



Engineering Memorandum

March 13, 2024

RE: March 19th Commission Meeting

10th AVE E. – MUSEUM DR. To 21st ST. E - CONTRACT AWARD TO SRF CONSULTING GROUP, INC.

For your consideration is a task order with SRF Consulting Group, Inc. to perform engineering services for the 10th Ave. E. – Museum Drive to 21st Street East project for a cost plus fixed fee not to exceed amount as specified in the contract of \$325,587.03. This contract is in reference to the proposal received through a request for proposal where five proposals were received. SRF Consulting Group, Inc. was scored the highest and awarded the project. The City Attorney has reviewed this contract, and has no comments. The project was approved with the 2024 capital improvement project budget, and it is to be paid for using Gross Production Tax (GPT).

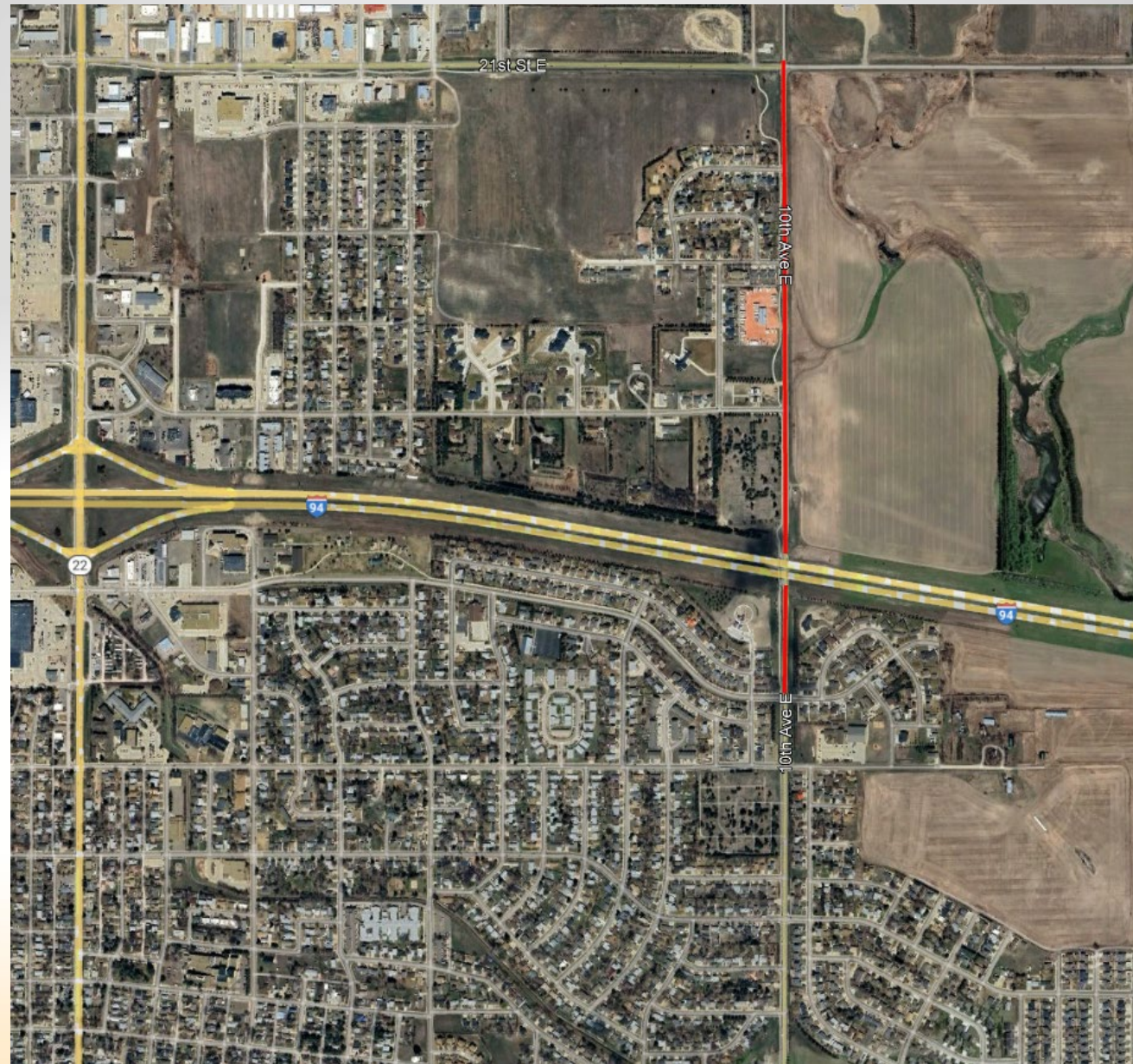
Included in the scope of work are the following tasks: project management, preliminary design, public involvement, environmental documentation, field survey, drainage design and roadway hydraulics, roadway lighting, final roadway design, right-of-way, and permitting. Following the final roadway design, the city engineering staff will recommend possible funding sources and appropriate timing for the project to move to construction.

The city engineering staff recommends approval.



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

Section 7. Item H.





**PROFESSIONAL SERVICES AGREEMENT
FOR
DICKINSON PROJECT 202415 / 10TH AVE. E – MUSEUM DR. TO 21ST ST. E**

This “Agreement,” made and entered into by and between City of Dickinson (“Client”) having an office at 38 1st Street W, Dickinson, ND 58601 and SRF Consulting Group, Inc. (“SRF”) having an office at 2370 Vermont Avenue, Bismarck, ND 58504 and corporate office at 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55406. The Client and SRF each a “Party” and collectively the “Parties.” The Client and SRF, in consideration of the mutual terms and conditions, set forth below, agree as follows:

Article 1: Scope of Services.

- (a) SRF shall perform, consistent with the Standard of Care stipulated herein and other terms and conditions of this Agreement, those Services set forth in **Attachment A** (the “Services”). Except as already noted in **Attachment A**, SRF shall not subcontract any portion of the work to be performed under this Agreement without the prior written approval of the Client’s authorized representative.
- (b) SRF will not perform Services that are not included in the scope of services in **Attachment A** of this Agreement. No terms and conditions or other documents shall be binding on SRF unless a copy of any such terms and conditions or documents has been made part of this Agreement.
- (c) SRF will perform its Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (“Standard of Care”). The full extent of SRF responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at SRF’s own expense, provided that SRF is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof. **SRF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.**
- (d) SRF shall be responsible for its performance and that of SRF’s lower-tier subcontractors or vendors. However, SRF shall not be responsible for health or safety programs or precautions related to Client’s activities or operations or those of Client’s other contractors and consultants or their respective subcontractors and vendors.
- (e) SRF will not proceed with performance of any Services in addition to that stipulated in **Attachment A** (“Additional Services”) prior to a written amendment signed by both Parties describing the Services to be performed, the schedule for performance, and the compensation to be paid.

Article 2: Contract Requirements.

- (a) The Client may inspect project records, documents and accounting procedures and practices of SRF, solely to verify SRF’s performance and all expenses submitted pursuant to the terms of this Agreement. All such items will be retained by SRF during the term of this Agreement and for a period of six (6) years after final payment has been made. Any items relating to a claim arising out of the performance of this Agreement will be retained by SRF and its subcontractor(s), if any, until the claim has been resolved.
- (b) The Client and SRF expressly agree that SRF is an independent contractor and not an employee, agent, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and SRF or any employee or agent of SRF. Both parties acknowledge that SRF is not an employee for state or federal tax purposes.

Article 3: Client Obligations.

In addition to other responsibilities of the Client as set forth in this Agreement, the Client shall: (1) provide full information as to the requirements for the Services; (2) assist SRF by placing at SRF’s disposal, information in possession of the Client which it believes is pertinent to the Services, and SRF may rely on the accuracy and completeness of this information; (3) give prompt written or verbal notice to SRF whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of SRF’s Services, observes or otherwise becomes aware of the presence at the Project site of any constituent of concern, or of any defect or nonconformance in SRF’s Services, the work, or in the performance of any contractor; and (4)

provide SRF in writing any and all policies and procedures of the Client applicable to SRF's performance of Services under this Agreement. SRF will comply with such policies and procedures pursuant to the Standard of Care set forth in Article 1(c) and to the extent compliance is not inconsistent with professional practice requirements (the "Client's Duties").

Article 4: Term of Agreement; Performance Schedule.

- (a) This Agreement shall be in effect from the latter of the two signature dates set forth below (the "Effective Date") and will expire on the date all services are completed and final payment has been issued, unless terminated pursuant to Article 8.
- (b) SRF shall perform its Services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project. Notwithstanding the foregoing, in no event will SRF be responsible for damages due to delays beyond SRF's reasonable control.

Article 5: Key Personnel.

With respect to this Agreement, SRF and the Client shall designate specific individuals to act as SRF's and the Client's representatives with respect to the Services to be performed or furnished by SRF and responsibilities of the Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions related to the Project on behalf of the respective Party whom the individual represents.

SRF:
Scott Harmstead
2370 Vermont Avenue
Bismarck, ND 58504
701.354.2405
sharmstead@srfconsulting.com

Client:
Joshua Skluzacek
38 1st Street W
Dickinson, ND 58601
507-934-7723
joshua.skluzacek@dickinsongov.com

Article 6: Invoices and Payment.

- (a) SRF will prepare invoices in a format acceptable to the Client and shall submit its invoices monthly for Services performed and costs incurred during the prior month.
 - A breakdown of labor by employee, classification, dates and hours worked times, and the actual labor cost for each employee.
 - Project related expenses, other than travel-related expenses, shall be itemized and provide a complete description of each item billed along with supporting receipts.
 - SRF shall require subcontractors to provide the same supporting documentation, invoices, and receipts as SRF is required to submit and retain.
- (b) The total obligation of the Client for all compensation and reimbursement to SRF under this Agreement will not exceed **\$325,587.03** (the "Contract Maximum"). Payments under this Agreement will be made based on a Cost-Plus Fixed Fee for Profit payment method, calculated according to the labor rates and direct costs set forth in **Attachment A** ("Fee Schedule"). Reimbursement of costs under this Agreement will be based on actual costs.

The fee rate of **11%** of Direct Salary and Overhead Costs will be used. SRF's amount is fixed throughout the term of the Agreement and will not exceed **\$28,709.48**, but significant changes to the Services may require adjustment of the fee amount and a contract amendment will need to be executed.

The overhead rate of **173.89%** of direct salary costs will be used on a provisional basis determined by State's Office of Audit.

- (c) Client will make progress payments, based on invoices from SRF. Client's payment shall be made within thirty-five (35) days of receiving SRF's invoices for Services performed. If the Client objects to any portion of an invoice, the Client shall notify SRF within five (5) business days of invoice date. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Client shall pay the undisputed portion.
- (d) SRF shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of SRF's receipt of payment by the Client for undisputed Services provided by the subcontractor.

Article 7: General Compliance.

- (a) SRF will materially comply with all federal, state and local laws or ordinances, applicable rules, regulations and standards insofar as they relate to SRF's performance of the provisions of this Agreement.
- (b) SRF shall procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with applicable federal and state laws. SRF shall not be responsible for procuring permits and licenses required for construction.
- (c) **Title VI/Non-discrimination Assurances.** During the performance of this Agreement, SRF agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, which can be found at: <https://www.dot.nd.gov/about-nddot/civil-rights/title-vinondiscrimination-and-ada>, and in particular Appendices A and E (hereinafter in Appendices A and E referred to as "Contractor"), attached as **Attachment B**. SRF will ensure the appendices and solicitation language within the assurances are inserted into subcontracts as required.
- (d) SRF shall maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the Client, appropriate federal agency or agencies, the Auditor of the State of North Dakota, or other duly authorized representative.

Article 8: Termination and Suspension.

- (a) Client may terminate this Agreement at any time, with or without cause. Upon termination, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed.
- (b) If the Client fails to make payments to SRF in accordance with this Agreement, and said payments are not otherwise disputed by the Client, then SRF may suspend its Services under this Agreement. If SRF elects to suspend Services, it shall give ten (10) days' written notice to the Client before doing so. SRF shall have no liability to the Client for delay or damage caused by such suspension of Services. Before resuming Services, SRF shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the SRF's Services.

Article 9: Ownership and Use of Documents.

- (a) All Deliverables created and prepared by SRF under this Agreement shall become the property of the Client upon proper payment for the Services. Client understands that the Deliverables are applicable only to this project and that they should not be reused or modified by anyone other than SRF. As a result, SRF shall bear no liability or responsibility for reuse of the Deliverables or for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.
- (b) SRF proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by SRF and used to develop the Work Product ("SRF Data"), shall remain the sole property of SRF. To the extent the Deliverables contain or require the use of SRF Data, SRF hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such SRF Data solely for the purposes for which the Deliverables were developed.

Article 10: Notices.

Any notice required under this Agreement shall be in writing and addressed to the primary point of contact (“POC”) as designated by both Parties at the address provided by both primary POC’s. All notices shall be delivered via certified mail and effective upon the certified mail return date of receipt.

Article 11: Legal Relations.

- (a) This Agreement, interpretation, and performance, and any disputes between the parties arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws in which the Project is located, without regard to conflict of laws principles. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.
- (b) The Parties may exercise legal remedies as may be available to them in connection with any unresolved issue, dispute, or controversy arising out of this Agreement which cannot be settled by the Parties.

Article 12: Liability and Indemnification.

- (a) To the fullest extent permitted by law, SRF hereby agrees to indemnify and hold harmless the Client, from liability, loss or damage including reasonable attorneys’ fees incurred (“Claims”) to the extent caused the negligent or wrongful acts, errors, or omissions of SRF or anyone acting under its control in its provision of Services under this Agreement.
- (b) Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Client is entitled.
- (c) Each Party may exercise any legal remedy as may be available to it in connection with any unresolved issue, dispute, or controversy arising out of this Agreement which cannot be settled by the Parties.
- (d) Neither Party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, natural disasters or other adverse weather conditions not reasonable foreseeable, riots, acts of war or terrorism, acts of God, or acts, omissions or delays in acting by any governmental authority, delays in transportation or supply, unavoidable casualties, diseases, pandemics/epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, strikes, or other labor disturbances or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event"). Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay.
- (e) The Parties agree to waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the Services provided by SRF, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.
- (f) The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

Article 13: Contractual Relationship.

No contractual relationship will be recognized under the Agreement other than the contractual relationship between SRF and Client.

Article 14: Insurance.

(a) SRF shall procure and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the types of insurance and policy limits as follows:

- Worker's Compensation: Statutory
- Employer's Liability: \$1,000,000 Each Accident
\$1,000,000 Disease (Policy Limit)
\$1,000,000 Disease (EA Employee)
- Commercial General Liability: \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
Including Premises and Operations Bodily Injury and Property Damage, Independent Contractors, Products and Completed Operations Liability, Personal and Advertising Injury and Contractual Liability.
- Business Automobile Liability: \$2,000,000 Combined single limit each occurrence coverage or the equivalent covering owned, non-owned and hired automobiles.
- Professional Liability: Covering damages caused by SRF's negligent act, error, or omission arising out the performance of professional services under this Agreement to which this Policy applies.
\$2,000,000 Each Claim
\$2,000,000 Annual Aggregate
- Umbrella/Excess Liability Umbrella or Excess Liability insurance policy may be used to supplement SRF's policy limits to satisfy the full policy limits required under this Agreement.

- (b) Policies shall name the Client as an Additional Insured limited to General Liability and Automobile Liability.
- (c) SRF shall require all subcontractors, and any other subcontractors to which the Parties agree in writing are subcontractors of SRF, to carry and maintain insurance against the risks set forth above, in the amounts and under terms as determined to be appropriate by SRF to fulfill its obligations of this Agreement. SRF shall not allow its subcontractors to commence work until the insurance required has been obtained and the corresponding certificate(s) of insurance have been approved by SRF with copies of each corresponding certificate provided to the Client upon request.

Article 15: Prohibition Against Assignment.

This is a bilateral Professional Services Agreement. Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable.

Article 16: Other.

- (a) The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- (b) This Agreement, including any Attachments or Exhibits hereto, constitutes the entire and exclusive agreement of the Parties and supersedes any prior agreements whether oral or written, concerning the subject matter hereof.
- (c) The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and the remainder shall be construed as if the invalidated portion shall have never been part of this Agreement.
- (d) Nothing in this Agreement confers or purports to confer on any third party any benefits or any right to enforce any terms of this Agreement.



Article 17: Services and Contract Documents.

The following documents are attached and incorporated herein by this reference and form the Agreement (“Contract Documents”).

- Attachment A:** SRF Scope of Services and Fee Schedule
- Attachment B:** Appendices A and E of the Title VI Assurances

Article 18: Interpretation.

This Agreement has been drafted through a cooperative effort of SRF and Client and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

Article 19: Signatures.

Either individual signing this Agreement represents and warrants that each has the power and authority to enter into this Agreement and bind the Party for whom each signs. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute a single Agreement.

Article 20: Electronic Signatures.

Each Party agrees that the electronic signature of the Party included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their behalf.

SRF Consulting Group, Inc.

City of Dickinson

Signed:

Signed:

Title:

Title:

Date:

Date:

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson
Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>
1.0	Project Management
2.0	Preliminary Design
3.0	Public Involvement
4.0	Environmental Document
5.0	Survey
6.0	Drainage Design & Roadway Hydraulics
7.0	Roadway Lighting
8.0	Final Roadway Design
9.0	Right of Way
10.0	Permitting

Project Overview:
 Full depth Reclamation of 10th Ave E from Museum Drive to 21st St E. Project will include urbanizing the road segment with a 46' pavement width and curb and gutter. Section will be optimized for a shared center turn lane or on street parking where applicable. Utility improvements will include watermain rplacement, storm sewer upgrades and installation, and new LED lighting fixtures.
 Services provided include ongoing project management throughout the project duration, preliminary design, public involvement, environmental (NEPA) documentation, survey, drainage design and roadway hydraulics, roadway lighting, final roadway desin, right of way and permitting.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	Project Management											
	<u>Assumptions:</u>											
	Monthly project meetings via Microsoft TEAMS											
	Project duration from March to December 2024											
	In person field review at project site											
1.1	Project set up and monthly invoicing	-	-	-	4	-	-	-	-	6	10	\$1,491.84
1.2	General day-to-day project management and administration (Mid-March 2024 to December 2024)	-	-	-	24	-	-	-	-	-	24	\$3,799.63
1.3	Work-planning schedule and coordination of tasks (9 months)	-	-	-	24	-	-	-	-	-	24	\$3,799.63
1.4	Establish ongoing project coordination with City of Dickinson. Coordinate project activities as necessary.	-	-	-	24	-	-	-	-	-	24	\$3,799.63
	City of Dickinson											
	Other governmental Agencies											
	Private and Public Utilities											
	Permitting Agencies											
1.5	Monthly project meetings via Teams. Assumes 3 SRF attendees	8	-	8	12	-	-	-	-	-	28	\$5,163.61
1.6	Prepare bi-weekly progress reports (9 months - 18 reports).	-	-	-	16	-	-	-	-	-	16	\$2,533.09
1.7	Field Review Kickoff Meeting (Ryan Schuehle and James Butler)	-	-	-	10	-	10	-	-	-	20	\$2,861.90
	<u>SRF Deliverables:</u>											
	Bi Weekly progress reports, meeting minutes											
	SUBTOTAL - TASK 1	8	0	8	114	0	10	0	0	6	146	\$23,449.35
2.0	Preliminary Design											
	<u>Assumptions:</u>											
	Project to be developed in accordance with NDDOT standards using Open Roads Designer 2022 R2											
	1 alternative will be evaluated (Coordidor urbanization on existing CL)											
	Best fit profile to be developed and used											
	Graphics to be made for use in environmental document and public engagement											
	Assumes utility forms are not required											
	Plan and Profile sheets to be used for utility coordination											
	<u>Client Deliverables:</u>											
	Existing coordidor information and files, geotechnical analysis necessary facilitate FDR design, geotechnical pavement design											
2.1	Data Collection - Collect and review available data from City of Dickinson including survey and mapping files, traffic data, utility data, as-built plans, and any other pertinent information for applicability to the current concept.	-	-	-	4	-	8	-	-	-	12	\$1,656.25
2.2	Develop preliminary road design, including: - Alignments and profiles - Typical sections (road, utilities, ROW) - Cost estimate	2	-	-	40	-	80	-	-	-	122	\$17,019.20
2.3	Assemble 60% design graphics for environmental document use	-	-	-	4	-	8	-	-	-	12	\$1,656.25
2.4	Support environmental document assembly	-	-	-	8	-	-	-	-	-	8	\$1,266.54
2.5	Address 60% comments from Client	-	-	-	4	-	8	-	-	-	12	\$1,656.25
2.6	Preliminary utility coordination - Notify owners and coordinate impacts	-	-	-	4	-	16	-	-	-	20	\$2,679.23
	<u>SRF Deliverables:</u>											
	Graphics and project impacts necessary to support NEPA documentation											
	SUBTOTAL - TASK 2	2	0	0	64	0	120	0	0	0	186	\$25,933.72

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
3.0	Public Involvement											
	<u>Assumptions:</u> In person public meeting											
3.1	SOV letters, emails and mailing list will be prepared and provided to NDDOT for review. SOV letters and emails will be sent to the appropriate parties. Responses to SOV notifications will be compiled and reviewed.	-	-	4	2	-	24	-	-	-	30	\$4,104.09
3.2	Public input meeting materials, preparation	-	-	2	8	-	24	-	-	-	34	\$4,694.74
3.3	Public involvement report	-	-	-	2	-	12	-	-	-	14	\$1,851.10
	<u>SRF Deliverables:</u> Public involvement report SOV letters (letters and responses)											
	SUBTOTAL - TASK 3	0	0	6	12	0	60	0	0	0	78	\$10,649.94
4.0	Environmental Document											
	<u>Assumptions:</u> Assumes preparation of Documented Categorical Exclusion (DCE)											
4.1	Coordination with Metcalf and incorporation of cultural resources report into decision document	-	-	2	2	-	-	-	-	-	4	\$675.90
4.2	Coordination with Meadowlark Environmental and incorporation of wetland report into decision document	-	-	2	2	-	-	-	-	-	4	\$675.90
4.3	Prepare Draft Documented CATEX Package.	-	-	14	4	-	30	-	-	-	48	\$6,984.26
4.4	Prepare Final Documented CATEX Package.	-	-	4	2	-	14	-	-	-	20	\$2,825.37
4.5	Prepare and submit CEDA form	-	-	-	2	-	-	-	-	-	2	\$316.64
4.6	Section 7 Determination	-	-	2	-	-	24	-	-	-	26	\$3,428.20
4.7	EJ Analysis	-	-	2	-	-	24	-	-	-	26	\$3,428.20
4.8	QA/QC of PCE	4	-	8	-	-	-	-	-	-	12	\$2,350.41
	<u>SRF Deliverables:</u> Draft and final documented categorical exclusion document											
	SUBTOTAL - TASK 4	4	0	34	12	0	92	0	0	0	142	\$20,684.87

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
5.0	Survey <u>Assumptions:</u> Establish primary control points at the beginning and end of the project area. All primary control will be established with horizontal and vertical accuracy matching what is required in Chapter 19 of the Survey Manual. The collection session information for the primary control will be sent to the National Geodetic Survey Online Positioning User Service (OPUS) to establish the latitude, longitude (NAD 83), vertical height using GEOID 2012, and true state plane coordinates for each control point. In addition to the primary control, secondary control will be established in areas of the site where detailed topographic surveying will be required. Assumes no review from NDDOT survey division <u>Client Deliverables:</u> GIS City owned utilites Existing plats											
5.1	Ground Topo Survey. Includes using 30'x30' grid for ground topo. Utility survey of existing utilities identified on maps and OneCall. Culvert pipe sizes, inverts, and surrounding topo of any above ground features.	-	-	-	-	-	-	-	80	-	80	\$13,396.15
5.2	Primary and Secondary Control	-	-	-	-	-	-	-	16	-	16	\$2,679.23
5.3	Survey platted property corners, alignment points and ROW Monuments, Survey PLSS	-	-	-	-	-	-	-	36	-	36	\$6,028.27
5.4	Sign Survey, sign inventory book	-	-	-	-	-	-	-	8	-	8	\$1,339.61
5.5	Control.dgn file, RW_Bndry File, Topog.dgn, 81CD	-	-	-	14	-	24	-	4	-	42	\$5,955.20
5.6	DTM and Surface model	-	-	-	4	-	8	-	-	-	12	\$1,656.25
5.7	Compile and prepare survey	-	-	-	8	-	8	-	-	-	16	\$2,289.52
5.8	Landowner Notifications	-	-	-	-	16	-	-	-	-	16	\$1,558.82
	<u>SRF Deliverables:</u> Survey transmittal including applicable 90-1 forms Landowner Notification											
	SUBTOTAL - TASK 5	0	0	0	26	16	40	0	144	0	226	\$34,903.05

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
6.0	Drainage Design & Roadway Hydraulics											
	<u>Assumptions:</u>											
	No stormwater best management practices (BMPs) will be required.											
	No stormwater quality modeling will be necessary.											
	Hydraulic report is required.											
	No permitting is required.											
	All tasks include time for QA/QC.											
	Following NDDOT standards, may be subject to NDDOT review											
	HydroCAD will be used for all hydrologic and hydraulic computations for both existing and proposed conditions.											
	Replace existing aprons that do not meet clearzone safety requirements											
	Extend centerline culverts impacted by road widening											
	CB spacing and spread analysis will be done for scoped project area											
	All existing storm sewer under the stretch of roadway shown in the RFP will be sized to current standards and replaced											
	All CADD files will be in ORD format											
	No box culverts will be included											
6.1	Catch basin spacing and spread analysis.	-	-	-	16	-	40	-	-	-	56	\$7,647.98
6.2	Hydraulic modeling.	-	-	-	16	-	40	-	-	-	56	\$7,647.98
6.3	Cost Estimate	-	-	-	4	-	4	-	-	-	8	\$1,144.76
6.4	Culvert Design	-	-	-	16	-	40	-	-	-	56	\$7,647.98
6.5	Drainage Report	-	-	-	12	-	12	-	-	-	-	\$3,434.29
6.6	Assemble 60% hydraulic plans	-	-	-	8	-	24	-	-	-	32	\$4,335.48
6.7	Assemble 90% hydraulic plans and revise per comments	-	-	-	8	-	16	-	-	-	24	\$3,312.50
6.8	Assemble 100% hydraulic plans and revise per comments	-	8	-	8	-	16	-	-	-	32	\$4,846.97
	SUBTOTAL - TASK 6	0	8	0	88	0	192	0	0	0	264	\$40,017.95
7.0	Roadway Lighting											
	<u>Assumptions:</u>											
	Coordinate removal of existing utility lighting											
	New LED lighting meeting City of Dickinson standards											
	Extend existing circuit at 12th St north to the I-94 bridge w/ new lighting											
	New lighting feedpoint cabinet north of I-94											
	Anticipate matching existing light poles, spacing, etc with LED luminaires along 10th Ave. No lighting analysis required.											
7.1	Removals, coordinated with Civil removal plans	-	-	4	-	-	-	-	12	-	16	\$2,727.94
7.2	Preliminary 60% lighting plan, estimate & submittal	-	-	12	-	-	-	-	54	-	66	\$11,197.96
7.3	Review/respond to client comments	-	-	6	-	-	-	-	12	-	18	\$3,087.20
7.4	90% lighting plans, estimate, special provisions & submittal	-	-	10	-	-	-	-	32	-	42	\$7,154.76
7.5	Review/respond to client comments	-	-	6	-	-	-	-	12	-	18	\$3,087.20
7.6	PS&E lighting plans, estimate, special provisions & submittal	-	-	8	-	-	-	-	24	-	32	\$5,455.89
7.7	Final PS&E comment review	-	-	6	-	-	-	-	12	-	18	\$3,087.20
7.8	Final lighting plans	-	-	6	-	-	-	-	12	-	18	\$3,087.20
	<u>SRF Deliverables:</u>											
	60%, 90% and final lighting plans											
	SUBTOTAL - TASK 7	0	0	58	0	0	0	0	170	0	228	\$38,885.36

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
8.0	Final Roadway Design											
	<u>Assumptions:</u>											
	Assumes final design Open Roads Designer 2022 R2 Model and Earthwork will consist of minimal updates (preliminary model for environmental should be refined). Changes to the profile, typical sections, road widths, and ditch grading will affect corridor modeling and earthwork and are NOT accounted for in this scope.											
	Final Design Plan Preparation Sections: Title, Scope of Work, Notes, Estimate, Basis of Estimate, Earthwork Tabulations, Details, Typical Sections, Removals, Plan and Profile, Wetland impacts, Temporary Erosion Control, Permanent Erosion Control, Survey Data, Alignment Data, Traffic Control, Signing, Striping, and Cross Sections. Final sections required may vary.											
	Best fit profile to be used from preliminary design NDDOT I-94 structure and guardrail excluded from final plan											
8.1	Final design (Geometrics, Typical Sections, Mainline and Side Street Tie ins, Modeling)	-	10	-	40	-	100	-	-	-	150	\$21,038.04
8.2	Final Design Plan Preparation Sections: Title, Scope of Work, Notes, Estimate, Basis of Estimate, Earthwork Tabulations, Details, Typical Sections, Removals, Plan and Profile, Wetland impacts, Temporary Erosion Control, Permanent Erosion Control, Survey Data, Alignment Data, Traffic Control, Signing, Striping, and Cross Sections. Standard Drawings and Special provisions to be included as well.	-	-	-	40	-	180	-	-	-	220	\$29,349.74
8.3	Assemble 90% construction plans and revise per comments	-	-	-	8	-	40	-	-	-	48	\$6,381.44
8.4	Assemble 100% final construction plans	-	-	-	8	-	16	-	-	-	24	\$3,312.50
8.5	Assemble Supplemental Design Data	-	-	-	8	-	24	-	-	-	32	\$4,335.48
8.6	Assemble certifications (ROW, Utility, Design)	-	-	-	8	-	-	-	-	-	8	\$1,266.54
	<u>SRF Deliverables:</u>											
	Final Plans, Supplemental Design Data, Estimate, and Certifications											
	SUBTOTAL - TASK 8	0	10	0	112	0	360	0	0	0	482	\$65,683.75

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
9.0	Right of Way <u>Assumptions:</u> All acquisition activities will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended; as well as all State and Federal guidelines. Assumes acquisition for 3 fee and temporary acquisition parcels. Assumes SRF provides title commitments for 3 Parcels Assume 3 trips Assume no Review Appraisals Assumes 3 appraisals Assumes 2 tenant and 3 lender subordinations. These should not be necessary for TCE parcels SRF to develop Right of Way Parcel Sketches or Plats to be used with discussions with property owners and any final plat recording documents.											
9.1	General Day to day project management, administration and general coordination of activities between all affected parties.	12	-			5	-	-	-	-	17	\$3,227.25
9.2	Prepare and Close Purchase Packages and related documentation	3	-			30	-	-	-	-	33	\$3,607.83
9.3	Acting on behalf of the City, present offers and negotiate with property owners as required for acquisition of 3 easement parcels. Includes submission of Negotiator's Reports within 5 days of each property execution.	10	-	-	-	100	-	-	-	-	110	\$12,026.09
9.4	Appraisal and R/W Kick off meetings (by phone)	3	-	-	-	3	-	-	-	-	6	\$977.31
9.5	Right of Way Parcel Sketches or Plats		-	-	-	-	36	-	-	8	44	\$5,748.17
	<u>SRF Deliverables:</u> Completed right of way files											
	SUBTOTAL - TASK 9	28	0	0	0	138	36	0	0	8	210	\$25,586.64
10.0	Permitting <u>Assumptions:</u> One (1) USACE 404 Permit Application											
10.1	Preparing USACE 404 Permit	-	-	4	4	-	16	-	-	-	24	\$3,397.75
10.2	Floodplain Permit	-	-	2	2	-	2	-	-	-	6	\$931.64
	<u>SRF Deliverables:</u> 404 permit application and floodplain permit											
	SUBTOTAL - TASK 10	0	0	6	6	0	18	0	0	0	30	\$4,329.39

SRF Consulting Group, Inc.

Client: City of Dickinson
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E

Work Tasks and Person-Hour Estimates



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE	
	TOTAL ESTIMATED PERSON-HOURS	42	18	112	434	154	928	0	314	14	1,992		
	AVERAGE HOURLY PAYROLL RATE	\$75.00	\$63.00	\$59.00	\$52.00	\$32.00	\$42.00	\$37.00	\$55.00	\$47.00			
	ESTIMATED LABOR	\$3,150.00	\$1,134.00	\$6,608.00	\$22,568.00	\$4,928.00	\$38,976.00	\$0.00	\$17,270.00	\$658.00		\$95,292.00	
	ESTIMATED OVERHEAD COST										173.89%	\$165,703.26	
	FACILITIES CAPITAL COST OF MONEY										0.44%	\$419.28	
	ESTIMATED LABOR, OVERHEAD, AND FCCM											\$261,414.54	
	FIXED FEE										11.00%	\$28,709.48	
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											\$20,115.00	
												SUBTOTAL: (SRF Labor and Expenses)	\$310,239.02
												SUBCONSULTANTS:	\$15,348.01
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)											\$325,587.03	

SRF Consulting Group, Inc.

Client: City of Dickinson
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E

Work Tasks and Person-Hour Estimates



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:												
	MILEAGE:			2700	Miles @	\$0.655						\$1,768.50
	PER DIEM (\$45/DAY MAX.)			15	Per Diem	\$45.00						\$675.00
	LODGING:			13	Nights @	\$200.00						\$2,600.00
	REPRODUCTION:			200	Copies @	\$0.10						\$20.00
	Color Copies			50	Copies @	\$0.35						\$17.50
	Bond Prints			0	Prints @	\$6.00						\$0.00
	Mylar Prints			0	Prints @	\$12.00						\$0.00
	COURTHOUSE COPIES:			0	Copies @	\$1.00						\$0.00
	PRINTING:											\$0.00
	SUPPLIES:			2	Letters @	\$15.00 ea						\$30.00
	COMMUNICATIONS:			2	Letters @	\$2.00						\$4.00
	Cell Phone Charges			0	Minutes @	\$0.30						\$0.00
	Appraisals (vendor TBD)			3	Reports	\$4,000.00						\$12,000.00
	Title			3	Titles @	\$1,000.00						\$3,000.00
											SRF EXPENSES:	\$20,115.00
SUBCONSULTANTS:												
	Meadowlark Environmental											\$9,561.30
	Metcalf Archeology											\$5,786.71
											SUBCONSULTANTS:	\$15,348.01

		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	Project Management	\$ 1,826.75	\$ -	\$ 1,437.04	\$ 18,048.26	\$ -	\$ 1,278.72	\$ -	\$ -	\$ 858.57	\$23,449.35
2	Preliminary Design	\$ 456.69	\$ -	\$ -	\$ 10,132.36	\$ -	\$ 15,344.68	\$ -	\$ -	\$ -	\$25,933.72
3	Public Involvement	\$ -	\$ -	\$ 1,077.78	\$ 1,899.82	\$ -	\$ 7,672.34	\$ -	\$ -	\$ -	\$10,649.94
4	Environmental Document	\$ 913.37	\$ -	\$ 6,107.43	\$ 1,899.82	\$ -	\$ 11,764.25	\$ -	\$ -	\$ -	\$20,684.87
5	Survey	\$ -	\$ -	\$ -	\$ 4,116.27	\$ 1,558.82	\$ 5,114.89	\$ -	\$ 24,113.07	\$ -	\$34,903.05
6	Drainage Design & Roadway Hydraulics	\$ -	\$ 1,534.47	\$ -	\$ 13,931.99	\$ -	\$ 24,551.49	\$ -	\$ -	\$ -	\$40,017.95
7	Roadway Lighting	\$ -	\$ -	\$ 10,418.55	\$ -	\$ -	\$ -	\$ -	\$ 28,466.81	\$ -	\$38,885.36
8	Final Roadway Design	\$ -	\$ 1,918.08	\$ -	\$ 17,731.63	\$ -	\$ 46,034.03	\$ -	\$ -	\$ -	\$65,683.75
9	Right of Way	\$ 6,393.62	\$ -	\$ -	\$ -	\$ 13,444.86	\$ 4,603.40	\$ -	\$ -	\$ 1,144.76	\$25,586.64
10	Permitting	\$ -	\$ -	\$ 1,077.78	\$ 949.91	\$ -	\$ 2,301.70	\$ -	\$ -	\$ -	\$4,329.39
TOTALS		\$9,590.42	\$3,452.55	\$20,118.58	\$68,710.06	\$15,003.69	\$118,665.51	\$0.00	\$52,579.88	\$2,003.33	\$290,124.02

		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	Project Management	8	-	8	114	-	10	-	-	6	146
2	Preliminary Design	2	-	-	64	-	120	-	-	-	186
3	Public Involvement	-	-	6	12	-	60	-	-	-	78
4	Environmental Document	4	-	34	12	-	92	-	-	-	142
5	Survey	-	-	-	26	16	40	-	144	-	226
6	Drainage Design & Roadway Hydraulics	-	8	-	88	-	192	-	-	-	288
7	Roadway Lighting	-	-	58	-	-	-	-	170	-	228
8	Final Roadway Design	-	10	-	112	-	360	-	-	-	482
9	Right of Way	28	-	-	-	138	36	-	-	8	210
10	Permitting	-	-	6	6	-	18	-	-	-	30
TOTALS		42	18	112	434	154	928	0	314	14	2,016

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ **12131-12189**) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures no n-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



ENGINEERING MEMORANDUM

March 14, 2024

RE: March 19th Commission Meeting

10th AVE E. – VILLARD to MUSEUM DR. - CONTRACT AWARD TO MOORE ENGINEERING, INC.

For your consideration is a task order with Moore Engineering, Inc. to perform engineering services for the 10th Ave. E. – Villard to Museum Drive project for a lump sum fee as specified in the contract of **\$142,800.00**. This contract is in reference to the proposal received through a request for proposal where seven proposals were received. Moore Engineering, Inc. was scored the highest and awarded the project. The City Attorney has reviewed this contract, and has no additional comments. The project was approved with the 2024 capital improvement project budget, and it is to be paid for using Gross Production Tax (GPT).

Included in the scope of work are the following tasks: project management, preliminary design, public involvement, environmental documentation, field survey, 25 accessibility ramps anticipated, evaluation of a potential rapid rectangular flashing beacon at the Museum Drive intersection, and final roadway design. Following the final roadway design, the city engineering staff will recommend possible funding sources and appropriate timing for the project to move to construction.

The city engineering staff recommends approval.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 19, 2024 (“Effective Date”) between City of Dickinson (“Owner”) and Moore Engineering, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: 10th Ave. East Mill & Overlay (Villard St. to Museum Dr.) (“Project”).

Engineer’s services under this Agreement are generally identified as follows: preliminary engineering and final design for mill and overlay pavement maintenance as well as accessibility ramp upgrades, more specifically described in Appendix A (“Engineer’s Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: April 2024 - September 2024.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of \$142,800.00
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: None Anticipated
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and
 3. ~~Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and~~
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of coverage afforded under Engineer's insurance policies as related to the Project. If no such insurance coverage is provided with respect to Owner's specific Claims, then Engineer's liability to Owner shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Attachments:

- A. Appendix 1, Engineer's Standard Hourly Rates
- B. Exhibit A, Engineer's Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Dickinson, ND**

Engineer: **Moore Engineering, Inc.**

By: _____

By:  _____

Print name: Scott Decker

Print name: Jim Jackson

Title: Mayor

Title: Sector Leader

Date Signed: _____

Date Signed: 3-15-2024

Engineer License or Firm's Certificate No. (if required): 011C
State of: North Dakota

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

38 1st Street West
Dickinson, ND 58601

4503 Coleman Street, Suite 105
Bismarck, ND 58503

This is **Appendix 1, Engineer’s Standard Hourly Rates**, referred to in and part of the Short Form Agreement between Owner and Engineer for Professional Services dated March 19, 2024.

Engineer’s Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

**MOORE ENGINEERING, INC.
2024 BILLING SCHEDULE
Effective January 1, 2024**

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2024. After December 31, 2024, Hourly Billing Rates will be escalated annually and direct expenses may be adjusted to meet market conditions.

	<u>Description</u>	<u>Billing Rate Per Hour</u>
1	Principal - SR Project Manager	\$215.00
2	Project Manager - SR PE - SR Technical Advisor	\$205 - \$210
3	Professional Engineer I, II	\$185 - \$195
4	Graduate - Project Engineer	\$155 - \$170
5	Engineering Designer I,II, SR	\$145 - \$170
6	Engineering Technician I, II, III	\$110 - \$135
7	Environmental Scientist I, II, SR	\$125 - \$200
8	Environmental Technician Intern, I, II	\$70 - \$110
9	Landscape Architect I, II, SR	\$145 - \$170
10	Project Administrator I, II, III, SR	\$125 - \$145
11	Office Administrator I, II, III, SR	\$105 - \$155
12	CADD Technician I, II, III	\$130 - \$140
13	Senior GIS Coordinator - GIS Manager	\$185 - \$190
14	GIS Analyst - GIS Developer	\$155 - \$170
15	GIS Programmer I,II,III	\$140 - \$160
16	GIS Technician I, II, III	\$130- \$140
17	GIS Specialist I, II, III	\$135 - \$155
18	Land Surveyor - Senior Land Surveyor	\$175 - \$205
19	Survey Manager	\$160
20	Survey Crew Chief I, II - Survey Data Analyst	\$140 - \$155
21	Project Coordinator - CADD Standards Coordinator	\$170 - \$190
22	Funding Specialist	\$155.00
23	Survey Technician I,II, III	\$95 - \$110
24	Construction Engineer/Specialist, I, II, SR	\$155 - \$175
25	Administrative Assistant I, II, III	\$85 - \$95

Miscellaneous	Project Expenses	At Cost
	Sub Consultants	At Cost

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the Short Form Agreement between Owner and Engineer for Professional Services dated March 19, 2024

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Summary: Engineer's services outlined below represent the scoping meeting held with Owner on February 22, 2024. In addition, Engineer's services include project management activities such as bi-weekly status reports, budget review, invoicing, attendance a one City Commission meeting, internal quality control reviews prior to milestone submittals and coordination with Engineer's team and Owner during the Project.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase—Not Included

A1.02 Preliminary Design Phase

A. Upon authorization from Owner, Engineer shall:

1. Facilitate a kickoff meeting and field review with Owner's personnel. On the same day, conduct a preliminary field assessment to identify the location of necessary field surveys, prior to survey crew mobilization.
2. Advise Owner if additional reports, data, information, or services are necessary.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Surveys are limited to the following:
 - a. The project will begin at the concrete/asphalt pavement transition north of Villard Street and end at the north curb return of the Museum Drive intersection.
 - b. Limited street design survey necessary to evaluate existing cross slope (centerline and edge of pavement) and areas for full-depth pavement repairs or ponding in existing gutters.
 - c. Design survey of 25 accessibility ramps anticipated for reconstruction.
 - d. Existing utility locations based on one-call requests coordinated with Owner's geotechnical engineer.
 - e. Conduct a visual inspection of manholes to document the condition and obtain information to determine if repairs are necessary. Manhole inspections will include photo documentation and a summary report that will be provided to Owner.

4. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Coordinate with Owner's geotechnical engineer to confirm the scope of work related to geotechnical data collection and analysis.
 - b. Mill & overlay will be accomplished by a uniform depth across the entire pavement width, rather than variable depths along the corridor.
 - c. Locations for full-depth pavement repairs will be identified during the kickoff meeting field review, documented during the initial topographic survey mobilization, and indicated on construction drawings.
 - d. Accessibility ramp repairs are anticipated at 25 of the 32 ramps within the project limits. Ramp design will be Level 3 as defined by NDDOT to include grades and spot elevations shown for each ramp. Ramps not anticipated to be affected by construction will not be designed.
 - e. Valley gutters will only be designed if repairs are deemed necessary during the kickoff meeting field review.
 - f. Two side street intersection pavement transitions will be evaluated to improve drainage and included in the construction drawings.
5. Evaluate the potential application of Rapid Rectangular Flashing Beacons (RRFB) at the Museum Drive intersection. The task is limited to coordinating with Owner and Dickinson Parks & Recreation to evaluate their respective specific needs in the area, documenting alignment with previous studies and planning documents, and then preparing a memorandum for Owner's use as a decisions document.
6. Facilitate signed sidewalk curb ramp agreements between Owner and landowners affected by accessibility ramp improvements. These agreements are anticipated for up to six (6) properties and Engineer's fee is based on an average of four (4) hours of negotiations per property. Obtaining other temporary construction easements and right-of-way acquisition is not included.
7. Prepare a Categorical Exclusion by Definition (CED) checklist to be submitted for review and approval by NDDOT. Engineer's services are based on Section 106 coordination (Class I, desktop) as well as summarizing the need for temporary construction easements. Field services and other state and federal permits are not anticipated for CED approval.
8. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications (plan notes), and written descriptions of the Project. Specifications will be included as plan notes and incorporating NDDOT standards by reference. Drawings are anticipated to include plan-view street drawings, accessibility ramp grading details, miscellaneous details, plan notes and general sheets.
9. Prepare an opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
10. Obtain and review Owner's instructions regarding Owner's procurement of construction services according NDDOT bidding and construction requirements.

11. Furnish electronic (PDF) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items and decisions required in order for Engineer to commence with Final Design Phase services.
12. Facilitate a review meeting with Owner prior to commencement of Final Design Phase.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase deliverables, Engineer shall:
 1. Complete final design related to the tasks identified in A1.02.A.4 above.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Prepare final Drawings indicating the scope, extent, and character of the Work to be performed by Contractor. Drawings will include the same content as described above.
 4. Advise Owner of any adjustments to the opinion of probable Construction Cost.
 5. Perform or provide the following other Final Design Phase tasks or deliverables: (None)
 6. Furnish for review by Owner electronic (PDF) copies of the final Drawings and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 7. Facilitate a review meeting with Owner to review Final Design Phase comments.
 8. Revise the final Drawings and submit electronic (PDF) final copies of such documents to Owner within 10 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner final Drawings and any other final deliverables.

A1.04 *Bidding or Negotiating Phase—Not Included*

A1.05 *Construction Phase—Not Included*

A1.06 *Post-Construction Phase—Not Included*

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

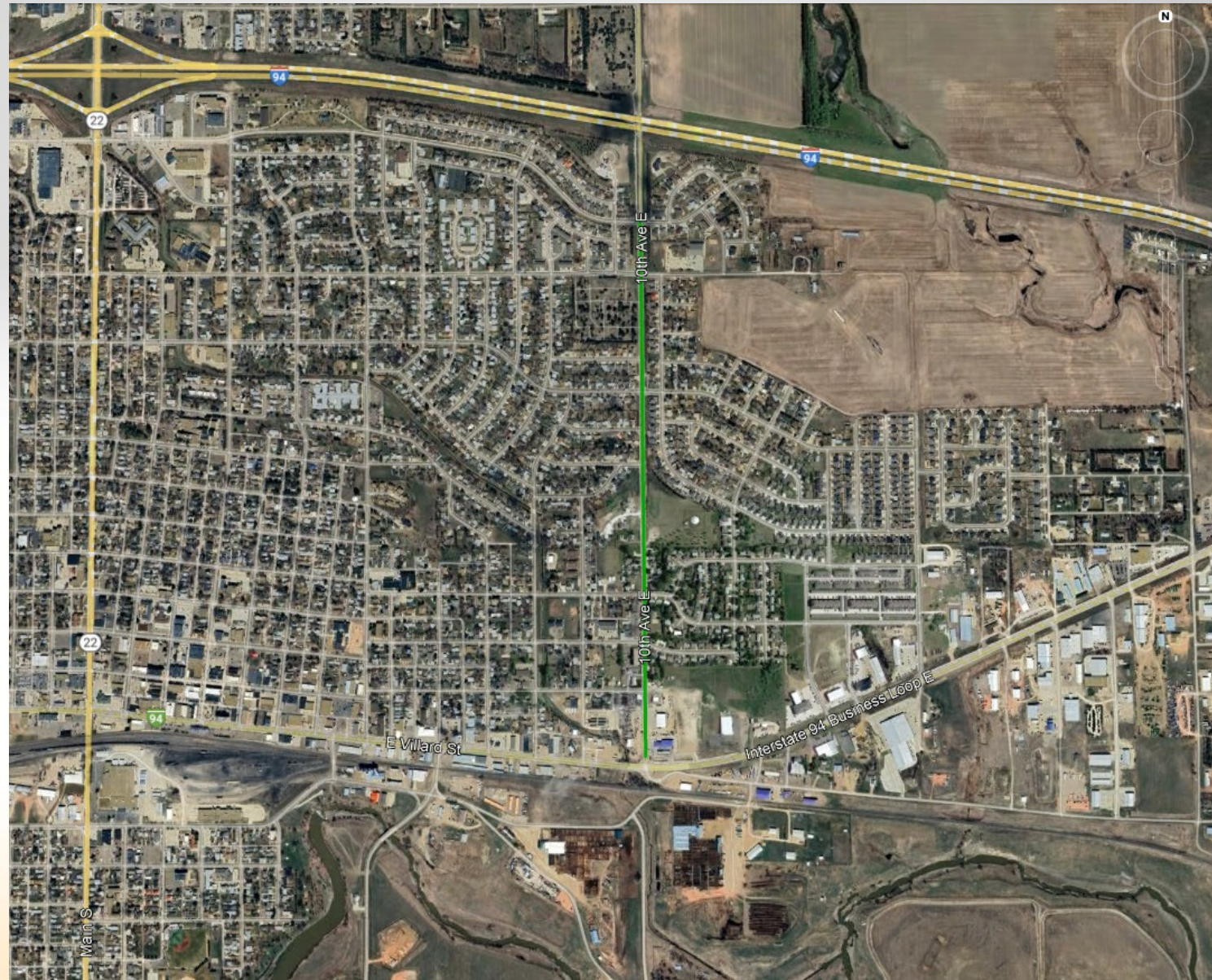
- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Article 2.03 of the Agreement.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact

statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

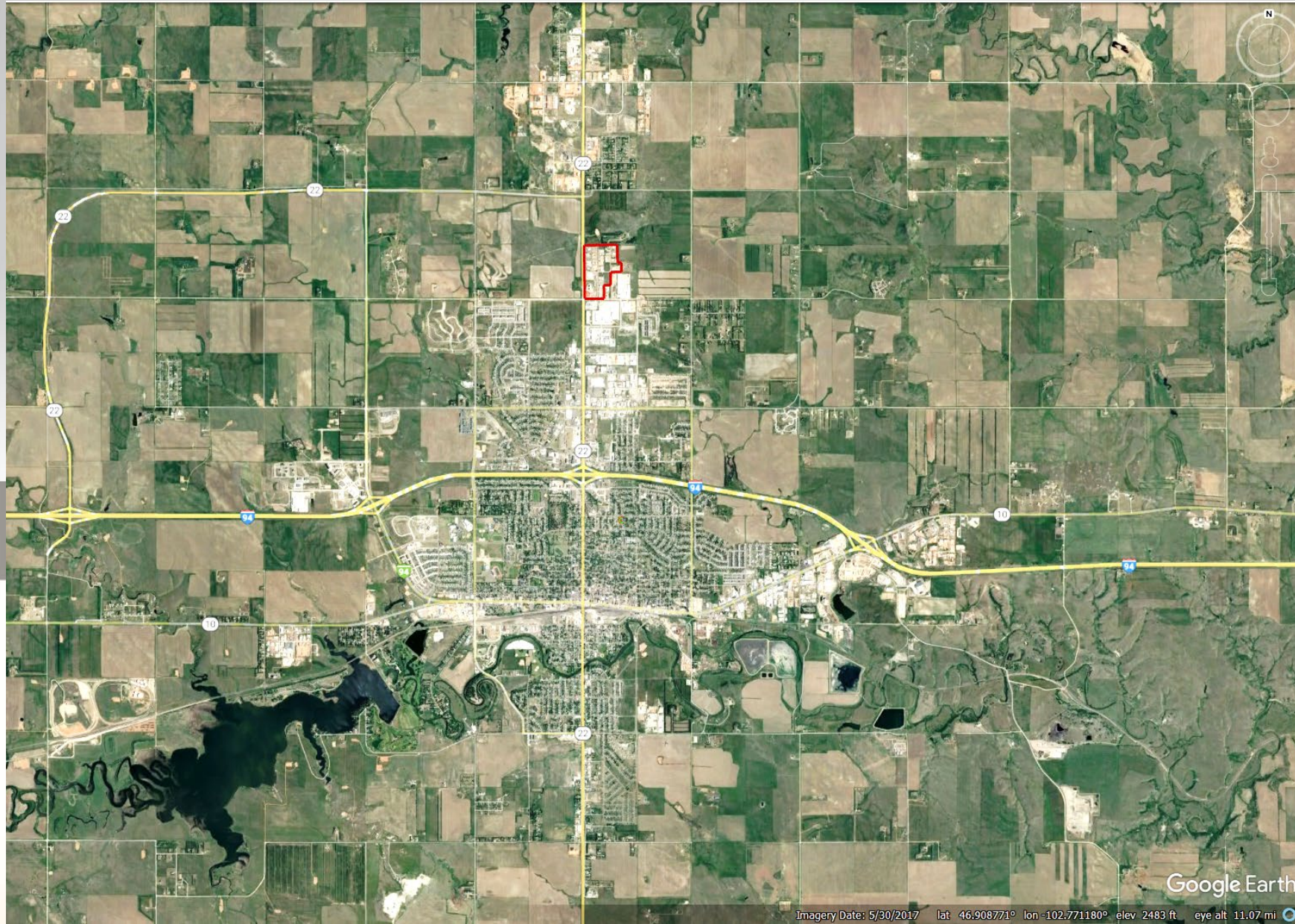
2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
4. Preparing a project manual, bidding documents and construction contract documents associated with an EJCDC construction contract.
5. Services associated with public involvement, including meetings, mailings and other associated tasks.
6. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
7. Services resulting from Owner's request to modify previously-approved deliverables.
8. Furnishing services of subconsultants.
9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
10. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
11. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization—None

10th Ave. E. – Villard to Museum Dr.



North Industries - Vicinity Map



North Industries - Project Area Map



ENGINEERING MEMORANDUM

November 2, 2023

RE: November 7th Commission Meeting, 2023 Engineering Staff Memo

202316 - NORTH INDUSTRIES STREET-STORM RECONSTRUCT – ENGINEERING TASK ORDER TO HIGHLANDS ENGINEERING AND SURVEYING, PLLC:

For your consideration is the task order approval for engineering services for the street and storm water reconstruction to Highlands Engineering and Surveying, PLLC. The task order is for a time and materials estimate not to exceed the amount of \$94,650.00. A legal review of this task order has been completed.

This project was included in the 2024 capital improvement project budget for a total installed cost estimate of \$1,000,000.00. This project is to include a SID for the street and storm water project to aid in funding the project being the value back to the property owners is significant due to the past and current roadway conditions. Approximately 7,750 LF of street improvements is included with the project at an approximate 26-foot width. The project is anticipated to be bid ready before the spring of 2024 with the intent of being constructed during the 2024 construction season.

The project is to include street and storm water re-construction following the water main and sanitary sewer improvements which are to be completed by mid-July 2024. Due to the existing conditions, a narrow rural street section without on-street parking is required. Also, full storm water improvements will not be possible to meet all City of Dickinson standards due to the existing borrow ditch flows and limitations from the existing underground private utilities. Therefore, limited storm water improvements are anticipated to be installed for the project.

This decision was made after public involvement was completed in early 2023 utilizing fliers, a frequently asked questions document, letters included estimated special improvement district costs for each property which included polling, and a public involvement meeting. The results of the public involvement were all utilized to gain feedback from the property owners within the project area. In response to the public involvement and polling feedback, the City of Dickinson engineering staff prepared letters to each property owner in the project area stating approximately **54%** of the property owners were not in favor of the special improvement district as was proposed. The total installed cost estimate in early 2023 was \$4.1 million and included an urban roadway section and more significant storm water improvements.

The city engineering staff recommends approval.



RESOLUTION NO. -2024

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

WHEREAS, the Board of City Commissioners of the City of Dickinson has considered the creation of a special assessment improvement district for certain street improvements in Burwick First, Burwick Second, and Lane’s Subdivisions, within the city limits of the City of Dickinson;

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

1. The City of Dickinson hereby creates the North Industries Improvements Streets and Stormwater Project Special Improvement District No. 202316-1. Such special assessment improvement district shall include the following:

- LOTS 1, BLOCK 1, REPLAT OF BURWICK FIRST SUBDIVISION
- LOTS 6-8, BLOCK 1, REPLAT OF BURWICK FIRST SUBDIVISION
- LOTS 1-5, BLOCK 2, REPLAT OF BURWICK FIRST SUBDIVISION
- LOTS 1, BLOCK 1, BURWICK SECOND SUBDIVISION
- LOTS 1-8, BLOCK 1, LANE’S SUBDIVISION
- LOTS 1-16, BLOCK 2, LANE’S SUBDIVISION
- LOTS 1-17, BLOCK 3, LANE’S SUBDIVISION

2. Pursuant to NDCC 40-22-10, the Board of City Commissioners hereby directs 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 has been received by the City and is hereby approved.

3. The Board of City Commissioners hereby declares that it is necessary to make the improvements described in the engineer’s report. The engineer’s report and a map of the City showing the proposed improvement district is attached hereto and incorporated herein by reference.

Dated this 19th day of March 2024.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
Dickinson City Administrator



HIGHLANDS ENGINEERING

ENGINEERING ASSESSMENT REPORT

NORTH INDUSTRIES STREETS AND STORMWATER CITY OF DICKINSON

CITY PROJECT NUMBER: 202316-1

HIGHLANDS PROJECT NUMBER: 210223

DATE: FEBRUARY 27, 2024





ENGINEER'S CERTIFICATION

I hereby certify that this 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. This document was originally issued and sealed by Andrew Schrank, Registration number PE-9814 on 2/27/24 and the original document is stored at the office of Highlands Engineering.



CITY OF DICKINSON CERTIFICATION

The City of Dickinson hereby concurs with the content and findings of this report in accordance with ND Century Code §40-22-10.

Joshua Skluzacek, Community Development Director
City of Dickinson, ND

Date

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



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EXECUTIVE SUMMARY

Project Description

The City of Dickinson is planning for a street and stormwater improvement of existing public roadways within an area of land that includes: *Lane's Subdivision* on the north side of Dickinson that was annexed by Resolution Number 63-2011 as approved by the City of Dickinson Commission on November 7, 2011 and recorded as Stark County Document Number 3093391; Lots 1 and 6-8 of Block 1 and Lots 1-5 of Block 2 in the *Replat of Burwick First Subdivision* as recorded by Stark County Document Number 215023; and Lot 1, Block 1 of *Burwick Second Subdivision* as recorded by Stark County Document Number 3078628. This area is shown in the Special Improvement District map in Appendix A of this report and includes the property with frontage along the public rights-of-way that the City plans to improve. The area is zoned for Limited Industrial development and roughly 85% of the area is currently developed. The general nature of the planned infrastructure improvements includes improving the roadway condition and the conveyance of stormwater. Since special assessment is being considered as a potential funding source for this project, the City of Dickinson has contracted Highlands Engineering to provide this Engineering Report in accordance with North Dakota Century Code §40-22-10. This report is intended to assist the City in:

- determining the need and feasibility of this special improvement district;
- planning and preparing the special assessment district for this area;
- budgeting City funds to complete these improvements;
- determining the appropriate scope of improvements; and
- determining the approximate assessment amounts for parcels within the district boundary.

If the City determines that this special assessment district is feasible and appropriate, they will continue working to establish this district as required by North Dakota Century Code.

The City is currently planning to begin constructing these improvements during the 2025 construction season as long as the project funding, plans, and project bidding can be established within this timeframe.

Purpose, Need, and Feasibility

The proposed special improvement district area is within the City limits, but the roadways do not meet the City of Dickinson standard sections. With the current nature of the roadways, access is a potential issue for public safety vehicles. Concerns have been raised by City staff that these roadways are not adequate to support the loads of emergency vehicles especially during adverse conditions. This has created a public safety concern for this area that the City is attempting to address as part of this project.

The roadways are currently rural sections with ditches having depths of around 1-to-2-feet below the roadway top. Roadway top widths are generally 24-feet and consist of gravel surfacing that is roughly 4-

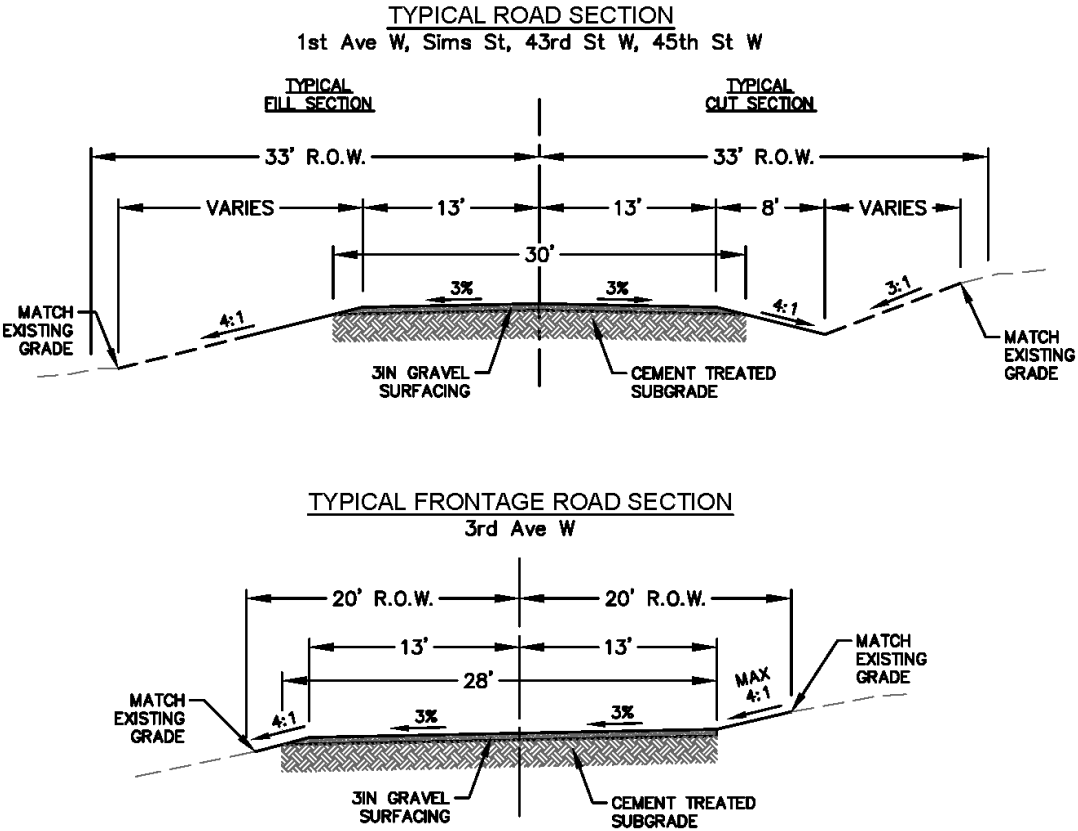
to-8-inches in depth. Roadway ditches and pipes have sediment accumulation in many locations that limit stormwater conveyance. Right-of-way widths are 66-feet within the project area, except for 3rd Ave W which has a right-of-way width of 40-feet. In some locations, roadway ditches are insufficient or not present which causes stormwater to drain over the roadway surface. This surface runoff has created additional maintenance and transportation issues along these routes. These drainage issues are most notable at the intersection of 43rd Street W with 1st Ave W and 3rd Ave W where water routinely drains over the road surface.

Over the last several years, the City has considered options to install curb and gutter and pavement along these roadways to reduce maintenance requirements, improve the surfacing and accessibility, and to provide better stormwater conveyance through the right-of-way. This option was previously assessed as the best way to improve these roadways and drainage issues while bringing these roadways closer to a City Standard section within the limited right-of-way available. Through discussions and meetings with property owners in the area, this option was not desirable due to the high cost of construction. Therefore, lower cost options to improve these roadways are currently being explored as part of this assessment.

Since the cost of pavement and curb and gutter was too high to be a viable option for these roadways, alternatives to stabilize the subgrade with a gravel surface were explored. The recommended subgrade stabilization option for this area is cement stabilization with a new layer of gravel surfacing for the driving surface. The cost estimates included in this assessment provide for cement stabilization and new gravel surfacing for the roadway surface and the existing driveways within the public right-of-way. This will provide a more affordable means of reinforcing the subgrade of these roadways so they can support the anticipated traffic and emergency vehicles without incurring the high cost of pavement. It should be noted that although the initial cost of this option will be less, gravel surfacing will require periodic maintenance which can add cost over time, and it can create dust issues in dry conditions that may need to be periodically addressed.

Along with the subgrade improvements, options to correct the conveyance of stormwater through these rights-of-way where feasible are also recommended. This will help to prolong the life of these roadways and to further reduce maintenance issues. To gain sufficient ditch depth for the installation of approach pipes under the driveways to lots adjoining these roadways, we would recommend site grading as necessary to establish 2-foot-deep minimum roadway ditches. This would allow for the installation of new 15-inch culverts under driveways where necessary to route stormwater runoff. With the limited right-of-way available, and due to the challenges of acquiring new right-of-way with this area being largely developed, we would recommend V-ditches rather than flat bottom ditches to fit within the existing roadway area. 3rd Avenue West would be an exception to this ditch section as this roadway has only 40-feet of right-of-way. We would recommend sloping this road to the west to the ND Highway 22 right-of-way with no ditches and keeping the existing approach pipes along the east side of this roadway as they

are largely located within the adjacent private property. The following images illustrate the proposed general typical sections recommended for the roadways within this area.



We would also recommend adding storm sewer pipes under 43rd Street W where it intersects 1st Ave W and 3rd Ave W to convey runoff under this roadway so it no longer spills over the top of the roadway surface. This will help reduce the maintenance and rutting issues at these intersections. It is likely that catch basins may need to be added on the upstream side of these pipes to allow for adequate cover over these pipes due to the limited roadway ditch depths that can fit within the right-of-way available.

Additional right-of-way is likely going to be required at the corners of intersections to for the proposed ditches previously mentioned to allow for adequate stormwater conveyance. It is assumed that, in general, a 25-foot radius will be required at each intersection corner to provide sufficient area for the proposed site grading and drainage improvements. Right-of-way will also be required along the east side of 1st Ave W south of 43rd Street W to shift the road east slightly so 1st Ave W can be aligned on each side of 43rd Street W. Minor jogs in intersections, such as the one the currently exists here, create confusion and conflict points for traffic. To eliminate the safety concerns associated with the current jog in this intersection, we would recommend correcting this issue as part of this project.

A map depicting the general site improvements discussed by this section has been included in Appendix B.

Estimate of Cost

Appendix C of this report includes an engineer’s estimate of cost for the improvements previously discussed. The cost estimate and quantities provided are based on a preliminary site analysis only. These costs are subject to change as design progresses and site conditions and design parameters are better understood. These estimated costs do not include design or construction engineering fees.

To provide an estimate of assessment costs for each parcel within the Special Assessment District area, a table of estimated parcel assessment costs has been provided in Appendix D. The assessments have been tabulated based on the parcel frontage bordering the site improvements since the proposed improvements provide access and drainage improvements along the parcel frontages. Since design work has not been completed for these improvements, a 10% contingency has been added to the construction cost estimates to account for discrepancies in the assumptions used in determining quantities, and to account for fluctuations unit prices.

Summary

Based on the analysis completed as part of this engineering assessment, it is our opinion that the recommended improvements for this area are needed for the safety of the public and to reduce the maintenance issues that exist on the roadways in this area. We feel that these improvements are feasible with the assumptions noted in this report.



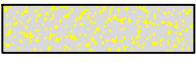




Andrew Schrank, PE, CFM
Highlands Engineering

APPENDIX A

SPECIAL IMPROVEMENT DISTRICT MAP

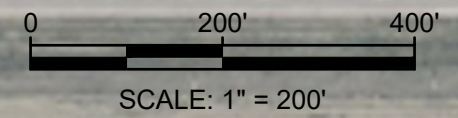
GENERAL SCOPE OF SITE IMPROVEMENTS

LEGEND

- CEMENT STABILIZATION 
- GRAVEL 
- CULVERT 
- DITCH DRAINAGE 
- RIGHT-OF-WAY 



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 WWW.HIGHLANDSENG.COM



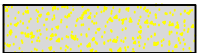
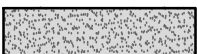



SHEET NAME:	SITE IMPROVEMENT MAP	
PROJECT NUMBER:	231233	SCALE: 1"=200'
DRAWN BY:	AJA/AWS	DATE: 01/15/24
SHEET NUMBER:	B1	

APPENDIX B

GENERAL SCOPE OF IMPROVEMENTS

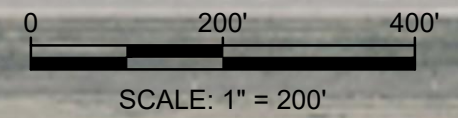
GENERAL SCOPE OF SITE IMPROVEMENTS

LEGEND

- CEMENT STABILIZED SUBGRADE WITH 3IN AGGREGATE SURFACING FOR ROADWAY 
- CEMENT STABILIZED SUBGRADE WITH 3IN AGGREGATE SURFACING FOR DRIVEWAY 
- CULVERT REPLACEMENT OR ADDITION 
- DITCH DRAINAGE IMPROVEMENTS 
- RIGHT-OF-WAY ACQUISITION 



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SHEET NAME:	SITE IMPROVEMENT MAP	
PROJECT NUMBER:	231233	SCALE: 1"=200'
DRAWN BY:	AJA/AWS	DATE: 02/27/24
SHEET NUMBER:	B1	

APPENDIX C

ESTIMATE OF COST

NORTH INDUSTRIES STREETS AND STORMWATER				
Engineer's Estimate of Construction Costs				
Description	Quantity	Unit	Unit Price	Amount
MOBILIZATION AND CONTRACT BOND	1	L SUM	\$ 150,000.00	\$ 150,000.00
EROSION CONTROL	1	L SUM	\$ 12,500.00	\$ 12,500.00
TRAFFIC CONTROL	1	L SUM	\$ 25,000.00	\$ 25,000.00
REMOVAL OF CULVERTS-ALL TYPES & SIZES	1,340	LF	\$ 22.00	\$ 29,480.00
COMMON EXCAVATION	4,650	CY	\$ 10.00	\$ 46,500.00
TOPSOIL	4,250	CY	\$ 14.00	\$ 59,500.00
AGGREGATE SURFACING (3IN)	4,563	TON	\$ 70.00	\$ 319,410.00
CEMENT TREATED BASE	268,000	SF	\$ 1.25	\$ 335,000.00
ADJUST GATE VALVE & CONCRETE COLLAR	21	EA	\$ 1,500.00	\$ 31,500.00
ADJUST MANHOLE & CONCRETE COLLAR	18	EA	\$ 2,000.00	\$ 36,000.00
PIPE CONDUIT 15IN	1,680	LF	\$ 90.00	\$ 151,200.00
PIPE CONDUIT 18IN	384	LF	\$ 110.00	\$ 42,240.00
STORM CATCH BASIN	2	EA	\$ 6,000.00	\$ 12,000.00
SEEDING AND MULCHING	10	ACRE	\$ 2,000.00	\$ 20,000.00
PERMANENT SIGNS	1	L SUM	\$ 7,500.00	\$ 7,500.00
RIGHT-OF-WAY ACQUISITION	3,715	SF	\$ 6.00	\$ 22,290.00
TOTAL ESTIMATED CONSTRUCTION COST				\$ 1,300,120.00

APPENDIX D

ESTIMATED PARCEL ASSESSMENT TABLE

NORTH INDUSTRIES STREETS AND STORMWATER

Construction Cost Estimate:	\$	1,300,120.00
Contingency (10% assumed)	\$	65,006.00
Total Project Cost Estimate:	\$	1,365,126.00
City Contribution to Project	\$	609,997.77
Total Estimated Special Assessment Amount:	\$	755,128.23

Table of Estimated Parcel Assessment Amounts

PID	Lot(s)	Block	Subdivision	Owner	Property Area (Acre)	Percent of Total Area (%)	Participating Frontage (LF)	Participation Amount
8030-0100-0100	1	1	Replat of Burwick First Subdivision	David D. Peterson	3.630	6.55%	437.60	\$ 28,944.33
8030-0100-0600	6	1	Replat of Burwick First Subdivision	Fred & Kathleen Tooz	1.098	1.98%	318.58	\$ 21,071.95
8030-0100-0700	7	1	Replat of Burwick First Subdivision	Fred & Kathleen Tooz	1.132	2.04%	318.00	\$ 21,033.59
8030-0100-0800	8	1	Replat of Burwick First Subdivision	Tool Contracting, LLC	1.132	2.04%	473.00	\$ 31,285.81
8030-0200-0100	1	2	Replat of Burwick First Subdivision	Griffith Development, LLC	0.987	1.78%	415.50	\$ 27,482.56
8030-0200-0200	2	2	Replat of Burwick First Subdivision	Robert E. & Lori A. Simons	0.984	1.78%	190.80	\$ 12,620.15
8030-0200-0300	3	2	Replat of Burwick First Subdivision	SJ Peterson Properties, LLC	0.987	1.78%	190.80	\$ 12,620.15
8030-0200-0400	4, 5	2	Replat of Burwick First Subdivision	SJ Peterson Properties, LLC	2.004	3.62%	382.18	\$ 25,278.67
8040-0100-0100	1	1	Burwick Second Subdivision	Champion Technologies, Inc.	4.680	8.45%	329.99	\$ 21,826.64
8050-0100-0100	1, 2	1	Lane's Subdivision	Green River Services, LLC	1.839	3.32%	300.00	\$ 19,843.01
8050-0100-0300	3	1	Lane's Subdivision	Frances Rose Hart	0.919	1.66%	150.00	\$ 9,921.50
8050-0100-0400	4	1	Lane's Subdivision	Steven Halvorson	0.919	1.66%	150.00	\$ 9,921.50
8050-0100-0600	5, 6	1	Lane's Subdivision	Credence Properties II, LLC	1.839	3.32%	300.00	\$ 19,843.01
8050-0100-0700	7	1	Lane's Subdivision	FL1, LLC	0.919	1.66%	150.00	\$ 9,921.50
8050-0100-0800	8	1	Lane's Subdivision	FL1, LLC	1.091	1.97%	178.23	\$ 11,788.73
8050-0200-0100	1	2	Lane's Subdivision	Frances Hart	0.919	1.66%	417.00	\$ 27,581.78
8050-0200-0200	2	2	Lane's Subdivision	Frances Hart	0.919	1.66%	150.00	\$ 9,921.50
8050-0200-0300	3	2	Lane's Subdivision	Earl Enis III Hart	0.919	1.66%	150.00	\$ 9,921.50
8050-0200-0400	4, 5	2	Lane's Subdivision	SBG Dickinson Shop, LLC	1.839	3.32%	300.00	\$ 19,843.01
8050-0200-0600	6	2	Lane's Subdivision	Dale Pottorff	0.919	1.66%	150.00	\$ 9,921.50
8050-0200-0700	7	2	Lane's Subdivision	Dale & Renee Pottorff	0.919	1.66%	150.00	\$ 9,921.50
8050-0200-0800	8	2	Lane's Subdivision	Dale & Renee Pottorff	1.095	1.98%	445.35	\$ 29,456.94
8050-0200-0900	9	2	Lane's Subdivision	Frances Rose Hart	1.098	1.98%	446.30	\$ 29,519.78
8050-0200-1100	10, 11	2	Lane's Subdivision	Paramount Land Group	1.839	3.32%	300.00	\$ 19,843.01
8050-0200-1200	12	2	Lane's Subdivision	Hauck Family Trust	0.919	1.66%	150.00	\$ 9,921.50
8050-0200-1300	13, 14	2	Lane's Subdivision	Hauck Family Trust	1.839	3.32%	300.00	\$ 19,843.01
8050-0200-1500	15	2	Lane's Subdivision	Hauck Family Trust	0.919	1.66%	150.00	\$ 9,921.50
8050-0200-1600	16	2	Lane's Subdivision	Hauck Family Trust	0.919	1.66%	417.00	\$ 27,581.78
8050-0300-0100	1	3	Lane's Subdivision	Griffith Development, LLC	0.919	1.66%	417.00	\$ 27,581.78
8050-0300-0200	2	3	Lane's Subdivision	Griffith Development, LLC	0.919	1.66%	150.00	\$ 9,921.50
8050-0300-0300	3	3	Lane's Subdivision	North D's Storage, LLC	0.919	1.66%	150.00	\$ 9,921.50
8050-0300-0400	4	3	Lane's Subdivision	Paramount Land Group	0.919	1.66%	150.00	\$ 9,921.50
8050-0300-0500	5	3	Lane's Subdivision	Northern Improvement Co.	0.919	1.66%	150.00	\$ 9,921.50
8050-0300-0600	6	3	Lane's Subdivision	Northern Improvement Co.	0.919	1.66%	150.00	\$ 9,921.50
8050-0300-0700	7-10, N 45' of 11	3	Lane's Subdivision	Northern Improvement Co.	4.350	7.85%	1,234.04	\$ 81,623.54
8050-0300-1100	S 90' of 11, 12	3	Lane's Subdivision	Gregory & Susan Knutson	1.580	2.85%	225.00	\$ 14,882.25
8050-0300-1300	13	3	Lane's Subdivision	Paramount Land Group	0.948	1.71%	135.00	\$ 8,929.35
8050-0300-1400	14	3	Lane's Subdivision	J.B. Properties, LLC	0.948	1.71%	135.00	\$ 8,929.35
8050-0300-1500	15, N1/2 of 16	3	Lane's Subdivision	Stoner Management, LLLP	1.420	2.56%	202.50	\$ 13,394.03
8050-0300-1600	S1/2 of 16, 17	3	Lane's Subdivision	3rd Avenue W, LLC ET-AL	1.420	2.56%	507.67	\$ 33,579.00
TOTALS					55.402	100.00%	11,416.54	\$ 755,128.23



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: January 26, 2024

Re: FLUM Application – Russell and Mackenzie Woodworth

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

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

FLUM Requested Change

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

office 701 483 2444
fax 701 483 2610

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

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

Legal Description of Proposed FLUM Changes

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

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

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

Project Description

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

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

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

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

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

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

Impact to the Future Land Use Map (FLUM)

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

Consistency with the Comprehensive Plan policies and all other City plans

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

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

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

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

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

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

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

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

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

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

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

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

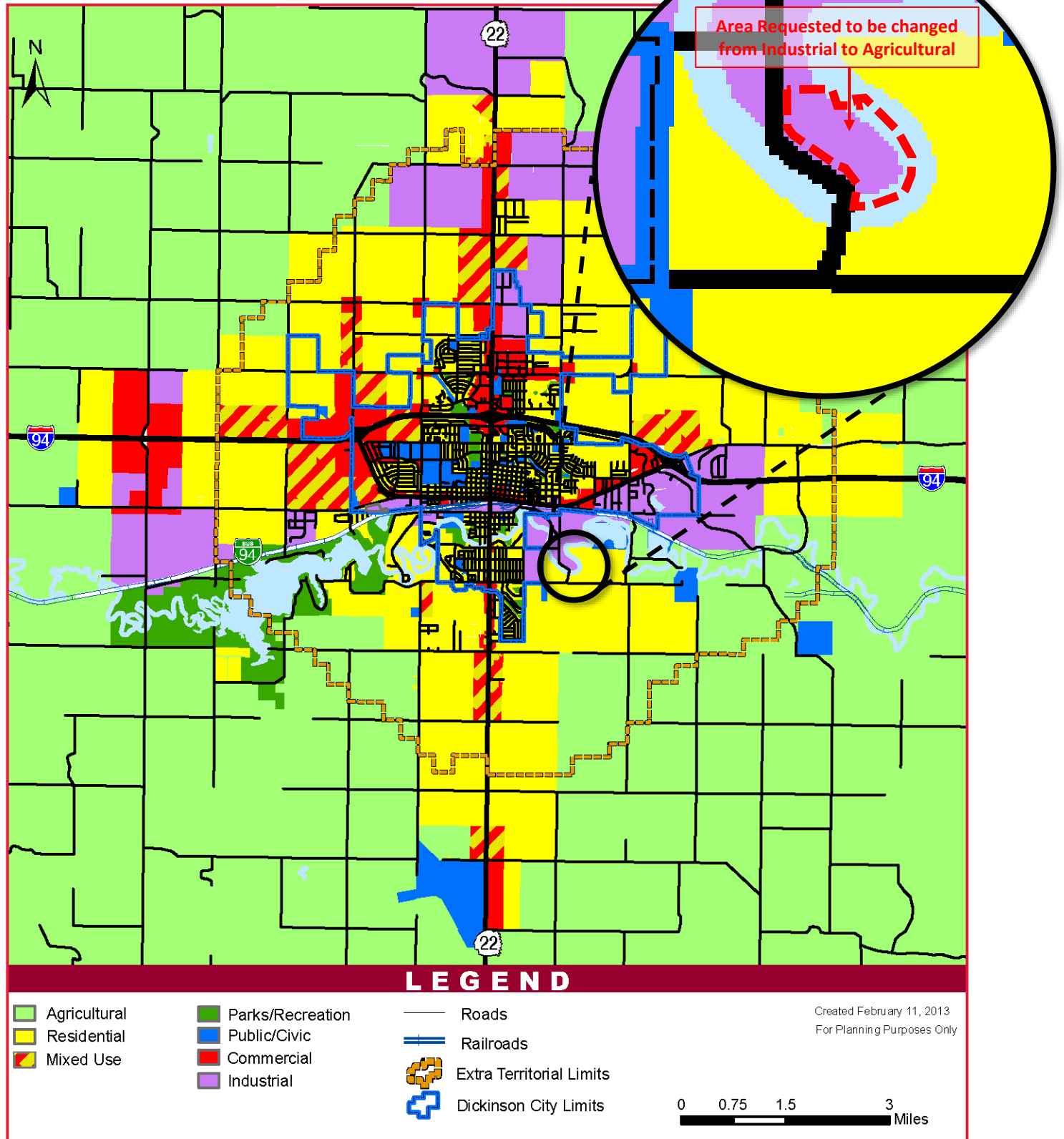
This property is located outside of the City's Urban Service Area boundary, so it would not be served by City infrastructure for the foreseeable future. This property is also located outside of the City's Corporate Limits. Therefore, this change will have no fiscal impact to the City.

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



Andrew Schrank, PE, CFM
Highlands Engineering

Figure 2: City of Dickinson Future Land Use Map



SOURCE: KLJ





State 9th FLUM Amendment Staff Report

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

OWNER/APPLICANT

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

APPLICANT'S REPRESENTATIVE

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

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

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

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

Staff Recommendation: Approval

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



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

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

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with Comprehensive Plan

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

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

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

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

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

Staff Recommendation: The City Development Team staff recommends approval of FLM-002-2024.

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLM-002-2024** as being compliant with the City of Dickinson Comprehensive Plan and also being in the interest of the public health, safety and welfare "*

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

1. _____;
2. _____.

*****Denial*****

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



Unified Development Application

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

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

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

Name **Russell and Mackenzie Woodworth**

Company **n/a**

Applicant Email **Russwoodworth@hotmail.com**

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

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

Applicant Representative Company **Highlands Engineering**

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

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

Owner Name **Russell and Mackenzie Woodworth**

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

Owner Email Russwoodworth@hotmail.com

Owner Phone # (701) 713-0713

Is the owner present to Sign

Owner Signature Upload [241265_Owner Signature_2024-01-22.pdf](#)

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

Metes and Bounds Description

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

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION ELEVEN (11), SAID POINT BEING A REBAR AND CAP LS-2884; THENCE S 00°04'18" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 558.76 FEET; THENCE N 89°39'28" E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A REBAR; THENCE CONTINUING N 89°39'28" E, A DISTANCE OF 646.24 FEET TO A REBAR; THENCE S 28°22'03" E, A DISTANCE OF 384.74 FEET TO A REBAR; THENCE N 89°38'49" E, A DISTANCE OF 439.88 FEET TO A REBAR; THENCE N 28°56'24" W, A DISTANCE OF 111.04 FEET TO A REBAR; THENCE N 89°37'47" E, A DISTANCE OF 60.00 FEET TO A REBAR, A POINT WHICH LIES ON THE APPROXIMATE CENTERLINE OF THE HEART RIVER; THENCE S 31°47'04" E ALONG SAID CENTERLINE, A DISTANCE OF 196.80 FEET; THENCE S 20°35'56" E ALONG SAID CENTERLINE, A DISTANCE OF 387.42 FEET; THENCE S 11°25'32" E ALONG SAID CENTERLINE, A DISTANCE OF 111.01 FEET; THENCE S 20°56'41" W ALONG SAID CENTERLINE, A DISTANCE OF 83.98 FEET; THENCE S 42°44'22" W ALONG SAID CENTERLINE, A DISTANCE OF 122.50 FEET; THENCE S 54°11'50" W ALONG SAID CENTERLINE, A DISTANCE OF 129.93 FEET; THENCE S 62°06'30" W ALONG SAID CENTERLINE, A DISTANCE OF 141.10 FEET; THENCE S 63°03'58" W ALONG SAID CENTERLINE, A DISTANCE OF 103.76 FEET; THENCE S 84°05'20" W ALONG SAID CENTERLINE, A DISTANCE OF 276.28 FEET; THENCE S 89°39'57" W ALONG SAID CENTERLINE, A DISTANCE OF 37.39 FEET, A POINT AT WHICH SAID CENTERLINE INTERSECTS WITH THE EAST RIGHT-OF-WAY LINE OF EAST BROADWAY STREET; THENCE N 14°59'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.32 FEET, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 132.93 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTHERLY ALONG

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

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

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

Legal - Lot/Block/Addition

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

Property Address / General Project Location

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

Total Square Footage or Acreage of Subject Property

27.83 acres

Proposed Month for Consideration

March

Existing Future Land Use Map Category

Industrial

Proposed Future Land Use Map Category

Agricultural

Existing Zoning

GI - General Industrial

Existing Use

Agriculture

Overlay District Description

n/a

Transmittal Letter (Explanation of Request & Proposed Operations) [241265_Transmittal-FLUM_2024-01-18.pdf](#)

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

[241265_Aerial Map_2024-01-18.pdf](#)
[241265_FLUM Map_2024-01-18.pdf](#)
[241265_Flood Hazard Map_2024-01-17.pdf](#)

Rezone Calc Multiplier 0

Minor Platting Multiplier 0

Prelim Platting Multiplier 0

Major Platting Multiplier 0

Application Calc 750

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

Application Fees Applicable Fees 750.00 USD

Total: \$750.00

Transaction ID: 8e7vmknf

==Payer Info==

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

Applicant Signature



Date 01-25-2024

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



PLANNING DEPARTMENT

Date: December 12, 2023

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

CC: Cindy Fetch

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

Dear Mr. Woodworth,

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

In Attendance:

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

Executive Summary:

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



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

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

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

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

- Aerial view of property

Requests/Questions from the applicant:

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

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

Planning:

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

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

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

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

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

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

Engineering:

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

Assessing: No comments.

Fire Department: No comments.

Parks & Recreation: No comments.

Public Works: No comments.

Buildings Official:

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

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

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>

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

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

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

Sincerely,



Matthew P. Galibert
City Planner



Joshua M. Skluzacek
Engineering and Community Development
Director

Appendices:

A) Subject parcel – 700 Block 10th Ave SE



Subject parcel

B) Relevant Submittal Requirements. All applications must be complete and submitted by the first Friday of the month prior to the desired public hearing date.

Zoning Map Amendment (\$250.00):

- Pre-Application Date / Response Letter
- Transmittal letter / narrative describing proposed operations/activities and reasons for the application.
- Title Opinion reflecting ownership by Applicant(s)
 - If applicant does not own the subject property, also include affidavit of interests / agent of owner statement indicating legal interest by the property owner.
- Map of area to be rezoned
- Legal description of area to be rezoned, including lots and blocks by district if multiple zoning district are requested
- Signed development agreement
- A list of property owners, addresses, and legal descriptions within 400-feet of the property (Right-of-Way Included)

Future Land Use Map Amendment (\$750.00):

- Pre-Application Date / Response Letter
- Transmittal letter / narrative describing proposed operations/activities and reasons for the application.
- Title Opinion reflecting ownership by Applicant(s)
 - If applicant does not own the subject property, also include affidavit of interests / agent of owner statement indicating legal interest by the property owner.
- Map of proposed amendment to Future Land Use Plan, drawn to scale, in digital form (.pdf)

FLM-002-2024 Future Land Use Map Amendment Industrial to Agricultural

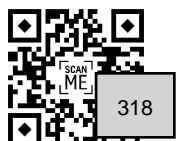


FLM-002-2024 A request to amend the Future Land Use Map from Industrial to Agricultural for a parcel of unplatted land located in the SW ¼ of Section 11, Township 139N, Range 96W, located in the City of Dickinson's ETZ. The site consists of +/- 27.83 acres.

Both the Planning and Zoning Commission and City staff recommend approval. This is the first reading.

Steve

City/County Planner



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 Industrial to Agricultural:

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

DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION ELEVEN (11), SAID POINT BEING A REBAR AND CAP LS-2884; THENCE S 00°04'18" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 558.76 FEET; THENCE N 89°39'28" E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A REBAR; THENCE CONTINUING N 89°39'28" E, A DISTANCE OF 646.24 FEET TO A REBAR; THENCE S 28°22'03" E, A DISTANCE OF 384.74 FEET TO A REBAR; THENCE N 89°38'49" E, A DISTANCE OF 439.88 FEET TO A REBAR; THENCE N 28°56'24" W, A DISTANCE OF 111.04 FEET TO A REBAR; THENCE N 89°37'47" E, A DISTANCE OF 60.00 FEET TO A REBAR, A POINT WHICH LIES ON THE APPROXIMATE CENTERLINE OF THE HEART RIVER; THENCE S 31°47'04" E ALONG SAID CENTERLINE, A DISTANCE OF 196.80 FEET; THENCE S 20°35'56" E ALONG SAID CENTERLINE, A DISTANCE OF 387.42 FEET; THENCE S 11°25'32" E ALONG SAID CENTERLINE, A DISTANCE OF 111.01 FEET; THENCE S 20°56'41" W ALONG SAID CENTERLINE, A DISTANCE OF 83.98 FEET; THENCE S 42°44'22" W ALONG SAID CENTERLINE, A DISTANCE OF 122.50 FEET; THENCE S 54°11'50" W ALONG SAID CENTERLINE, A DISTANCE OF 129.93 FEET; THENCE S 62°06'30" W ALONG SAID CENTERLINE, A DISTANCE OF 141.10 FEET; THENCE S 63°03'58" W ALONG SAID CENTERLINE, A DISTANCE OF 103.76 FEET; THENCE S 84°05'20" W ALONG SAID CENTERLINE, A DISTANCE OF 276.28 FEET; THENCE S 89°39'57" W ALONG SAID CENTERLINE, A DISTANCE OF 37.39 FEET, A POINT AT WHICH SAID CENTERLINE INTERSECTS WITH THE EAST RIGHT-OF-WAY LINE OF EAST BROADWAY STREET; THENCE N 14°59'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.32 FEET, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 132.93 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°54'15" AND AN ARC DISTANCE OF 164.50 FEET (CHORD DIRECTION N 20°27'49" W, CHORD DISTANCE 154.20 FEET) TO A REBAR; THENCE N 54°25'00" ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 836.90 FEET TO A REBAR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 157.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'18" AND AN ARC DISTANCE OF 149.31 FEET (CHORD DIRECTION N 27°10'21" W, CHORD DISTANCE 143.74 FEET) TO A REBAR; THENCE N 00°04'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 460.98 FEET TO THE POINT OF BEGINNING.

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

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

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

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

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger
Dickinson City Administrator

First Reading:
Second Reading:
Final Passage:



Unified Development Application

Have you met with Planning Staff regarding your application? Yes

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

Type of Development **Rezoning - Zoning Map Amendment**

Name Russell and Mackenzie Woodworth

Company n/a

Applicant Email Russwoodworth@hotmail.com

Applicant Phone # (701) 713-0713

Applicant Representative (if applicable) Andrew Schrank

Applicant Representative Company Highlands Engineering

Applicant Representative Email schrank@highlandseng.com

Applicant Representative Phone # (701) 483-2444

Owner Name Russell and Mackenzie Woodworth

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

Owner Email Russwoodworth@hotmail.com

Owner Phone # (701) 713-0713

Is the owner present to Sign **No**

Owner Signature Upload [241265_Owner Signature_2024-01-22.pdf](#)

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

Metes and Bounds Description

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

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION ELEVEN (11), SAID POINT BEING A REBAR AND CAP LS-2884; THENCE S 00°04'18" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 558.76 FEET; THENCE N 89°39'28" E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A REBAR; THENCE CONTINUING N 89°39'28" E, A DISTANCE OF 646.24 FEET TO A REBAR; THENCE S 28°22'03" E, A DISTANCE OF 384.74 FEET TO A REBAR; THENCE N 89°38'49" E, A DISTANCE OF 439.88 FEET TO A REBAR; THENCE N 28°56'24" W, A DISTANCE OF 111.04 FEET TO A REBAR; THENCE N 89°37'47" E, A DISTANCE OF 60.00 FEET TO A REBAR, A POINT WHICH LIES ON THE APPROXIMATE CENTERLINE OF THE HEART RIVER; THENCE S 31°47'04" E ALONG SAID CENTERLINE, A DISTANCE OF 196.80 FEET; THENCE S 20°35'56" E ALONG SAID CENTERLINE, A DISTANCE OF 387.42 FEET; THENCE S 11°25'32" E ALONG SAID CENTERLINE, A DISTANCE OF 111.01 FEET; THENCE S 20°56'41" W ALONG SAID CENTERLINE, A DISTANCE OF 83.98 FEET; THENCE S 42°44'22" W ALONG SAID CENTERLINE, A DISTANCE OF 122.50 FEET; THENCE S 54°11'50" W ALONG SAID CENTERLINE, A DISTANCE OF 129.93 FEET; THENCE S 62°06'30" W ALONG SAID CENTERLINE, A DISTANCE OF 141.10 FEET; THENCE S 63°03'58" W ALONG SAID CENTERLINE, A DISTANCE OF 103.76 FEET; THENCE S 84°05'20" W ALONG SAID CENTERLINE, A DISTANCE OF 276.28 FEET; THENCE S 89°39'57" W ALONG SAID CENTERLINE, A DISTANCE OF 37.39 FEET, A POINT AT WHICH SAID CENTERLINE INTERSECTS WITH THE EAST RIGHT-OF-WAY LINE OF EAST BROADWAY STREET; THENCE N 14°59'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.32 FEET, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 132.93 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°54'15" AND AN ARC DISTANCE OF 164.50 FEET (CHORD DIRECTION N 20°27'49" W, CHORD DISTANCE 154.20 FEET) TO A REBAR; THENCE N 54°25'00" ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 836.90 FEET TO A REBAR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 157.00

FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'18" AND AN ARC DISTANCE OF 149.31 FEET (CHORD DIRECTION N 27°10'21" W, CHORD DISTANCE 143.74 FEET) TO A REBAR; THENCE N 00°04'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 460.98 FEET TO THE POINT OF BEGINNING.

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

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

Legal - Lot/Block/Addition

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

Property Address / General Project Location

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

Total Square Footage or Acreage of Subject Property

27.83 acres

Transmittal Letter (Explanation of Request & Proposed Operations)

[241265_Transmittal-REZONE_2024-01-18.pdf](#)

Existing Zoning

GI - General Industrial

Proposed Zoning

AG - Agriculture

Rezone Calc Multiplier

1

Overlay District Description

n/a

Map of Area to be Rezoned

[241265_Aerial Map_2024-01-18.pdf](#)
[241265_Flood Hazard Map_2024-01-17.pdf](#)
[241265_Zoning Map_2024-01-18.pdf](#)

Minor Platting Multiplier

0

Prelim Platting Multiplier

0

Major Platting Multiplier

0

Application Calc

250

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

Application Fees **Applicable Fees** 250.00 USD

Total: \$250.00

Transaction ID: 1g2vzxxv

==Payer Info==

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

Applicant Signature

Date 01-25-2024

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

Attachments: Because the total size is more than **5MB** the uploads are not attached.

REZ-002-2024 Rezone Petition General Industrial (GI) to Agricultural (AG)





ADMINISTRATION

Section 8. Item B.

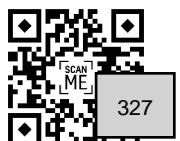
REZONE REQUEST

REZ-002-2024 A request for a Zoning Map Amendment from General Industrial (GI) to Agricultural (AG) for a parcel of unplatted land located in the SW ¼ of Section 11, Township 139N, Range 96W, located in the City of Dickinson's ETZ. The site consists of +/- 27.83 acres.

Both the Planning and Zoning Commission and City staff recommend approval. This is the first reading.

Steve

City/County Planner







State 9th FLUM Amendment Staff Report

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

OWNER/APPLICANT

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

APPLICANT'S REPRESENTATIVE

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

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

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

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

Staff Recommendation: Approval

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



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

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

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with Comprehensive Plan

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

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

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

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

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

Staff Recommendation: The City Development Team staff recommends approval of FLM-002-2024.

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLM-002-2024** as being compliant with the City of Dickinson Comprehensive Plan and also being in the interest of the public health, safety and welfare "*

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

1. _____;
2. _____.

*****Denial*****

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



PLANNING DEPARTMENT

Date: December 12, 2023

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

CC: Cindy Fetch

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

Dear Mr. Woodworth,

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

In Attendance:

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

Executive Summary:

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



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

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

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

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

- Aerial view of property

Requests/Questions from the applicant:

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

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

Planning:

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

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

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

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

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

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

Engineering:

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

Assessing: No comments.

Fire Department: No comments.

Parks & Recreation: No comments.

Public Works: No comments.

Buildings Official:

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

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

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>

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

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

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

Sincerely,



Matthew P. Galibert
City Planner



Joshua M. Skluzacek
Engineering and Community Development
Director

Appendices:

A) Subject parcel – 700 Block 10th Ave SE



Subject parcel

B) Relevant Submittal Requirements. All applications must be complete and submitted by the first Friday of the month prior to the desired public hearing date.

Zoning Map Amendment (\$250.00):

- Pre-Application Date / Response Letter
- Transmittal letter / narrative describing proposed operations/activities and reasons for the application.
- Title Opinion reflecting ownership by Applicant(s)
 - If applicant does not own the subject property, also include affidavit of interests / agent of owner statement indicating legal interest by the property owner.
- Map of area to be rezoned
- Legal description of area to be rezoned, including lots and blocks by district if multiple zoning district are requested
- Signed development agreement
- A list of property owners, addresses, and legal descriptions within 400-feet of the property (Right-of-Way Included)

Future Land Use Map Amendment (\$750.00):

- Pre-Application Date / Response Letter
- Transmittal letter / narrative describing proposed operations/activities and reasons for the application.
- Title Opinion reflecting ownership by Applicant(s)
 - If applicant does not own the subject property, also include affidavit of interests / agent of owner statement indicating legal interest by the property owner.
- Map of proposed amendment to Future Land Use Plan, drawn to scale, in digital form (.pdf)



Transmittal Letter

To: Matthew Galibert – City Planner
City of Dickinson
38 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: January 26, 2024

Re: Rezone Application – Russell and Mackenzie Woodworth

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

- Pre-submittal Meeting Letter
- Narrative (included, below) of the Project Description
- Legal Descriptions (included, below) for the Proposed FLUM Designations
- Warranty Deed for the Property
- Map of Proposed Zone Change
- Flood Hazard Areas from City's GIS Information
- Aerial Image of Property

Rezoning Request

The applicant is requesting a change from General Industrial (GI) to Agricultural (AG) for the area described by this application.

office 701 483 2444
fax 701 483 2610

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

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

Project Description

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

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

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

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

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

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



Andrew Schrank, PE, CFM
Highlands Engineering

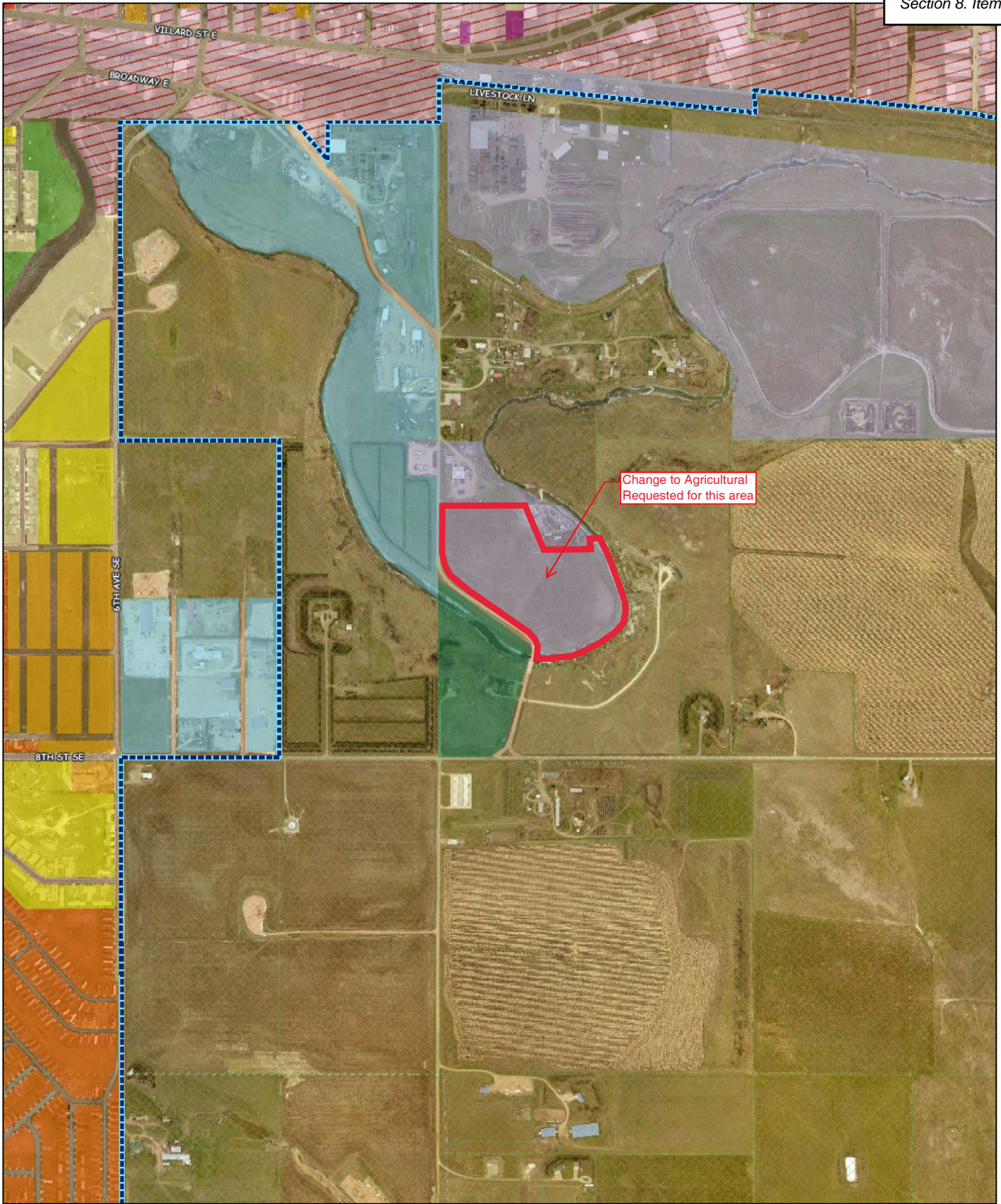
office 701 483 2444
fax 701 483 2610

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

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

Dickinson Zoning Information Map

Section 8. Item B.



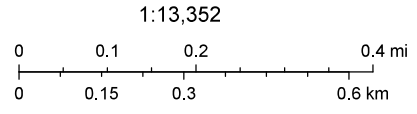
1/17/2024

- Public Street Names 25K
- Municipal Boundary
- Extra Territorial Boundary
- Dickinson Zoning**
- Community Commercial - CC
- Downtown Commercial - DC
- General Commercial - GC

- General Industrial - GI
- Limited Industrial - LI
- Low Density Residential - R1
- Medium Density Residential - R2
- High Density Residential - R3
- Mobile Home - MH

- Public - P
- Agricultural - AG
- ETZ Zoning**
- General Industrial - GI
- Limited Industrial - LI
- Rural Residential - RR
- Agricultural - AG

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 2,4m Resolution Metadata



Dickinson Engineering Department, Engineering & Planning, Maxar

ORDINANCE NO. _____

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

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

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

1. To reclassify and rezone a parcel from General Industrial (GI) to Agricultural (AG) described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION ELEVEN (11), SAID POINT BEING A REBAR AND CAP LS-2884; THENCE S 00°04'18" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 558.76 FEET; THENCE N 89°39'28" E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A REBAR; THENCE CONTINUING N 89°39'28" E, A DISTANCE OF 646.24 FEET TO A REBAR; THENCE S 28°22'03" E, A DISTANCE OF 384.74 FEET TO A REBAR; THENCE N 89°38'49" E, A DISTANCE OF 439.88 FEET TO A REBAR; THENCE N 28°56'24" W, A DISTANCE OF 111.04 FEET TO A REBAR; THENCE N 89°37'47" E, A DISTANCE OF 60.00 FEET TO A REBAR, A POINT WHICH LIES ON THE APPROXIMATE CENTERLINE OF THE HEART RIVER; THENCE S 31°47'04" E ALONG SAID CENTERLINE, A DISTANCE OF 196.80 FEET; THENCE S 20°35'56" E ALONG SAID CENTERLINE, A DISTANCE OF 387.42 FEET; THENCE S 11°25'32" E ALONG SAID CENTERLINE, A DISTANCE OF 111.01 FEET; THENCE S 20°56'41" W ALONG SAID CENTERLINE, A DISTANCE OF 83.98 FEET; THENCE S 42°44'22" W ALONG SAID CENTERLINE, A DISTANCE OF 122.50 FEET; THENCE S 54°11'50" W ALONG SAID CENTERLINE, A DISTANCE OF 129.93 FEET; THENCE S 62°06'30" W ALONG SAID CENTERLINE, A DISTANCE OF 141.10 FEET; THENCE S 63°03'58" W ALONG SAID CENTERLINE, A DISTANCE OF 103.76 FEET; THENCE S 84°05'20"

W ALONG SAID CENTERLINE, A DISTANCE OF 276.28 FEET; THENCE S 89°39'57" W ALONG SAID CENTERLINE, A DISTANCE OF 37.39 FEET, A POINT AT WHICH SAID CENTERLINE INTERSECTS WITH THE EAST RIGHT-OF-WAY LINE OF EAST BROADWAY STREET; THENCE N 14°59'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.32 FEET, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 132.93 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°54'15" AND AN ARC DISTANCE OF 164.50 FEET (CHORD DIRECTION N 20°27'49" W, CHORD DISTANCE 154.20 FEET) TO A REBAR; THENCE N 54°25'00" ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 836.90 FEET TO A REBAR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 157.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'18" AND AN ARC DISTANCE OF 149.31 FEET (CHORD DIRECTION N 27°10'21" W, CHORD DISTANCE 143.74 FEET) TO A REBAR; THENCE N 00°04'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 460.98 FEET TO THE POINT OF BEGINNING.

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

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

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

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

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

First Reading: _____, 2024

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

FLP-001-2024 Final Major Plat State 9th Addition



RESOLUTION NO. - 2024

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

WHEREAS, an application for vacation of a certain utility easement has been filed by the adjoining property owner thereof; and

WHEREAS, such application for vacation of a utility easement has been signed by all affected public utility companies reasonably expected to have use of such utility easement, indicating their consent to the vacation of such utility easement; and

WHEREAS, such application for vacation of a utility easement has been signed by the City of Dickinson Engineering Department, the City Engineer having consented to the vacation of such utility easement; and

WHEREAS, the City Engineer, finding the application to be in proper order, and pursuant to Dickinson City Code §34.120, has heretofore caused a Notice of Hearing on such application to be duly published in the official newspaper of the City, such publication occurring on March 12, 2024; and

WHEREAS, the matter came on regularly to be heard before the Board of City Commissioners on March 19, 2024, a day not less than seven days following the publication of the Notice of Hearing, at 4:30 p.m., or as soon thereafter as the parties could be heard, in accordance with the Notice of Hearing previously published; and

WHEREAS, the Board of City Commissioners duly having heard and considered the matter, and the Commissioners being fully satisfied and having determined that the vacation of the utility easement herein described is in the best interests of the City of Dickinson, and no objection to such vacation having been filed or presented;

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

1. That certain public utility easement within the City of Dickinson is hereby vacated in accordance with state law and the ordinances of the City of Dickinson, such public utility easement being more particularly described as follows and located in the City of Dickinson, Stark County, North Dakota:

The east four (4) foot of Public Utility Easement Vacation of a total width of ten (10) feet on the west boundary of the property legally described as Lot 4, Block 1, State 8th Addition, Section 5, Township 139 North, Range 96 West, of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota.

- 2. Pursuant to Dickinson City Code 34.120(4), this resolution is passed by no less than a two-thirds majority.
- 3. A certified copy of this resolution shall be filed for record and duly recorded on the Office of the Stark County Recorder, Stark County, North Dakota.

Dated this ____ day of March 2024.

 Scott Decker, President
 Board of City Commissioners

ATTEST:

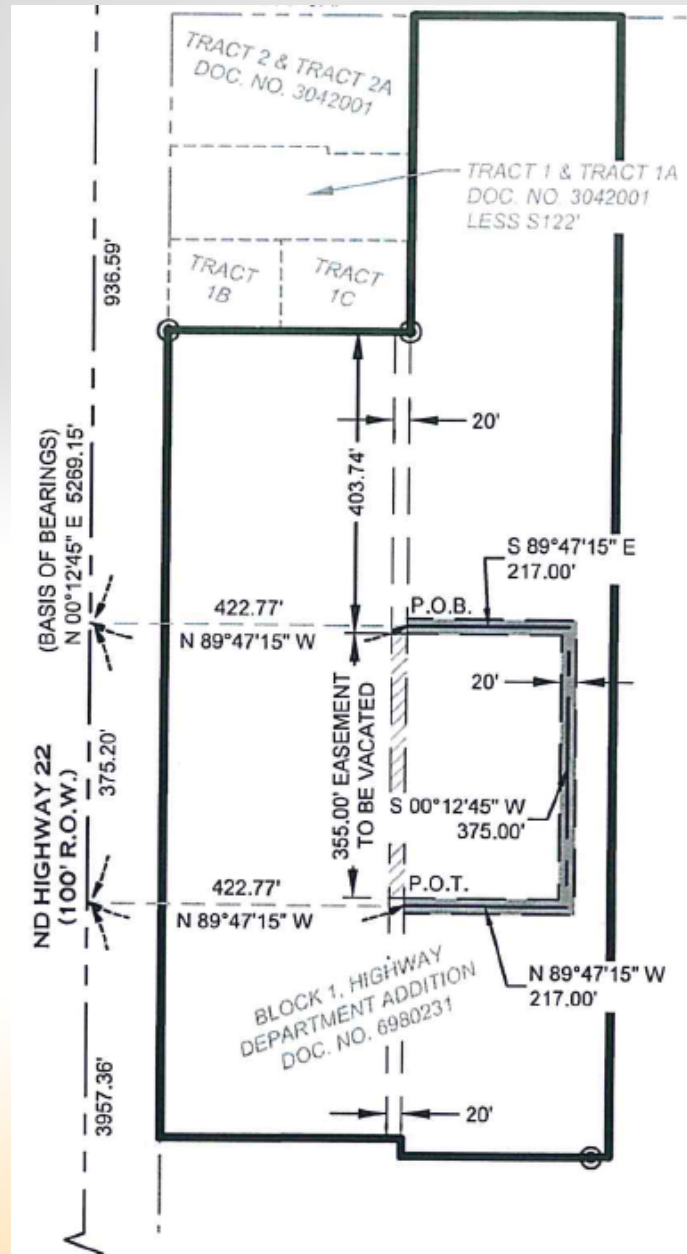
 Dustin Dassinger, City Administrator

STATE OF NORTH DAKOTA)
 :SS
 COUNTY OF STARK)

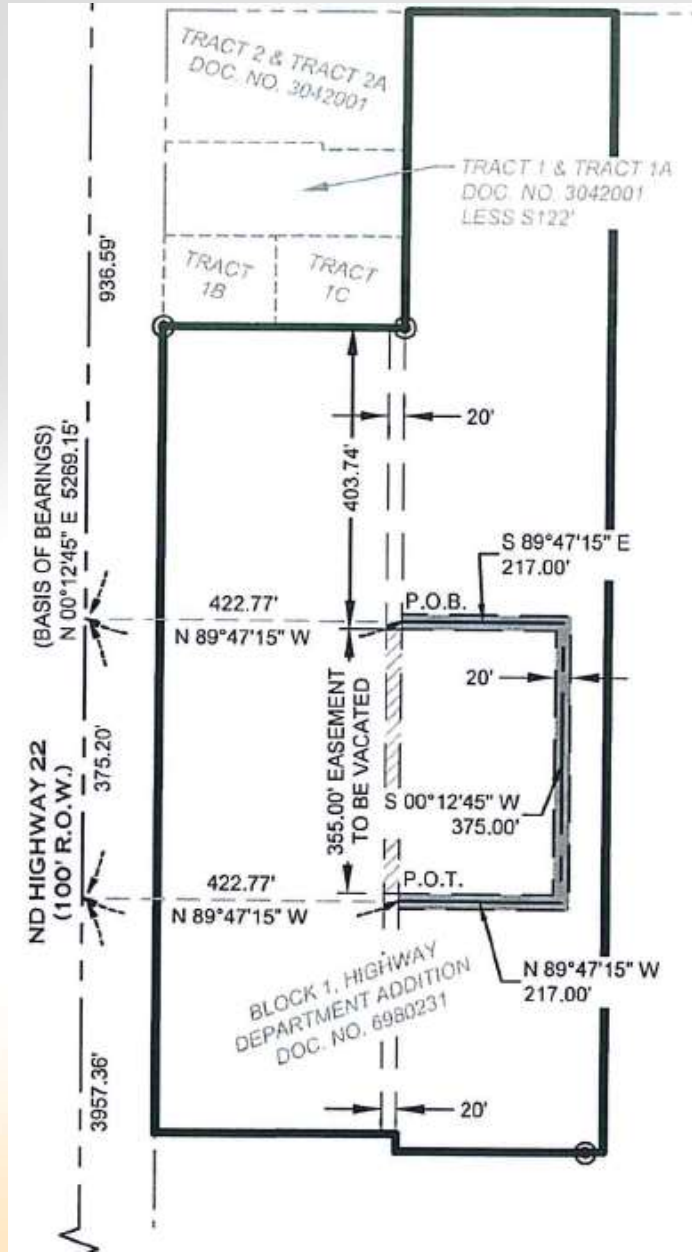
On this ____ day of March 2024, before me personally appeared **Scott Decker** and **Dustin Dassinger**, known to me, respectively, as the President of the Board of City Commissioners of the City of Dickinson and the City Administrator of the City of Dickinson, and who executed the within and foregoing document and acknowledged to me that the City of Dickinson executed the same.

 Notary Public

Block 1, Highway Department Addition Easement Vacation



Block 1, Highway Department Addition Easement Vacation



**UTILITY EASEMENT
CABLE TELEVISION, COMMUNICATION, ELECTRIC, AND GAS LINES**

THIS EASEMENT, made this 30th day of January, 2024, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a Delaware Corporation, QWEST CORPORATION D/B/A CENTURYLINK, a Colorado Corporation, SIOUX FALLS CABLE TELEVISION D/B/A MIDCONTINENT COMMUNICATIONS, a South Dakota General Partnership, and ROUGHRIDER ELECTRIC COOPERATIVE, INC., a North Dakota Cooperative Corporation, and CONSOLIDATED TELCOM, COOPERATIVE, a North Dakota Cooperative Corporation, hereinafter referred to as "COMPANIES", and the STATE OF NORTH DAKOTA DEPARTMENT OF TRANSPORTATION, whose post office address is 608 E. Boulevard Avenue, Bismarck, ND 58505, hereinafter referred to as "OWNER".

WITNESSETH, That for valuable consideration received, OWNER does hereby grant unto Companies for 99 years, jointly and severally, its and their respective successors and assigns, an easement to construct thereon, and thereafter reconstruct, increase the capacity of, operate, inspect, protect, maintain, repair, replace and remove such communication, electric, and natural gas systems as the Companies may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, surface testing terminals, repeaters, repeater housings, markers, transformers, pedestals, pipelines, and other facilities used in the construction, operation, maintenance, increasing the capacity of, repair, replacement, and removal of said communication, electric, and natural gas systems, upon, over, under, and across following-described real estate, to wit:

See the Utility Easement Description on the attached Utility Easement exhibit.

OWNER, its successors and assigns, hereby grants to Companies, jointly and severally, its and their successors and assigns, the right of ingress and egress at all reasonable times over and across the lands of Owner, to and from said strip of land for the purpose of exercising the rights herein granted and to place surface markers within said strip.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created or constructed, any obstruction, building, engineering works or other structures upon, over or under the strip of land herein described or that would interfere with the herein stated uses, or Companies' rights hereunder.

COMPANIES agree that any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by the construction and maintenance of said communication, electric and/or natural gas systems will be paid for by the responsible Company. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by the responsible Company and

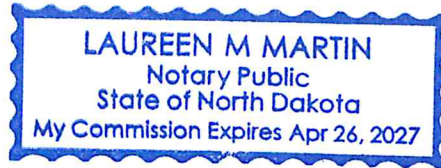
one by Owner; these two shall select a third person. The award determined by these three persons shall be final and conclusive.

IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written.

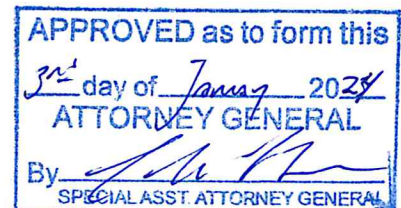
North Dakota Department of Transportation

Matt Henneman
for Ron Henke, P.E. - Director

STATE OF North Dakota)
) ss
COUNTY OF Burleigh)

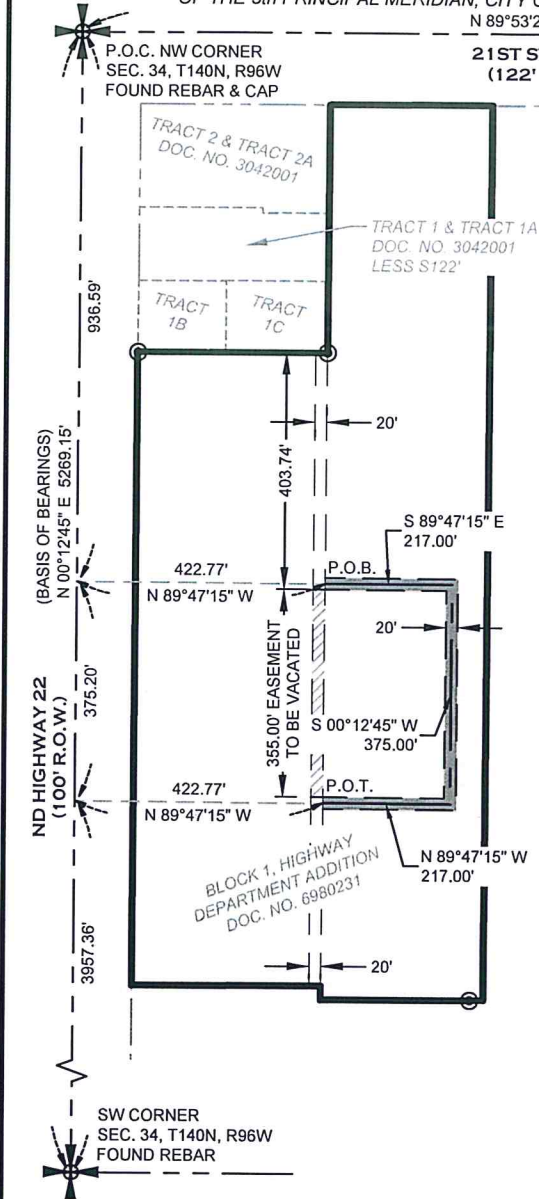


On this 30 day of January, 2029, before me personally appeared Matt Henneman Deputy for engineering ~~Ron Henke, P.E.~~, the Director of the North Dakota Department of Transportation who is the OWNER described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.



UTILITY EASEMENT

BLOCK 1, HIGHWAY DEPARTMENT ADDITION, NW¹/₄ SECTION 34, TOWNSHIP 140 NORTH, RANGE 96 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA
N 89°53'20" E 2633.78'



UTILITY EASEMENT DESCRIPTION

A TWENTY FOOT (20') STRIP OF LAND IN BLOCK ONE (1) OF THE HIGHWAY DEPARTMENT ADDITION LOCATED IN THE NORTHWEST QUARTER (NW¹/₄) OF SECTION THIRTY-FOUR (34), TOWNSHIP ONE-HUNDRED FORTY NORTH (T140N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA HAVING TEN FEET (10') ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THIRTY-FOUR (34); THENCE S 00°12'45" W ALONG THE WEST LINE OF SAID SECTION THIRTY-FOUR (34), A DISTANCE OF 936.59 FEET; THENCE N 89°47'15" W LEAVING SAID WEST LINE, A DISTANCE OF 422.77 FEET TO THE POINT OF BEGINNING; THENCE S 89°47'15" E, A DISTANCE OF 217.00 FEET; THENCE S 00°12'45" W PARALLEL TO SAID WEST SECTION LINE, A DISTANCE OF 375.00 FEET; THENCE N 89°47'15" W, A DISTANCE OF 217.00 FEET TO THE POINT OF TERMINUS.

SAID STRIP OF LAND CONTAINS 0.40 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

SURVEY NOTES

- DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS WEST LINE OF THE NORTHWEST QUARTER (NW¹/₄) OF SECTION THIRTY-FOUR (34) WITH THE BEARING BEING N 00°12'45" E, THAT WAS LOCATED BY A GPS OBSERVATION FROM LAT: N46°51'42.38124" / LONG: W102°47'24.24987", BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.



SCALE: 1" = 250'

LEGEND

- PROPERTY BOUNDARY
- SECTION LINE
- EXISTING RIGHT-TO-TRAVEL LINE
- EXISTING UTILITY EASEMENT
- PROPOSED UTILITY EASEMENT
- VACATED UTILITY EASEMENT
- CENTER LINE
- SECTION CORNER
- FOUND PROPERTY CORNER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS

I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

HIGHLANDS ENGINEERING
OFFICE: 701.483.2444
WWW.HIGHLANDSENG.COM

SURVEY REQUESTED BY: ND DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER: 231195	SCALE.: 1"=250'
DRAWN BY: AJA	DATE: 12/12/23
SHEET NUMBER: 1 of 1	



ENGINEERING MEMORANDUM

March 14, 2024

RE: March 19th Commission Meeting

Utility Easement Vacation – Block 1, Highway Department Addition

For your consideration is an easement vacation petition which will vacate 355-feet of an existing 20-foot wide easement that runs North-South through the Block 1 of the Highway Department Addition to allow for a future building which is to be constructed within this vacated area. Since MDU has an existing gas line through this existing easement, a proposed u-shaped easement is being provided for the relocation of this gas line as shown by the sketch included with the vacation petition. This easement includes all public utilities even though MDU is the only one with utilities here currently. The new easement document has been signed (see attached) and will be recorded upon approval of the easement vacation petition.

The city engineering and development team staff recommends approval.





City of Dickinson
Petition for Vacation
38 1st Street W | Dickinson, ND
701-456-7000
Fee: \$250.00

(We) the undersigned certify that we are all adjoining property owners and request the City Commission to vacate (street, alley, easement, plat) located at:

The south 355.00' of the north 758.74' of the existing easement within Block 1, Highway Department Addition.

For the Reason:

The NDDOT has future plans to construct a storage building that would be located over this easement.

North Dakota Department of Transportation

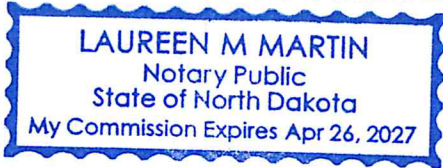
For *Ron Henke* *01/30/24*
Ron Henke, P.E. - Director Signature Line

State of North Dakota)

County of Burleigh) :ss

_____, being first duty sworn, deposes and says as follows: That he/she has read the within and foregoing Petition and knows the contents thereof, and that the same are true to the best of his/her knowledge, information and belief.

Subscribed and sworn to before me this *30* day of *January*, *2024*



Laureen M Martin
_____, Notary Public
Burleigh County, North Dakota
My Commission Expires: *4/26/2027*

Signatures of Adjoining Property Owners
(add more pages if needed)

Address, Lot, Block and Addition

The following utility companies have been notified and by the respective signature are not opposed to the vacation:

MDU (Gas Department)

MDU (Electric Department)

Century Link (701-690-2079)

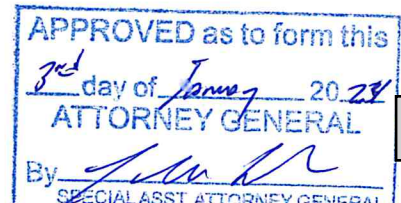
Roughrider Electric

Consolidated Telephone

Consolidated Cable Vision

Midcontinent Communications

City of Dickinson





City of Dickinson
Petition for Vacation
38 1st Street W | Dickinson, ND
701-456-7000
Fee: \$250.00

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The south 355.00' of the north 758.74' of the existing easement within Block 1, Highway Department Addition.

For the Reason:

The NDDOT has future plans to construct a storage building that would be located over this easement.

North Dakota Department of Transportation

[Signature] 01/30/24
For Ron Henke, P.E. - Director Signature Line

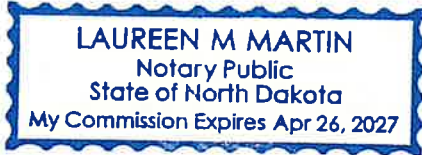
State of North Dakota)

:SS

County of Burleigh)

_____, being first duty sworn, deposes and says as follows: That he/she has read the within and foregoing Petition and knows the contents thereof, and that the same are true to the best of his/her knowledge, information and belief.

Subscribed and sworn to before me this 30 day of January, 2024



[Signature]
_____, Notary Public

Burleigh County, North Dakota

My Commission Expires: 4/26/2027

Signatures of Adjoining Property Owners
(add more pages if needed)

Address, Lot, Block and Addition

The following utility companies have been notified and by the respective signature are not opposed to the vacation:

[Signature]

MDU (Gas Department)

[Signature]

MDU (Electric Department)

Century Link (701-690-2079)

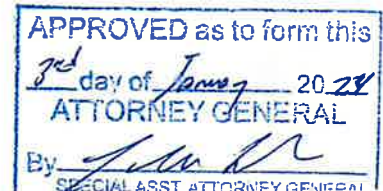
Roughrider Electric

Consolidated Telephone

Consolidated Cable Vision

Midcontinent Communications

City of Dickinson





City of Dickinson
Petition for Vacation
38 1st Street W | Dickinson, ND
701-456-7000
Fee: \$250.00

(We) the undersigned certify that we are all adjoining property owners and request the City Commission to vacate (street, alley, easement, plat) located at:

The south 355.00' of the north 758.74' of the existing easement within Block 1, Highway Department Addition.

For the Reason:

The NDDOT has future plans to construct a storage building that would be located over this easement.

North Dakota Department of Transportation

Signature of Ron Henke, P.E. - Director dated 01/30/24

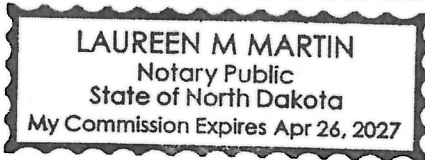
State of North Dakota)

:ss

County of Burleigh)

being first duty sworn, deposes and says as follows: That he/she has read the within and foregoing Petition and knows the contents thereof, and that the same are true to the best of his/her knowledge, information and belief.

Subscribed and sworn to before me this 30 day of January, 2024



Signature of Laureen M Martin, Notary Public, Burleigh County, North Dakota, My Commission Expires: 4/26/2027

Signatures of Adjoining Property Owners (add more pages if needed)

Address, Lot, Block and Addition

The following utility companies have been notified and by the respective signature are not opposed to the vacation:

MDU (Gas Department)

Signature of Century Link (701-690-2079)

MDU (Electric Department)

Roughrider Electric

Consolidated Telephone

Consolidated Cable Vision

Midcontinent Communications

City of Dickinson

APPROVED as to form this 3rd day of January 2024 ATTORNEY GENERAL By [Signature] SPECIAL ASST ATTORNEY GENERAL



City of Dickinson
Petition for Vacation
38 1st Street W | Dickinson, ND
701-456-7000
Fee: \$250.00

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For the Reason:

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North Dakota Department of Transportation

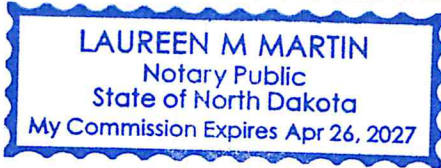
For Ron Henke, P.E. - Director Signature Line 01/30/24

State of North Dakota)

County of Burleigh)

being first duty sworn, deposes and says as follows: That he/she has read the within and foregoing Petition and knows the contents thereof, and that the same are true to the best of his/her knowledge, information and belief.

Subscribed and sworn to before me this 30 day of January, 2024



Laureen M Martin, Notary Public
Burleigh County, North Dakota
My Commission Expires: 4/26/2027

Signatures of Adjoining Property Owners
(add more pages if needed)

Address, Lot, Block and Addition

The following utility companies have been notified and by the respective signature are not opposed to the vacation:

MDU (Gas Department)

MDU (Electric Department)

Century Link (701-690-2079)

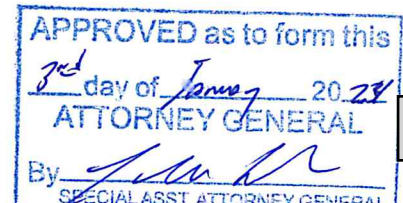
Joseph Hebertson
Roughrider Electric

Consolidated Telephone

Consolidated Cable Vision

Midcontinent Communications

City of Dickinson





City of Dickinson
Petition for Vacation
38 1st Street W | Dickinson, ND
701-456-7000
Fee: \$250.00

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For the Reason:

The NDDOT has future plans to construct a storage building that would be located over this easement.

North Dakota Department of Transportation

[Signature] 01/30/24
for Ron Henke, P.E. - Director Signature Line

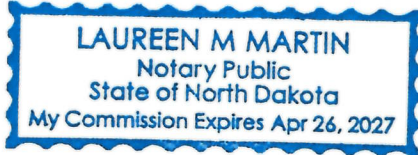
State of North Dakota)

:ss

County of Burleigh)

_____, being first duty sworn, deposes and says as follows: That he/she has read the within and foregoing Petition and knows the contents thereof, and that the same are true to the best of his/her knowledge, information and belief.

Subscribed and sworn to before me this 30 day of January, 2024



[Signature]
_____, Notary Public
Burleigh County, North Dakota
My Commission Expires: 4/26/2027

Signatures of Adjoining Property Owners
(add more pages if needed)

Address, Lot, Block and Addition

The following utility companies have been notified and by the respective signature are not opposed to the vacation:

MDU (Gas Department)

MDU (Electric Department)

Century Link (701-690-2079)

Roughrider Electric

[Signature]

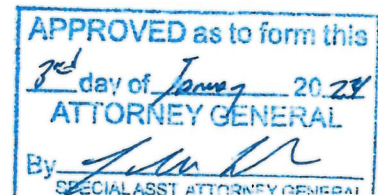
[Signature]

Consolidated Telephone

Consolidated Cable Vision

Midcontinent Communications

City of Dickinson





City of Dickinson
Petition for Vacation
38 1st Street W | Dickinson, ND
701-456-7000
Fee: \$250.00

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For the Reason:

The NDDOT has future plans to construct a storage building that would be located over this easement.

North Dakota Department of Transportation

Matt Jensen 01/30/24
For Ron Henke, P.E. - Director Signature Line

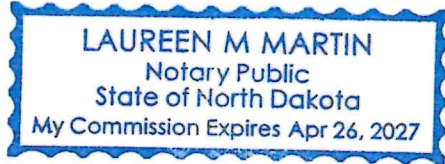
State of North Dakota)

:ss

County of Burleigh)

_____, being first duty sworn, deposes and says as follows: That he/she has read the within and foregoing Petition and knows the contents thereof, and that the same are true to the best of his/her knowledge, information and belief.

Subscribed and sworn to before me this 30 day of January, 2024



Laureen M Martin
_____, Notary Public
Burleigh County, North Dakota
My Commission Expires: 4/26/2027

Signatures of Adjoining Property Owners
(add more pages if needed)

Address, Lot, Block and Addition

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MDU (Electric Department)

Century Link (701-690-2079)

Roughrider Electric

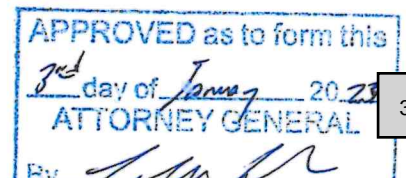
Consolidated Telephone

Consolidated Cable Vision

Randy Heaton

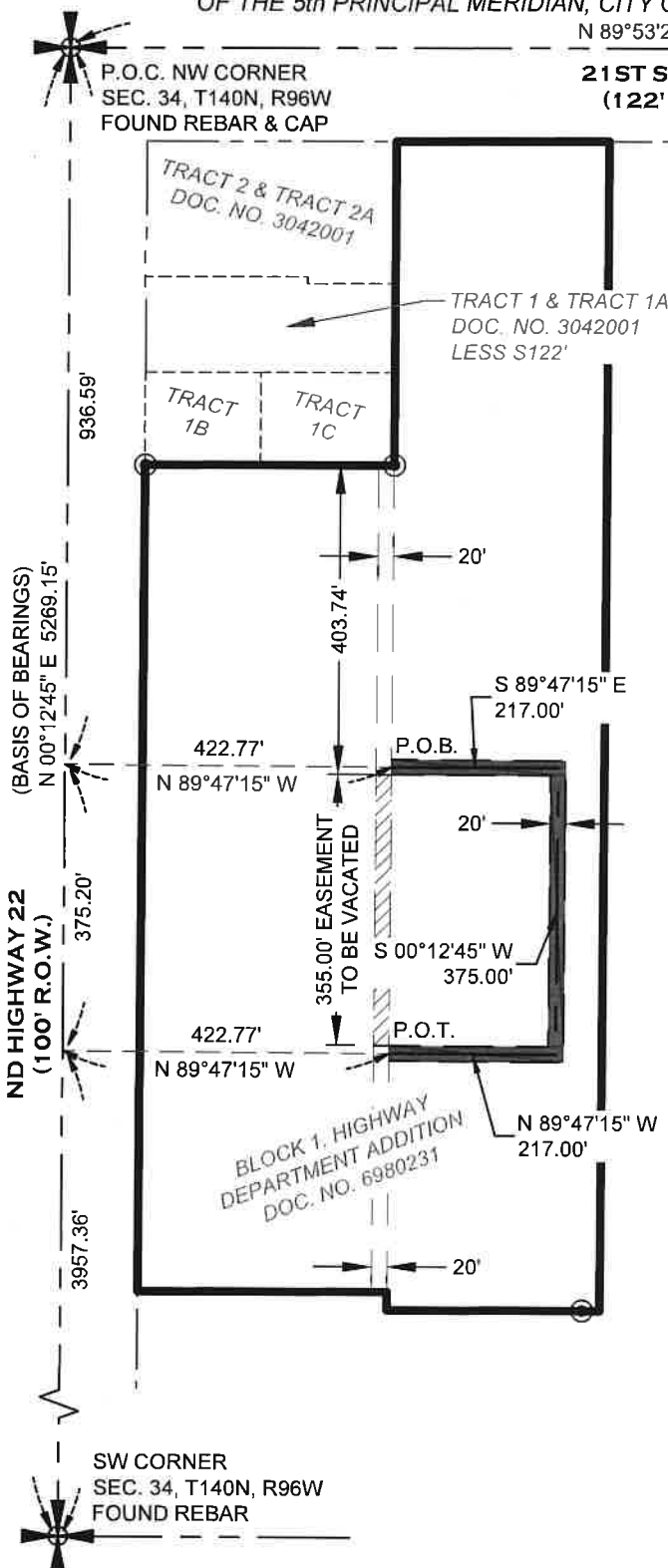
Midcontinent Communications

City of Dickinson



UTILITY EASEMENT

BLOCK 1, HIGHWAY DEPARTMENT ADDITION, NW¼ SECTION 34, TOWNSHIP 140 NORTH, RANGE 96 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA
 N 89°53'20" E 2633.78'



UTILITY EASEMENT DESCRIPTION

A TWENTY FOOT (20') STRIP OF LAND IN BLOCK ONE (1) OF THE HIGHWAY DEPARTMENT ADDITION LOCATED IN THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP ONE-HUNDRED FORTY NORTH (T140N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA HAVING TEN FEET (10') ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THIRTY-FOUR (34); THENCE S 00°12'45" W ALONG THE WEST LINE OF SAID SECTION THIRTY-FOUR (34), A DISTANCE OF 936.59 FEET; THENCE N 89°47'15" W LEAVING SAID WEST LINE, A DISTANCE OF 422.77 FEET TO THE POINT OF BEGINNING; THENCE S 89°47'15" E, A DISTANCE OF 217.00 FEET; THENCE S 00°12'45" W PARALLEL TO SAID WEST SECTION LINE, A DISTANCE OF 375.00 FEET; THENCE N 89°47'15" W, A DISTANCE OF 217.00 FEET TO THE POINT OF TERMINUS.

SAID STRIP OF LAND CONTAINS 0.40 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

SURVEY NOTES

- DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS WEST LINE OF THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-FOUR (34) WITH THE BEARING BEING N 00°12'45" E, THAT WAS LOCATED BY A GPS OBSERVATION FROM LAT: N46°51'42.38124" / LONG: W102°47'24.24987", BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.

LEGEND

- PROPERTY BOUNDARY
- SECTION LINE
- EXISTING RIGHT-TO-TRAVEL LINE
- EXISTING UTILITY EASEMENT
- PROPOSED UTILITY EASEMENT
- VACATED UTILITY EASEMENT
- CENTER LINE
- SECTION CORNER
- FOUND PROPERTY CORNER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS



I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

SURVEY REQUESTED BY: ND DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER: 231195	SCALE.: 1"=250'
DRAWN BY: AJA	DATE: 12/12/23
SHEET NUMBER:	1 of 1

RESOLUTION NO. - 2024

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

WHEREAS, an application for vacation of a certain utility easement has been filed by the adjoining property owner thereof; and

WHEREAS, such application for vacation of a utility easement has been signed by all affected public utility companies reasonably expected to have use of such utility easement, indicating their consent to the vacation of such utility easement; and

WHEREAS, such application for vacation of a utility easement has been signed by the City of Dickinson Engineering Department, the City Engineer having consented to the vacation of such utility easement; and

WHEREAS, the City Engineer, finding the application to be in proper order, and pursuant to Dickinson City Code §34.120, has heretofore caused a Notice of Hearing on such application to be duly published in the official newspaper of the City, such publication occurring on March 12, 2024; and

WHEREAS, the matter came on regularly to be heard before the Board of City Commissioners on March 19, 2024, a day not less than seven days following the publication of the Notice of Hearing, at 4:30 p.m., or as soon thereafter as the parties could be heard, in accordance with the Notice of Hearing previously published; and

WHEREAS, the Board of City Commissioners duly having heard and considered the matter, and the Commissioners being fully satisfied and having determined that the vacation of the utility easement herein described is in the best interests of the City of Dickinson, and no objection to such vacation having been filed or presented;

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

1. That certain public utility easement within the City of Dickinson is hereby vacated in accordance with state law and the ordinances of the City of Dickinson, such public utility easement being more particularly described as follows and located in the City of Dickinson, Stark County, North Dakota:

The South 355.00' of the North 758.74' of the existing easement within Block 1, Highway Department Addition, NW1/4 Section 34, Township 140 North, Range 96 West, of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota.

2. Pursuant to Dickinson City Code 34.120(4), this resolution is passed by no less than a two-thirds majority.

- 3. A certified copy of this resolution shall be filed for record and duly recorded on the Office of the Stark County Recorder, Stark County, North Dakota.

Dated this ____ day of March 2024.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger, City Administrator

STATE OF NORTH DAKOTA)
 :ss
COUNTY OF STARK)

On this ____ day of March 2024, before me personally appeared **Scott Decker** and **Dustin Dassinger**, known to me, respectively, as the President of the Board of City Commissioners of the City of Dickinson and the City Administrator of the City of Dickinson, and who executed the within and foregoing document and acknowledged to me that the City of Dickinson executed the same.

Notary Public