



City Commission Meeting Agenda

**Devils Lake City Hall Commission Chambers
423 6th St NE, Devils Lake, 58301**

Monday, March 20, 2023

Meeting Items

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Minutes – March 6, 2023

Awards and Proclamations

- 1) N/A

Public Hearings – 5:30 PM

- 1) N/A

Bid Openings – 5:30 PM

- 1) Devils Lake City Project 230201 – WM 28-23 & WM 29-23 Water Main Replacement

Visitors or Delegations

**Limited to five minutes per guest, unless extended by presiding officer*

- 1) Devils Lake Region Airport – Project Update

Commission Portfolios

Old Business

Consent Agenda

New Business

- 1) Petition for Annexation – 14th St NE & 14th Ave NE
- 2) Ordinance for Annexation – 14th St NE & 14th Ave NE
- 3) Johnson Controls Renewal Agreement
- 4) Fireworks Display – Agreement and Setting of Date

Citizen Comment

Informational Items

- 1) Finance Report – February 2023

Motion to approve payment of the list of bills as submitted.

The City of Devils Lake may convene in an executive session as provided by NDCC 44-04-19.2 to consider and discuss closed or confidential records and information, negotiating strategy or negotiating instructions as provided by NDCC 44-04-19.1, 44-04-19.2, 44-04-18.4.

Minutes of the Devils Lake City Commission

March 6, 2023

The regular meeting of the Devils Lake City Commission was held on March 6, 2023 with the following members present: President Moe, Rob Hach, Dale Robbins, and Jason Pierce.

Commission Robbins moved to approve the minutes of the regular Commission meeting held on February 6, 2022. The motion was seconded by Commissioner Pierce, and the motion carried unanimously.

Commissioner Pierce moved to approve the minutes of the regular Commission meeting held on February 21, 2023. Commissioner Hach seconded the motion, and the motion carried unanimously.

President Moe thanked Samantha Rodriguez-Flores for her 5 years of service and Jason Toso for his 25 years of service with the City of Devils Lake.

Devils Lake Tourism – Suzie Kenner gave an update on how tourism in our region is doing. She mentioned that they recently put together a strategic plan. Their 2022 tax collections were up compared to 2021.

Commissioner Hamre – The City Engineer communicated that there is no update for the Utilities Department.

Commissioner Hach – The City Engineer communicated that there is no update for the Sanitation Department. The City Assessor communicated that he expects that there may be a couple more meetings, so there should be an ordinance proposed in April.

Commissioner Robbins – The City Engineer communicated that there is no update for the Engineering Department. He also communicated that there is also no update for the Street Department.

Commissioner Pierce - The Fire Chief communicated that they have out of state travel that would need to be approved for Dustin Dimmler, Cory Meyer, and TJ Kurtz.

Commissioner Robbins motioned to approve the out of state travel. Commissioner Hach seconded the motion, and the motion carried unanimously. He also brought up that the same firework show that we had last year has increased from last year and that we will have to decide when we want to do that. Commissioner Pierce that the domestic fowl meeting is on Wednesday at 4pm.

The Police Chief communicated that they are starting to build their team to the CAD program.

The City Administrator communicated that there will be a joint City Commission and Ramsey Commission regarding the LEC. This will be on March 13th at 5:30pm. He also communicated that we are getting ready to launch the new website, hopefully this

week. He communicated that our 2021 audit will hopefully be complete by the end of April. A few weeks ago, our servers went down, and the City Assessor lost almost all of the information in Vanguard. They are going to work on getting that put back together in the near future.

Land Acquisition for City Project 230101 – 14th St NE and 14th Ave NE Road Improvements – The City Engineer communicated city limits run down the center of these roadways and the roadways are maintained according to the shared road agreement with North Creel Township. The City has to acquire the property for the road right of way and be responsible for the roadway maintenance once the project is completed.

Commissioner Pierce motioned to approve the land acquisition. Commissioner Hach seconded the motion, and the motion carried unanimously.

Award City Project 230301 – Stromquist Storm Sewer Improvements – The City Engineer communicated that they would like to award the bid to DL Barkie Construction Inc in the amount of \$369,142. This project will be paid for using a combination of sales tax revenues and Municipal Infrastructure fund (prairie dog) dollars. Commissioner Robbins motioned to approve the award and wanted to note that it was within 1% of the Engineer's estimate. Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote.

LEC – Computer Aided Dispatch System Agreement – The City Administrator communicated that \$38,000/year is what the City is expected to spend for the CAD system. Starr communicated that this is just for the yearly cost. Commissioner Pierce motioned to approve the yearly costs. Commissioner Robbins seconded the motion. The motion carried unanimously on a roll call vote.

The Devils Lake City Commission went into executive session to discuss the Law Enforcement Center Joint Powers Agreement. Members of this session are the City Attorney, the City Administrator, Police Chief, President Moe, Commissioner Robbins, Commissioner Pierce, and Commissioner Hach.

Commissioner Pierce moved to approve the list of bills as submitted. The motion was seconded by Commissioner Robbins. The motion carried unanimously on a roll call vote.

SPENCER HALVORSON
CITY ADMINISTRATOR/AUDITOR

JIM MOE
PRESIDENT OF CITY COMMISSION

CALL FOR BIDS

Sealed bids will be received by the Board of City Commissioners until 5:00 pm, March 20th, 2023, for “Devils Lake City Project 230201 – WM 28-23 & WM 29-23 Water Main Replacement”. Bids will be opened and publicly read at Devils Lake City Offices, 423 6th St, Devils Lake, ND, 5:30 pm, March 20th, 2023.

Project includes replacement of existing cast iron water main. Bid items for the project include approximately 300 LF of 6IN water main; 8,300 LF of 8IN water main; 3,450 LF of service line, 129 curb stops, 32 gate valves, 19 fire hydrants, miscellaneous fittings, connections and all other items necessary for installation of water main and connection to existing water system.

Copies of the plans and specifications are available in the office of the City Engineer, City Offices, 423 6th St, PO Box 1048, Devils Lake, ND, 58301. There will be a \$25.00 non-refundable fee for each copy.

The Board of City Commissioners reserve the right to reject any or all bids, to waive technicalities, or to award the project in a manner that is deemed in the best interest of the City.

Each bid must be labeled on the outside of the envelope with the following:

- 1) Name of the person/firm submitting bid.
- 2) Must be marked “Devils Lake City Project 230201 – WM 28-23 & WM 29-23 Water Main Replacement”.
- 3) Each bid must be accompanied by a separate envelope containing the Contractor’s license and bid bond. Bid bond must be equal to five percent (5%) of the full amount of the bid and in the form of a bidder’s bond.

Dated at my office this 21st day of February, 2023

Spencer Halvorson
City Administrator/Auditor

For legals: 3-2-23, 3-9-23, 3-16-23

		Project	Projected	Final	Cost
	Project Description	Year	Cost	Cost	Difference
1	Task Order #1 Programming & Concept Budget Report	2021	\$99,400.00	\$99,400.00	\$0.00
2	Task Order #2 Program Coordination & Scheduling	2021	\$189,470.00	\$77,006.00	\$112,464.00
3	Task Order #2 IFE	2021	\$800.00	\$0.00	IFE in Final Cost Above
4	Task Order #3 ALP Update & Narrative	2021	\$590,621.00	\$590,621.00	\$0.00
5	Task Order #3 IFE	2021	\$5,000.00	\$0.00	IFE in Final Cost above
6	Task Order #4 Environmental Clearance CARES Projects	2021	\$37,851.00	\$35,356.29	\$2,494.71
7	Task Order #5 ARFF-SRE Concept Budget Report	2021	\$83,705.00	\$83,705.00	\$0.00
8	Task Order #8 CARES Topo Survey	2021	\$19,906.00	\$19,906.00	\$0.00
9	Task Order #10 Terminal Expansion Design & Bidding	2021	\$700,930.06	\$700,930.06	\$0.00
10	Task Order #10 IFE	2021	\$10,000.00	\$10,000.00	\$0.00
11	Task Order #11 ARFF-SRE Design and Bidding	2021	\$393,918.48	\$369,244.48	\$24,674.00
12	Task Order #11 IFE	2021	\$10,000.00	\$10,000.00	\$0.00
13	Task Order #12 Reconstruct Terminal Road & Parking Lot	2021	\$97,549.43	\$30,508.60	Project Stopped
14	Task Order #13 Terminal Project Administration & Closeout	2021	\$749,867.00	\$749,867.00	\$0.00
	Consultant Fees Total		\$2,989,017.97	\$2,776,544.43	\$212,473.54
15	Apron & Taxiway Reconstruction	2021	\$1,700,000.00	\$3,156,555.23	\$1,456,555.23
16	Terminal Expansion Project - General - Mech - Electrical	2022	\$6,000,000.00	\$10,398,260.00	\$4,398,260.00
17	Passenger Boarding Bridge	2022	\$1,000,000.00	\$1,936,243.00	\$936,243.00
18	Terminal Furnishings	2022	\$220,000.00	\$220,000.00	\$0.00
19	CARES O&M Costs	2022	\$1,352,000.00	\$1,352,000.00	\$0.00
20	Terminal Contingency Funds	2022	\$263,290.93	\$263,290.93	\$0.00
21	Builders Risk Insurance	2022	\$15,000.00	\$15,000.00	\$0.00
	Project Totals		\$10,550,290.93	\$17,341,349.16	\$6,791,058.23
	Project and Fees Totals		\$13,539,308.90	\$20,117,893.59	\$6,578,584.69
22	Terminal Loop Road and Parking Lot Improvements	2022	\$1,000,000.00		
23	ARFF/SRE Building 12,000 Sq Ft	2022	\$3,500,000.00		
24	High Speed Runway Broom	2023	\$675,000.00		
25	SRE Loader with Attachments	2023	\$800,000.00		
26	Rehabillitate Runway 13-31 HIRL System & Generator	2022	\$1,000,000.00		
27	Rehabillitate Runway 13-31	2022	\$2,000,000.00		
28	Rehabillitate Parallel Taxiway	2022	\$800,000.00		
29	Rehabillitate Concrete Apron	2023	\$500,000.00		
30	Construct GA Hanger	2023	\$2,000,000.00		
31	Wildlife Assessment and Plan Update	2025	\$150,000.00		
	Other Project Totals		\$12,425,000.00	\$0.00	

<u>Funding Source</u>	<u>Amount</u>
CARES Act Grant	\$16,882,607.00
Banked Entitlements and 2022-2023-2024 Entitlements	\$981,369.00
Total Available Funding	\$17,863,976.00
Funding Shortfall	\$2,253,917.59
North Dakota Aeronautics Commision Verbal Commitment	-\$1,126,958.80
Devils Lake Regional Airports Request from the City	-\$1,126,958.80

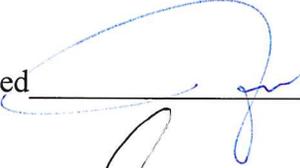
PETITION FOR ANNEXATION OF PROPERTY

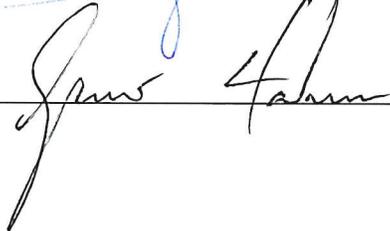
Now comes the undersigned, who is not less than three-fourths of the qualified electors or the owners of not less than three-fourths in assessed value of the property in the territory which is contiguous or adjacent to the City of Devils Lake and not embraced within the limits thereof, which is more particularly described below, and pursuant to North Dakota Century Code Section 40-51.2-03 do hereby petition that the City Commission of Devils Lake, by resolution, shall annex the property defined and described below to the City of Devils Lake.

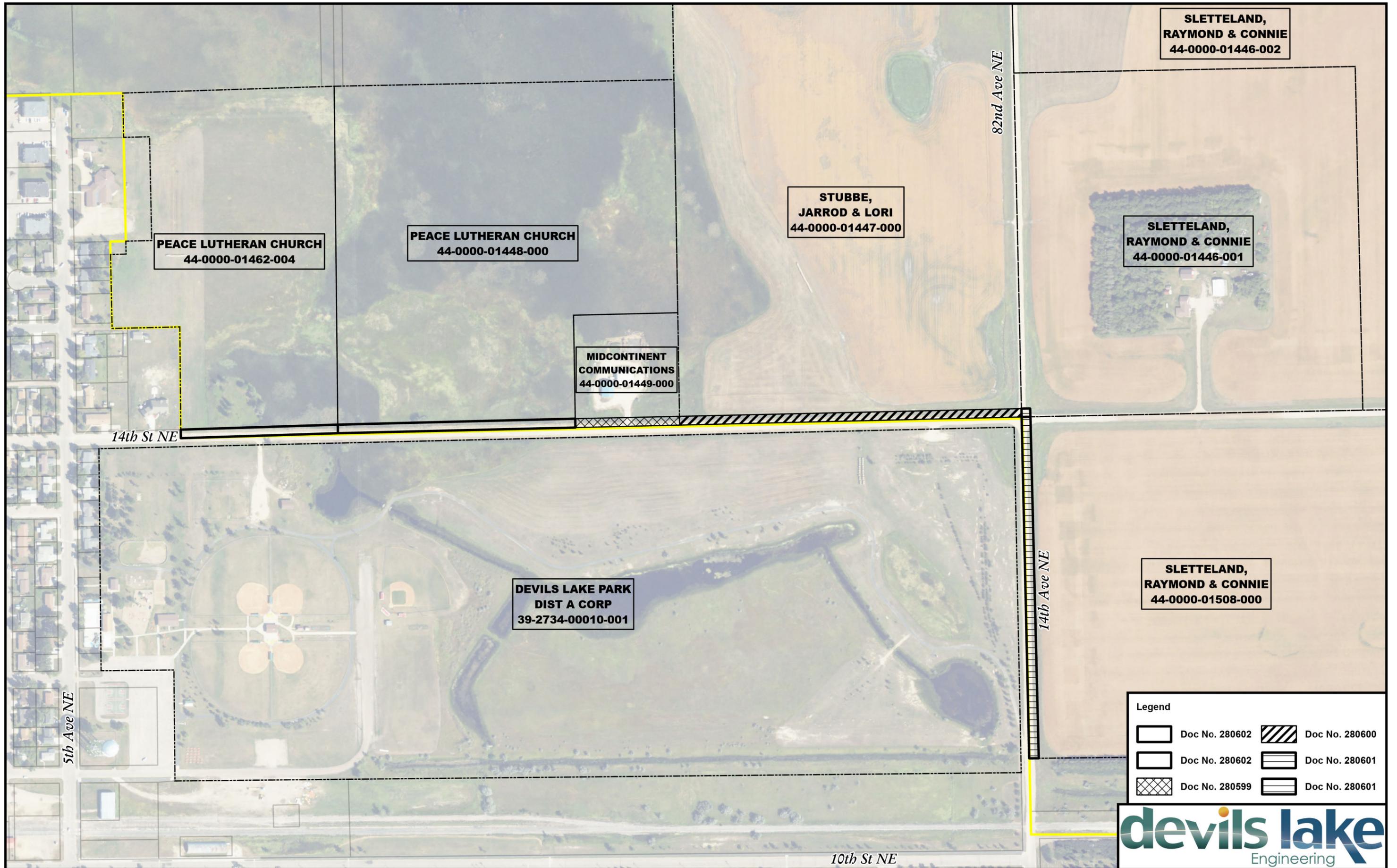
Legal description of property: Those parcels of land described in Documents #280599, #280600, #280601, and #280602, such Documents hereby filed in the office of the Ramsey County Recorder, Devils Lake, ND

The undersigned furthermore requests the said area be zoned as public.

Dated this 16th day of March, 2023.

Signed  _____, Jim Moe, Mayor
City of Devils Lake

Signed  _____, Spencer Halvorson, Administrator
City of Devils Lake



**SLETTELAND,
RAYMOND & CONNIE
44-0000-01446-002**

**STUBBE,
JARROD & LORI
44-0000-01447-000**

**SLETTELAND,
RAYMOND & CONNIE
44-0000-01446-001**

**PEACE LUTHERAN CHURCH
44-0000-01462-004**

**PEACE LUTHERAN CHURCH
44-0000-01448-000**

**MIDCONTINENT
COMMUNICATIONS
44-0000-01449-000**

**SLETTELAND,
RAYMOND & CONNIE
44-0000-01508-000**

**DEVILS LAKE PARK
DIST A CORP
39-2734-00010-001**

Legend

- Doc No. 280602
 Doc No. 280600
- Doc No. 280602
 Doc No. 280601
- Doc No. 280599
 Doc No. 280601

ORDINANCE NO. _____

AN ORDINANCE which will annex to the City of Devils Lake the property described in said ordinance.

BE IT ORDAINED by the City Commission of the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter of the City of Devils Lake, that the City is in receipt of a Petition submitted by the City of Devils Lake as owner of not less than three-fourths (3/4) in assessed value of the property to be annexed, and pursuant to N.D.C.C. § 40-51.2-03, this ordinance is hereby enacted to annex the property set out in said petition and described as follows, to-wit:

Parcels of land situated in Section 26, 27 and 35, Township 154 North, Range 64 West of the 5th p.m., Ramsey County, North Dakota, described as follows:

Those parcels of land described in Documents #280599, #280600, #280601, and #280602, such Documents hereby filed in the office of the Ramsey County Recorder, Devils Lake, ND

Upon annexation, the parcels of land shall be zoned as Public.

Passed First Reading: _____

Passed Second Reading: _____

Final Passage and Adoption: _____

CITY OF DEVILS LAKE

By: _____
Jim Moe, President
Devils Lake City Commission

ATTEST:

Spencer Halvorson
City Administrator/Auditor

PSA Renewal_City of Devil S Lake_460859_May_2023_ - CPQ-361805

Planned Service Agreement

Johnson Controls
14200 E Exposition Ave
Aurora Co80012
USA

Proposal Presented On:
03-06-2023



SERVICE SOLUTION

Customer #: 460859
City Of Devil's Lake
Date: 6-Mar-23
Proposal #: CPQ-361805
Term: 1-May-23 to 30-Apr-26
External Contract #: 875429 R02-NOV-2022
Subscription ERP #:

Billing Customer:
 City Of Devil's Lake
 423 6TH ST NE
 Po Box 1048
 DEVILS LAKE, ND 58301-1048

Service Location:
 Senior Citizens Center
 202 4th Ave NE,
 Devils Lake, ND 58301-3020

Johnson Controls Fire Protection LP
Sales Representative:
 Adrian Randall
 14200 E Exposition Ave
 Aurora Co 80012
 adrian.julius.randall@jci.com
 (720) 891-5564

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-GENERIC PANEL
 OTHER OP PANEL FIRE ALARM SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: IP (Internet)

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING Total: \$546.35



SERVICE SOLUTION

Customer #: 460859
City Of Devil's Lake
Date: 6-Mar-23
Proposal #: CPQ-361805
Term: 1-May-23 to 30-Apr-26
External Contract #: 875413 R02-NOV-2022
Subscription ERP #:

Billing Customer:
 City Of Devil's Lake
 423 6TH ST NE
 Po Box 1048
 DEVILS LAKE, ND 58301-1048

Service Location:
 City Of Devil's Lake
 423 6th St NE, Po Box 1048
 Devils Lake, ND 58301-2521

Johnson Controls Fire Protection LP
Sales Representative:
 Adrian Randall
 14200 E Exposition Ave
 Aurora Co 80012
 adrian.julius.randall@jci.com
 (720) 891-5564

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-SIMPLEX 4006
SIMPLEX 4006 SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: IP (Internet)

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING Total: \$546.35

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



SERVICE SOLUTION

SUMMARY OF SERVICES

ALARM & DETECTION- MONITORING

SYSTEM-FA-GENERIC PANEL

SYSTEM-FA-SIMPLEX 4006

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City Of Devil's Lake** and is effective **1-May-23** (the "Effective Date") to **30-Apr-26** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,092.70 - **Proposal #:** CPQ-361805

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	05/01/2023 - 04/30/2024	\$1,092.70
2	05/01/2024 - 04/30/2025	\$1,092.70
3	05/01/2025 - 04/30/2026	\$1,092.70

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

- PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____
- AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____



SERVICE SOLUTION

City Of Devil's Lake	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: (720) 891-5564
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no**

guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. **Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.**

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for fourhour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other

commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions."

Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's

Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES.** In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general/tos>.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be

responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW**

THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM

SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.

No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B.

Company as Controller: Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of March, 2023, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Devils Lake, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$22,500.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4, 2023 at approximately 10:00 p.m., weather permitting. **TBD**

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ _____ in full by _____ (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$ _____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ___5% ___10%
X ___15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of To Be Determined or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the North Dakota District Court in and for Ramsey County, North Dakota. The North Dakota District Court in and for Ramsey County, North Dakota shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the North Dakota District Court in and for Ramsey County, North Dakota.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____



DISPLAY INFORMATION

Please complete the following information printed in **RED**:

Display Date: _____ Rain Date: _____

Time of Display: _____

Name of **Organization Purchasing** Display: _____

Billing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

Name of **Contact Person**: _____

Contact Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

Send **Invoice** to: _____

Billing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

FOR SALES REPRESENTATIVE

J&M Fired 1.4G 1.3G PROXIMATE HAND FIRE FLAME

Sales Representative: _____ **Insurance Extension:** YES or NO

Delivery Information: Customer Pick Up At: _____ On-Site Delivery:

Driver Name: _____ Telephone: _____

Delivery Address to Shoot Site: _____

Delivery to Bunker: Location: _____

Shooter Contact Person: _____ Telephone: _____

NOTES: _____

Proposal # _____ **Final Show \$:** _____

Bonuses: _____ Prepayment _____ Multiple Year Agreement _____ Pick Up Mileage: _____ (by air miles)

OFFICE USE ONLY O# _____ C# _____ Customer PO# _____

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Full payment	<input type="checkbox"/> Down payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IQ received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit Exp. _____	<input type="checkbox"/> S/P _____	Date _____ Check# _____	Date: _____ Check# _____



FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

RETURN TO: **dianah@jandmdisplays.com, kathys@jandmdisplays.com**
Fax: 267-392-3890 or mail to J&M Displays, Inc.
18064 170th Avenue, Yarmouth, IA 52660

- Show Work Comp
- Special Instructions

CERTIFICATE HOLDER (NAMED INSURED): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

EFFECTIVE DATE(S): _____ RAIN DATE: _____

ADDITIONAL NAMED INSURED:

1. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

2. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

3. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

4. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

TYPE OF SHOW: (Check all that apply.) INDOOR PROXIMATE FLAME OUTDOOR 1.4G CONSUMER 1.3G DISPLAY 1.1G DISPLAY (12" & 16")

LOCATION OF EVENT: _____

DRAW A DIAGRAM of the shooting area using Google Earth Software and attach showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Distance to nearest exposure _____ ft.

Distance to spectators _____ ft.

Distance to nearest vehicle _____ ft.

Are there fallout spotters? YES NO

Size of largest shell being shot: _____ inches

Name of designated Pyrotechnician: _____

FIREWORKS WARRANTY:

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum radius of 70 ft per inch of shell diameter for 1.3G shows.
2. All displays will be aimed away from spectators.
3. Fireworks that have been wet at any time prior to display will not be used.
4. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
5. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
6. Firing area will be inspected by the sponsoring organization at first light the following day.
7. Pyrotechnicians are specifically excluded from all liability coverage.
8. Any claims must be reported to the Yarmouth, Iowa office in writing within 24 hours of the incident.



INSTRUCTIONS ON HOW TO COMPLETE THE FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE



- 1 Certificate Holder (named insured).** This should be the organization/person to whom the certificate of insurance should be mailed to. Usually will be the same as the organization/person who is purchasing the display.
- 2 Address, City, State, Zip.** This should be the address of the Certificate Holder.
- 3 Phone, Fax.** This should be numbers of the person completing this form so contact can be made if any questions.
- 4 Effective Date(s).** This is the date(s) of your fireworks display.
- 5 Rain Date.** This is the date that your fireworks display will be rescheduled to in the case of inclement weather.
- 6 Additional Named Insured.** Additional insured are usually the certificate holder as well as any land owners from which the display will be fired. Sometimes cities or counties have special requirements as to who they must have listed in order to obtain a permit. Include addresses and what their interest in your event is. Example: land owner.
- 7 Type of show.** Circle all that apply.
- 8 Location of Event.** Example: Kossuth Park, Mediapolis, Iowa.
- 9 Diagram.** Draw a diagram of the firing area indicating mortar placement, planned directions of shooting, any buildings or obstacles (exposures), and where the audience will be located. Measurements are required. They are necessary to make sure that NFPA safe distance requirements are met. If J & M Displays is firing the show for you, speak with your sales representative for help with this section.
- 10 Fall Out Spotters.** If you are firing your own show, will you have people whose only job is to watch where the fall out is landing? If this is a J & M fired display, there will always be fall out spotters.
- 11 Largest Shell.** You can find the size of the largest shell being fired in your show by looking in your proposal, catalog assortment or ask your J & M sales representative.
- 12 Name of Designated Pyrotechnicians.** Name of the person in charge of firing this display.
- 13 Read the Fireworks Warranty and then sign and date at the bottom of the page.**
- 14 Use Google Earth to Draw Diagram**

EXAMPLE SITE DIAGRAM



J&M Displays, Inc. Loyalty Program

The J&M Displays, Inc. Loyalty Program is designed to reward J&M customers who purchase their fireworks from J&M Displays on a consistent annual basis by adding a percentage of Bonus Fireworks to their display.

J&M Displays will provide bonus product in an amount based on the total dollars of fireworks purchased for a given year. The bonus product will be of like quality and condition as the 1.3G (Class B) or 1.4G (Class C) fireworks purchased for the given year.

- 1st year: Bonus product equaling a dollar value of **5%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- 2nd year: Bonus product equaling a dollar value of **10%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- 3rd year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.).

The customer will remain at the Bonus Level of **15%** after three years of consecutive business for as long as they continue to order from J&M Displays annually. If a year is missed then the bonus percentage will begin over at 5%.

The program does not guarantee the same prices each year or the same quantity of shells. Neither does it obligate either party to do business together annually.

The goal of this program is to reward customer loyalty by adding Bonus Fireworks to their annual displays without the complications of a binding contract.

FUND BALANCE REPORT February-23

FUND	NAME	BEG. BAL	REVENUES	TRAN. IN	EXPENSES	TRAN. OUT	BALANCE
1000	GENERAL	3,848,379	1,501,358	0	1,231,859	16,666	4,101,212
	TOTAL GENERAL FUND	3,848,379	1,501,358	0	1,231,859	16,666	4,101,212
2001	HIGHWAY DISTRIBUTION	427,717	75,048	0	89,704	0	413,060
2003	CITY SHARE SPECIAL ASSESSMENT	(474)	15	0	0	0	(459)
2006	EMERGENCY	72,957	0	0	0	0	72,957
2008	CEMETERY	133,392	15,651	0	11,106	0	137,938
2010	TEMPORARY EMPLOYEES FUND	5,000	0	0	0	0	5,000
2012	EQUIPMENT RESERVE	2,814,392	6,387	0	0	0	2,820,779
2021	SPECIAL ASSESSMENT CITY PROPERTY	0	0	0	0	0	0
2034	ECONOMIC DEVELOPMENT	379,811	46,001	0	0	0	425,811
2039	FIRE HOMELAND SEC GRANT	0	0	0	0	0	0
2042	ASSET FORFEITURE BUY FUND	2,927	0	0	0	0	2,927
2043	ND DOT POLICE GRANTS	7,993	0	0	0	0	7,993
2044	OPIOID SETTLEMENT	1,641	3,240	0	0	0	4,881
5001	SPECIAL ASSESSMENT DEFICIENCY	49,652	0	0	0	0	49,652
8002	LIBRARY	103,368	124,692	0	44,438	0	183,622
8006	PARKING AUTHORITY	53,507	2,640	0	0	0	56,147
8008	CITY BEAUTIFICATION	47,662	0	0	1,485	0	46,177
8009	DL HISTORICAL PRESERVATION	5,290	0	0	0	0	5,290
8010	JOB DEVELOPMENT AUTHORITY	55,814	30,008	0	0	0	85,821
8012	SAAF GRANT	0	3,585	0	0	0	3,585
8013	LAKE REGION GROWTH	767,465	0	0	0	0	767,465
8015	AIRPORT HANGER	67,798	0	0	0	0	67,798
	TOTAL SPECIAL REVENUE FUNDS	4,995,910	307,266	0	146,733	0	5,156,443
4019	FLOOD PROTECTION 1-96	(3,903,648)		0	0	0	(3,903,648)
4220		(2,175)	0	0	0	0	(2,175)
4312	WM IMPR #25-20 - 8TH ST NE	(513,568)	0	0	0	0	(513,568)
4313	2021 WATER TOWER MAINT	(421,771)	0	0	0	0	(421,771)
4314	WM 27-22	(567,315)	0	0	194,660	0	(761,975)
4351	2022 CURB GUTTER SIDEWALK	(67,833)	0	0	0	0	(67,833)
4509	STR IMPR 58-15 - 16TH & 17TH ST SE	222,333	0	0	0	0	222,333
4516	STR IMP 67-18-5TH AVE NE & 14TH ST NE	(102,235)	0	0	0	0	(102,235)
4520	STR IMPR 70-19 - WALNUT ST E 8TH AVE NE 1ST	(1,063)	0	0	0	0	(1,063)
4527	STR IMP 77-21 - 16TH ST, 5TH & 8TH AVE	(88,483)	0	0	0	0	(88,483)
4528	STR IMP 78-22	(901,246)	0	0	0	0	(901,246)
4529	COLLEGE DRIVE MILL AND OVERLAY	(120,756)	0	0	1,224	0	(121,980)
4530	220101 MILL AND OVERLAY	(255,552)	0	0	0	0	(255,552)
4531	14 ST NE 7 14 AVE NE GR. OVERLAY	\$ (7,925)	0	0	16,750	0	(24,675)
	TOTAL CAPITAL PROJECT FUNDS	(6,731,237)	0	0	212,634	0	(6,943,871)
2030	PENALTY & INTEREST SPECIAL ASSMT	50,597	0	0	0	0	50,597
2033	INFRASTRUCTURE	441,612	170,860	0	1,343	0	611,130
2045	MUNICIPAL INFRASTRUCTURE	3,662,173	1,152,742	0	0	0	4,814,915
2055	PUB. BUILDING RESERVE	350,000	0	0	0	0	350,000
5005	NON-BONDED DEBT SERVICE	422,394	72,080	0	0	0	494,474
5101	SEWER SEPARATION #1	3,798	0	0	0	0	3,798
5476	SALES TAX REV BONDS 2010	199,601	32,858	0	18,375	0	214,083
5480	REF IMP BONDS 2014	-	0	0	(400)	0	400
5481	SALES TAX REV BONDS 2015	457,117	59,144	0	400	0	515,861
5482	REF IMP BONDS 2015	-	0	0	0	0	0
5483	DEF IMPR WARRANT 2017	134,047	0	0	0	0	134,047
5484	SALES TAX REV BONDS 2017	461,227	26,286	0	400	0	487,114
5485	REF IMPR BOND 2017	79,844	8,110	0	400	0	87,554
5486	DEF IMPR WARRANT 2019	179,948	21,349	0	0	0	201,296
5488	SALES TAX REV BOND 2019	320,261	23,000	0	0	0	343,261
5489	REF IMP BOND 2020A	76,230	23,839	0	0	0	100,070
5492	REF IMP BONDS OF 2021A	964,269	28,707		800		992,176
5493	REF IMP BONDS OF 2022A	239,721.44	32,219		400		271,540

	TOTAL DEBT SERVICE FUNDS	8,042,839	1,651,194	0	21,718	0	9,672,315
5490	LANDFILL CLOSURE	33	0	0	0	0	33
6001	WATER	737,722	163,820		131,952	8,334	761,256
6002	SEWER	581,586	196,469	0	92,267	8,334	677,454
6003	SANITATION	841,584	325,161	0	222,860	6,666	937,218
6006	WATER SOURCE REPLACEMENT	3,425,467	0	0	0	0	3,425,467
	TOTAL PROPRIETARY FUNDS	5,586,391	685,450	0	447,079	23,334	5,801,427
8011	SELF INSURANCE	562,463	131,411	0	174,104	0	519,770
	TOTAL INTERNAL SERVICE FUND	562,463	131,411	0	174,104	0	519,770
9000	DEVILS LAKE REGIONAL AIRPORT	101,378	166,361	40,000	103,162	0	204,578
9029-9038	DL REGIONAL AIRPORT - GRANTS	(1,414,595)	0	0	35,844	0	(1,450,439)
	TOTAL COMPONENT UNIT FUND	(1,313,217)	166,361	40,000	139,005	0	(1,245,861)
9500	LAKE REGION NARCOTICS TASK FORCE	24,899	5,305	0	15,337	0	14,866
	TOTAL AGENCY FUND	24,899	5,305	0	0	0	14,866
	GRAND TOTALS	15,016,427	4,448,345	40,000	2,373,132	40,000	17,076,302

CITY OF DEVILS LAKE
COMBINED CASH INVESTMENT
FEBRUARY 28, 2023

COMBINED CASH ACCOUNTS

9999-000-11105	XPRESS DEPOSIT ACCOUNT	32,431.98
9999-000-11320	BREMER BK CHK #1000488	(1,262,903.26)
9999-000-11900	CASH CLEARING - UTILITIES	(459.11)
	TOTAL COMBINED CASH	<u>(1,230,930.39)</u>
	TOTAL UNALLOCATED CASH	<u>(1,230,930.39)</u>

CASH ALLOCATION RECONCILIATION

2012	ALLOCATION TO EQUIPMENT RESERVE FUND	<u>(713,000.00)</u>
	TOTAL ALLOCATIONS TO OTHER FUNDS	<u>(713,000.00)</u>
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>(713,000.00)</u>

CITY OF DEVILS LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
1000-000-31100	GENERAL PROPERTY TAXES	762,043.13	762,043.13	1,634,500.00	872,456.87 46.6
1000-000-31400	LODGING TAX (2%)	16,747.07	16,747.07	145,000.00	128,252.93 11.6
1000-000-31410	SALES AND USE TAX (1.5%)	269,432.88	269,432.88	1,722,000.00	1,452,567.12 15.7
1000-000-31420	RESTAURANT/LODGING TAX (1%)	52,402.99	52,402.99	300,000.00	247,597.01 17.5
1000-000-31430	SALES TAX - PARK DISTRICT	73,017.02	73,017.02	400,000.00	326,982.98 18.3
	TOTAL TAXES	1,173,643.09	1,173,643.09	4,201,500.00	3,027,856.91 27.9
<u>LICENSES & PERMITS</u>					
1000-000-32110	BEER & LIQUOR LICENSES	25.00	25.00	50,000.00	49,975.00 .1
1000-000-32210	ANIMAL LICENSE & IMPOUND	75.00	75.00	2,000.00	1,925.00 3.8
1000-000-32230	BUILDING PERMITS	837.51	837.51	13,000.00	12,162.49 6.4
1000-000-32240	BLDG PERMITS - EXTRA-TERR.	310.46	310.46	3,000.00	2,689.54 10.4
1000-000-32260	GAMES OF CHANCE PERMITS	405.00	405.00	2,000.00	1,595.00 20.3
1000-000-32290	MISCELLANEOUS PERMITS	.00	.00	2,000.00	2,000.00 .0
	TOTAL LICENSES & PERMITS	1,652.97	1,652.97	72,000.00	70,347.03 2.3
<u>INTERGOVT. REVENUE</u>					
1000-000-33520	STATE CIGARETTE TAX	.00	.00	21,000.00	21,000.00 .0
1000-000-33550	STATE GAMING TAX	.00	.00	5,000.00	5,000.00 .0
1000-000-33620	COUNTY TELECOMMUNICATION	.00	.00	29,088.00	29,088.00 .0
1000-000-33630	STATE AID DISTRIBUTION	118,793.34	118,793.34	700,000.00	581,206.66 17.0
1000-000-33660	FEDERAL GRANTS	1,510.46	1,510.46	.00	(1,510.46) .0
1000-000-33700	COUNTY REIMBURSEMENT	23,230.21	23,230.21	.00	(23,230.21) .0
1000-000-33810	COUNTY-20% ROAD & BRIDGE	6,807.70	6,807.70	12,000.00	5,192.30 56.7
	TOTAL INTERGOVT. REVENUE	150,341.71	150,341.71	767,088.00	616,746.29 19.6
<u>CHARGES & SERVICES</u>					
1000-000-34120	GAS INSPECTION FEES	315.00	315.00	850.00	535.00 37.1
1000-000-34310	STREET MAINT., IMPOUND	5,795.00	5,795.00	25,000.00	19,205.00 23.2
1000-000-34360	CREDIT CARD CONVENIENCE FEE	728.00	728.00	5,000.00	4,272.00 14.6
1000-000-34370	STREET LIGHT UTILITY	20,721.92	20,721.92	130,000.00	109,278.08 15.9
1000-000-34380	MOSQUITO CONTROL	9,988.19	9,988.19	60,000.00	50,011.81 16.7
1000-000-34610	CABLE TV FRANCHISE - MIDCONTIN	15,740.94	15,740.94	45,000.00	29,259.06 35.0
1000-000-34620	CABLE TV FRANCHISE - NDTC	3,089.15	3,089.15	15,000.00	11,910.85 20.6
	TOTAL CHARGES & SERVICES	56,378.20	56,378.20	280,850.00	224,471.80 20.1

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
1000-000-41500	7,131.20	7,131.20	30,000.00	22,868.80	23.8
1000-000-41600	1,000.00	1,000.00	12,000.00	11,000.00	8.3
1000-000-42400	.00	.00	20,000.00	20,000.00	.0
1000-000-43110	.00	.00	13,000.00	13,000.00	.0
1000-000-43130	.00	.00	3,000.00	3,000.00	.0
1000-000-43200	.00	.00	100.00	100.00	.0
1000-000-43210	(168.35)	(168.35)	2,000.00	2,168.35	(8.4)
1000-000-43220	.00	.00	108,000.00	108,000.00	.0
1000-000-43250	1,944.22	1,944.22	3,000.00	1,055.78	64.8
1000-000-43320	.00	.00	15,000.00	15,000.00	.0
1000-000-43330	9,436.04	9,436.04	45,000.00	35,563.96	21.0
1000-000-43600	4,064.28	4,064.28	25,000.00	20,935.72	16.3
1000-000-43910	20,220.90	20,220.90	105,000.00	84,779.10	19.3
1000-000-43990	75.00	75.00	60,000.00	59,925.00	.1
1000-000-44900	4,465.31	4,465.31	10,000.00	5,534.69	44.7
1000-000-44940	72.00	72.00	24,246.00	24,174.00	.3
1000-000-55030	.00	.00	300.00	300.00	.0
1000-000-55070	.00	.00	8,000.00	8,000.00	.0
1000-000-55160	.00	.00	5,700.00	5,700.00	.0
1000-000-55170	9,928.50	9,928.50	40,119.00	30,190.50	24.8
1000-000-55180	.00	.00	10,000.00	10,000.00	.0
1000-000-56200	58,964.76	58,964.76	59,995.00	1,030.24	98.3
1000-000-56210	91,439.00	91,439.00	365,756.00	274,317.00	25.0
1000-000-56220	19,801.36	19,801.36	185,000.00	165,198.64	10.7
1000-000-57300	3,290.94	3,290.94	5,000.00	1,709.06	65.8
1000-000-58100	35,637.99	35,637.99	210,000.00	174,362.01	17.0
1000-000-58310	730.00	730.00	20,000.00	19,270.00	3.7
1000-000-58805	73,017.03	73,017.03	400,000.00	326,982.97	18.3
1000-000-58810	16,747.07	16,747.07	145,000.00	128,252.93	11.6
1000-000-58840	52,402.99	52,402.99	300,000.00	247,597.01	17.5
TOTAL NON-DEPARTMENTAL	410,200.24	410,200.24	2,230,216.00	1,820,015.76	18.4
<u>CITY COMMISSION</u>					
1000-110-41100	8,073.24	8,073.24	54,873.00	46,799.76	14.7
1000-110-42200	500.58	500.58	3,402.00	2,901.42	14.7
1000-110-42350	117.13	117.13	796.00	678.87	14.7
1000-110-43400	210.98	210.98	2,000.00	1,789.02	10.6
1000-110-43560	.00	.00	750.00	750.00	.0
TOTAL CITY COMMISSION	8,901.93	8,901.93	61,821.00	52,919.07	14.4

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ASSESSING DEPARTMENT</u>					
1000-144-41100 PERMANENT SALARIES	21,277.10	21,277.10	139,128.00	117,850.90	15.3
1000-144-42100 HEALTH INS. PREMIUMS (BCBS)	5,185.30	5,185.30	40,931.00	35,745.70	12.7
1000-144-42200 FICA EXPENSE	1,226.33	1,226.33	8,626.00	7,399.67	14.2
1000-144-42250 CITY SHARE NDPERS	2,128.26	2,128.26	12,618.91	10,490.65	16.9
1000-144-42350 MEDICARE	286.80	286.80	2,017.00	1,730.20	14.2
1000-144-43330 MAINT./LEASE ON EQ./SOFTWARE	171.20	171.20	1,400.00	1,228.80	12.2
1000-144-43400 EDUCATION & TRAINING	973.20	973.20	5,000.00	4,026.80	19.5
1000-144-44200 OPERATION & MAINT. EXPENSE	10.00	10.00	1,500.00	1,490.00	.7
1000-144-44900 MISCELLANEOUS EXPENSE	1,551.37	1,551.37	100.00	(1,451.37)	1551.4
1000-144-56500 EQUIPMENT (\$500 OR OVER)	.00	.00	1,000.00	1,000.00	.0
TOTAL ASSESSING DEPARTMENT	32,809.56	32,809.56	212,320.91	179,511.35	15.5
<u>ENGINEERING DEPARTMENT</u>					
1000-146-41100 PERMANENT SALARIES	45,794.35	45,794.35	299,748.00	253,953.65	15.3
1000-146-41110 ADDITIVE TO SALARY	300.00	300.00	1,800.00	1,500.00	16.7
1000-146-42100 HEALTH INS. PREMIUMS (BCBS)	7,687.66	7,687.66	43,680.00	35,992.34	17.6
1000-146-42200 FICA EXPENSE	2,846.74	2,846.74	18,696.00	15,849.26	15.2
1000-146-42250 CITY SHARE NDPERS	3,903.49	3,903.49	27,187.14	23,283.65	14.4
1000-146-42350 MEDICARE	665.77	665.77	4,372.00	3,706.23	15.2
1000-146-43400 EDUCATION & TRAINING	50.00	50.00	2,200.00	2,150.00	2.3
1000-146-43560 TELEPHONE	179.62	179.62	1,000.00	820.38	18.0
1000-146-44200 OPERATION & MAINT. EXPENSE	179.62	179.62	6,000.00	5,820.38	3.0
1000-146-44900 MISCELLANEOUS EXPENSE	.00	.00	300.00	300.00	.0
1000-146-56500 EQUIPMENT (\$500 OR OVER)	.00	.00	4,500.00	4,500.00	.0
TOTAL ENGINEERING DEPARTMENT	61,607.25	61,607.25	409,483.14	347,875.89	15.1
<u>CITY HALL</u>					
1000-161-41500 CONTRACT LABOR EXPENSE	1,230.00	1,230.00	7,440.00	6,210.00	16.5
1000-161-43510 ELECTRICITY	1,407.72	1,407.72	10,000.00	8,592.28	14.1
1000-161-43560 TELEPHONE	1,345.06	1,345.06	7,000.00	5,654.94	19.2
1000-161-43570 HEAT	1,164.96	1,164.96	2,000.00	835.04	58.3
1000-161-44100 OFFICE SUP. & POSTAGE	706.54	706.54	2,000.00	1,293.46	35.3
1000-161-44200 OPERATION & MAINT. EXPENSE	63.89	63.89	3,500.00	3,436.11	1.8
1000-161-44210 JANITORIAL SUPPLIES EXPENSE	1,018.07	1,018.07	5,500.00	4,481.93	18.5
1000-161-44900 MISCELLANEOUS EXPENSE	259.78	259.78	.00	(259.78)	.0
TOTAL CITY HALL	7,196.02	7,196.02	37,440.00	30,243.98	19.2

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
1000-220-41100 PERMANENT SALARIES	59,656.81	59,656.81	393,228.00	333,571.19	15.2
1000-220-41110 ADDITIVE TO SALARY	.00	.00	1,800.00	1,800.00	.0
1000-220-41200 TEMP./PART TIME SALARIES	.00	.00	5,000.00	5,000.00	.0
1000-220-41300 OVERTIME SALARIES	1,371.13	1,371.13	.00	(1,371.13)	.0
1000-220-42100 HEALTH INS. PREMIUMS (BCBS)	17,432.62	17,432.62	103,254.00	85,821.38	16.9
1000-220-42110 ANNUAL PHYSICALS	.00	.00	2,000.00	2,000.00	.0
1000-220-42200 FICA EXPENSE	3,818.60	3,818.60	24,690.00	20,871.40	15.5
1000-220-42250 CITY SHARE NDPERS	6,089.52	6,089.52	35,665.78	29,576.26	17.1
1000-220-42300 CITY SHARE DEFERRED COMP.	.00	.00	19,338.00	19,338.00	.0
1000-220-42350 MEDICARE	893.05	893.05	5,774.00	4,880.95	15.5
1000-220-43320 COMPUTER EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
1000-220-43330 MAINT./LEASE ON EQ./SOFTWARE	362.21	362.21	3,200.00	2,837.79	11.3
1000-220-43400 EDUCATION & TRAINING	.00	.00	15,000.00	15,000.00	.0
1000-220-43510 ELECTRICITY	2,851.66	2,851.66	12,000.00	9,148.34	23.8
1000-220-43560 TELEPHONE	1,319.98	1,319.98	6,000.00	4,680.02	22.0
1000-220-43570 HEAT	1,446.00	1,446.00	3,000.00	1,554.00	48.2
1000-220-43600 PUBLISHING/PRINTING/ADVERTISIN	.00	.00	500.00	500.00	.0
1000-220-43700 MEMBERSHIPS & DUES	175.00	175.00	.00	(175.00)	.0
1000-220-44030 TRAINING TOWER EXPENSE	136.32	136.32	2,500.00	2,363.68	5.5
1000-220-44100 OFFICE SUP. & POSTAGE	49.97	49.97	600.00	550.03	8.3
1000-220-44170 DRUG & ALCOHOL TESTING EXP.	.00	.00	500.00	500.00	.0
1000-220-44210 JANITORIAL SUPPLIES EXPENSE	147.35	147.35	2,000.00	1,852.65	7.4
1000-220-44220 CLOTHING & UNIFORMS	258.40	258.40	2,000.00	1,741.60	12.9
1000-220-44240 GAS, OIL, GREASE, ETC.	1,396.31	1,396.31	6,500.00	5,103.69	21.5
1000-220-44260 EQUIPMENT MAINTENANCE	774.90	774.90	15,000.00	14,225.10	5.2
1000-220-44280 TOOLS & EQUIP. EXPENSE	5,228.35	5,228.35	8,000.00	2,771.65	65.4
1000-220-44300 BUILDING MAINT. EXPENSE	372.81	372.81	10,000.00	9,627.19	3.7
1000-220-44900 MISCELLANEOUS EXPENSE	32.50	32.50	2,000.00	1,967.50	1.6
1000-220-44910 VOLUNTEER CLOTHING EXPENSE	.00	.00	5,000.00	5,000.00	.0
1000-220-44920 VOLUNTEER SERVICES	3,678.75	3,678.75	7,000.00	3,321.25	52.6
1000-220-56450 SAFETY EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
1000-220-56500 EQUIPMENT (\$500 OR OVER)	.00	.00	135,000.00	135,000.00	.0
1000-220-58340 GRANT MATCHING FUNDS	(7,535.54)	(7,535.54)	.00	7,535.54	.0
TOTAL FIRE DEPARTMENT	99,956.70	99,956.70	830,049.78	730,093.08	12.0
<u>PUBLIC BUILDINGS</u>					
1000-222-43210 FIRE AND TORNADO	(115.31)	(115.31)	250.00	365.31	(46.1)
1000-222-44200 OPERATION & MAINT. EXPENSE	20.00	20.00	400.00	380.00	5.0
1000-222-44320 MEMORIAL DAY CARE MAINT.	2,058.12	2,058.12	5,000.00	2,941.88	41.2
TOTAL PUBLIC BUILDINGS	1,962.81	1,962.81	5,650.00	3,687.19	34.7

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET DEPARTMENT</u>					
1000-310-41100	48,667.77	48,667.77	326,232.00	277,584.23	14.9
1000-310-41300	2,129.12	2,129.12	5,000.00	2,870.88	42.6
1000-310-42100	16,081.66	16,081.66	95,621.00	79,539.34	16.8
1000-310-42200	3,276.84	3,276.84	20,536.00	17,259.16	16.0
1000-310-42250	4,530.19	4,530.19	6,445.95	1,915.76	70.3
1000-310-42300	.00	.00	23,450.00	23,450.00	.0
1000-310-42350	766.36	766.36	4,803.00	4,036.64	16.0
1000-310-43320	.00	.00	1,500.00	1,500.00	.0
1000-310-43400	.00	.00	500.00	500.00	.0
1000-310-43510	488.37	488.37	3,100.00	2,611.63	15.8
1000-310-43560	650.00	650.00	2,500.00	1,850.00	26.0
1000-310-43570	1,301.49	1,301.49	2,500.00	1,198.51	52.1
1000-310-43600	86.25	86.25	3,000.00	2,913.75	2.9
1000-310-44100	.00	.00	350.00	350.00	.0
1000-310-44170	.00	.00	500.00	500.00	.0
1000-310-44210	.00	.00	400.00	400.00	.0
1000-310-44220	824.54	824.54	1,500.00	675.46	55.0
1000-310-44240	21,750.17	21,750.17	70,000.00	48,249.83	31.1
1000-310-44280	677.66	677.66	7,500.00	6,822.34	9.0
1000-310-44281	111.19	111.19	3,000.00	2,888.81	3.7
1000-310-44300	230.73	230.73	5,000.00	4,769.27	4.6
1000-310-44900	45.00	45.00	1,500.00	1,455.00	3.0
1000-310-56290	.00	.00	5,500.00	5,500.00	.0
1000-310-56380	.00	.00	500.00	500.00	.0
1000-310-56450	.00	.00	2,000.00	2,000.00	.0
1000-310-56500	.00	.00	64,500.00	64,500.00	.0
TOTAL STREET DEPARTMENT	101,617.34	101,617.34	657,437.95	555,820.61	15.5
<u>TRANSFERS IN/OUT</u>					
1000-700-56310	.00	.00	1,500.00	1,500.00	.0
1000-700-57990	16,666.00	16,666.00	16,666.00	.00	100.0
1000-700-58900	.00	.00	25,000.00	25,000.00	.0
TOTAL TRANSFERS IN/OUT	16,666.00	16,666.00	43,166.00	26,500.00	38.6
TOTAL FUND EXPENDITURES	1,248,525.03	1,248,525.03	7,925,488.55	6,676,963.52	15.8
NET REVENUE OVER EXPENDITURES	252,833.34	252,833.34	(306,815.55)	(559,648.89)	82.4

CITY OF DEVILS LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

HIGHWAY DIST.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVT. REVENUE</u>					
2001-000-33530 STATE HIGHWAY TAX DIST.	67,905.62	67,905.62	360,000.00	292,094.38	18.9
TOTAL INTERGOVT. REVENUE	67,905.62	67,905.62	360,000.00	292,094.38	18.9
<u>CHARGES & SERVICES</u>					
2001-000-34320 STREET OPENINGS	7,142.50	7,142.50	3,000.00	(4,142.50)	238.1
TOTAL CHARGES & SERVICES	7,142.50	7,142.50	3,000.00	(4,142.50)	238.1
<u>CHARGES & SERVICES</u>					
2001-700-34320 STREET OPENINGS	.00	.00	25,000.00	25,000.00	.0
TOTAL CHARGES & SERVICES	.00	.00	25,000.00	25,000.00	.0
<u>TRANSFERS IN</u>					
2001-700-39120 EQUIPMENT RESERVE	.00	.00	39,500.00	39,500.00	.0
TOTAL TRANSFERS IN	.00	.00	39,500.00	39,500.00	.0
TOTAL FUND REVENUE	75,048.12	75,048.12	427,500.00	352,451.88	17.6

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

CITY SHARE SPEC. ASSESSMENTS

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	15.00	
TOTAL FUND EQUITY		<u>15.00</u>
TOTAL LIABILITIES AND EQUITY		<u><u>15.00</u></u>

CITY OF DEVILS LAKE
 BALANCE SHEET
 FEBRUARY 28, 2023

CEMETERY

<u>ASSETS</u>		
2008-000-12040	ACCTS. REC. (SPEC/OTHER)	(3,025.00)
	TOTAL ASSETS	(3,025.00)
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
2008-000-21210	ACCOUNTS PAYABLE	294.16
2008-000-22320	DEFERRED COMP.	881.64
	TOTAL LIABILITIES	1,175.80
<u>FUND EQUITY</u>		
	REVENUE OVER EXPENDITURES - YTD	33,091.45
	TOTAL FUND EQUITY	33,091.45
	TOTAL LIABILITIES AND EQUITY	34,267.25

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

CEMETERY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
2008-000-41100	9,720.33	9,720.33	63,576.00	53,855.67	15.3
2008-000-41300	687.76	687.76	3,000.00	2,312.24	22.9
2008-000-42100	3,578.12	3,578.12	.00	(3,578.12)	.0
2008-000-42200	679.35	679.35	4,128.00	3,448.65	16.5
2008-000-42300	881.64	881.64	5,766.00	4,884.36	15.3
2008-000-42350	158.88	158.88	965.00	806.12	16.5
2008-000-42400	.00	.00	500.00	500.00	.0
2008-000-43210	(10.03)	(10.03)	200.00	210.03	(5.0)
2008-000-43320	.00	.00	1,000.00	1,000.00	.0
2008-000-43510	392.86	392.86	2,500.00	2,107.14	15.7
2008-000-43560	114.42	114.42	800.00	685.58	14.3
2008-000-43570	396.69	396.69	1,000.00	603.31	39.7
2008-000-43600	.00	.00	200.00	200.00	.0
2008-000-44100	.00	.00	50.00	50.00	.0
2008-000-44170	.00	.00	120.00	120.00	.0
2008-000-44210	.00	.00	300.00	300.00	.0
2008-000-44220	.00	.00	600.00	600.00	.0
2008-000-44240	1,635.55	1,635.55	6,000.00	4,364.45	27.3
2008-000-44260	104.00	104.00	7,500.00	7,396.00	1.4
2008-000-44280	.00	.00	1,500.00	1,500.00	.0
2008-000-44281	.00	.00	350.00	350.00	.0
2008-000-44300	.00	.00	1,500.00	1,500.00	.0
2008-000-44460	.00	.00	1,500.00	1,500.00	.0
2008-000-44470	.00	.00	3,500.00	3,500.00	.0
2008-000-44900	.00	.00	1,000.00	1,000.00	.0
2008-000-56450	.00	.00	500.00	500.00	.0
2008-000-56500	2,000.00	2,000.00	5,500.00	3,500.00	36.4
TOTAL NON-DEPARTMENTAL	20,339.57	20,339.57	113,555.00	93,215.43	17.9
<u>TRANSFERS IN/OUT</u>					
2008-700-58900	.00	.00	23,000.00	23,000.00	.0
TOTAL TRANSFERS IN/OUT	.00	.00	23,000.00	23,000.00	.0
TOTAL FUND EXPENDITURES	20,339.57	20,339.57	136,555.00	116,215.43	14.9
NET REVENUE OVER EXPENDITURES	33,091.45	33,091.45	10,825.00	(22,266.45)	305.7

CITY OF DEVILS LAKE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

TEMP. EMPLOYEES FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>NON-DEPARTMENTAL</u>						
2010-000-41200	TEMP./PART TIME SALARIES	.00	.00	61,802.00	61,802.00	.0
2010-000-41300	OVERTIME SALARIES	.00	.00	1,000.00	1,000.00	.0
2010-000-42200	FICA EXPENSE	.00	.00	3,894.00	3,894.00	.0
2010-000-42350	MEDICARE	.00	.00	911.00	911.00	.0
2010-000-42400	WORKERS COMP. EXPENSE	.00	.00	2,393.00	2,393.00	.0
	TOTAL NON-DEPARTMENTAL	.00	.00	70,000.00	70,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	70,000.00	70,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF DEVILS LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

EQUIPMENT RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISC. REVENUES</u>						
2012-000-36100	INTEREST EARNINGS	6,386.83	6,386.83	5,000.00	(1,386.83)	127.7
	TOTAL MISC. REVENUES	6,386.83	6,386.83	5,000.00	(1,386.83)	127.7
<u>TRANSFERS IN</u>						
2012-700-39110	LANDFILL CLOSURE DEBT SERVICE	.00	.00	33.00	33.00	.0
2012-700-39120	EQUIPMENT RESERVE	.00	.00	338,802.00	338,802.00	.0
	TOTAL TRANSFERS IN	.00	.00	338,835.00	338,835.00	.0
	TOTAL FUND REVENUE	6,386.83	6,386.83	343,835.00	337,448.17	1.9

CITY OF DEVILS LAKE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SPEC. ASSESSMENT CITY PROPERTY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS IN/OUT</u>						
2021-700-58410	SPECIAL ASSESSMENTS	.00	.00	418.00	418.00	.0
	TOTAL TRANSFERS IN/OUT	.00	.00	418.00	418.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	418.00	418.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	(418.00)	(418.00)	.0

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

PEN & INT ON SPEC ASSESSMENTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
2030-000-31900	PEN. AND INTEREST ON DEL. TAX	575.42	575.42	1,000.00	424.58	57.5
	TOTAL TAXES	575.42	575.42	1,000.00	424.58	57.5
	TOTAL FUND REVENUE	575.42	575.42	1,000.00	424.58	57.5
	NET REVENUE OVER EXPENDITURES	575.42	575.42	1,000.00	424.58	57.5

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

INFRASTRUCTURE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
2033-000-31410	SALES AND USE TAX (1.5%)	170,859.88	170,859.88	1,092,000.00	921,140.12	15.7
	TOTAL TAXES	170,859.88	170,859.88	1,092,000.00	921,140.12	15.7
	TOTAL FUND REVENUE	170,859.88	170,859.88	1,092,000.00	921,140.12	15.7

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023
ECONOMIC DEV.

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	46,000.74	
TOTAL FUND EQUITY		<u>46,000.74</u>
TOTAL LIABILITIES AND EQUITY		<u>46,000.74</u>

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

ECONOMIC DEV.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>NON-DEPARTMENTAL</u>						
2034-000-41000	FDL ADMINISTRATION	.00	.00	50,000.00	50,000.00	.0
2034-000-41050	QUALITY OF LIFE INVESTMENTS	.00	.00	100,000.00	100,000.00	.0
2034-000-42000	DEVILS LAKE CHAMBER	.00	.00	25,000.00	25,000.00	.0
	TOTAL NON-DEPARTMENTAL	.00	.00	175,000.00	175,000.00	.0
<u>TRANSFERS IN/OUT</u>						
2034-700-57410	LOAN POOL	.00	.00	219,000.00	219,000.00	.0
	TOTAL TRANSFERS IN/OUT	.00	.00	219,000.00	219,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	394,000.00	394,000.00	.0
	NET REVENUE OVER EXPENDITURES	46,000.74	46,000.74	(100,000.00)	(146,000.74)	46.0

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

MUNICIPAL INFRASTRUCTURE

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	1,152,741.78	
TOTAL FUND EQUITY		<u>1,152,741.78</u>
TOTAL LIABILITIES AND EQUITY		<u>1,152,741.78</u>

CITY OF DEVILS LAKE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

MUNICIPAL INFRASTRUCTURE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
2045-000-56600 PAYMENTS TO CONTRACTORS	.00	.00	2,230,000.00	2,230,000.00	.0
TOTAL DEPARTMENT 000	.00	.00	2,230,000.00	2,230,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	2,230,000.00	2,230,000.00	.0
NET REVENUE OVER EXPENDITURES	1,152,741.78	1,152,741.78	(1,230,000.00)	(2,382,741.78)	93.7

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WM 27-22

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 000</u>						
4314-000-56600	PAYMENTS TO CONTRACTORS	194,660.10	194,660.10	.00	(194,660.10)	.0
	TOTAL DEPARTMENT 000	194,660.10	194,660.10	.00	(194,660.10)	.0
	TOTAL FUND EXPENDITURES	194,660.10	194,660.10	.00	(194,660.10)	.0
	NET REVENUE OVER EXPENDITURES	(194,660.10)	(194,660.10)	.00	194,660.10	.0

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

FUND 4529

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 000</u>						
4529-000-56600	PAYMENTS TO CONTRACTORS	1,223.55	1,223.55	.00	(1,223.55)	.0
	TOTAL DEPARTMENT 000	1,223.55	1,223.55	.00	(1,223.55)	.0
	TOTAL FUND EXPENDITURES	1,223.55	1,223.55	.00	(1,223.55)	.0
	NET REVENUE OVER EXPENDITURES	(1,223.55)	(1,223.55)	.00	1,223.55	.0

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

FUND 4531

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 000</u>						
4531-000-56600	PAYMENTS TO CONTRACTORS	16,750.00	16,750.00	.00	(16,750.00)	.0
	TOTAL DEPARTMENT 000	16,750.00	16,750.00	.00	(16,750.00)	.0
	TOTAL FUND EXPENDITURES	16,750.00	16,750.00	.00	(16,750.00)	.0
	NET REVENUE OVER EXPENDITURES	(16,750.00)	(16,750.00)	.00	16,750.00	.0

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

NON-BONDED DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>DEBT SERVICE REVENUES</u>						
5005-000-38300	SPECIAL ASSESSMENTS	89,404.92	89,404.92	50,134.00	(39,270.92)	178.3
5005-000-38500	PREPAID ASSESSMENTS	.00	.00	1,000.00	1,000.00	.0
TOTAL DEBT SERVICE REVENUES		89,404.92	89,404.92	51,134.00	(38,270.92)	174.8
TOTAL FUND REVENUE		89,404.92	89,404.92	51,134.00	(38,270.92)	174.8
NET REVENUE OVER EXPENDITURES		89,404.92	89,404.92	51,134.00	(38,270.92)	174.8

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SALES TAX REVENUE BONDS 2010

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
5476-000-31410	SALES AND USE TAX (1.5%)	32,857.67	32,857.67	210,000.00	177,142.33	15.7
	TOTAL TAXES	32,857.67	32,857.67	210,000.00	177,142.33	15.7
	TOTAL FUND REVENUE	32,857.67	32,857.67	210,000.00	177,142.33	15.7

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

REF IMP BOND 2014A

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	400.00	
TOTAL FUND EQUITY		<u>400.00</u>
TOTAL LIABILITIES AND EQUITY		<u><u>400.00</u></u>

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

SALES TAX BOND 2015B

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	58,743.80	
TOTAL FUND EQUITY		58,743.80
TOTAL LIABILITIES AND EQUITY		58,743.80

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SALES TAX BOND 2015B

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
5481-000-43600 PUBLISHING/PRINTING/ADVERTISIN	(400.00)	(400.00)	.00	400.00	.0
5481-000-57100 PRINCIPLE	.00	.00	240,000.00	240,000.00	.0
5481-000-57200 INTEREST	.00	.00	43,685.00	43,685.00	.0
5481-000-57300 SERVICE CHARGES	800.00	800.00	.00	(800.00)	.0
TOTAL NON-DEPARTMENTAL	400.00	400.00	283,685.00	283,285.00	.1
TOTAL FUND EXPENDITURES	400.00	400.00	283,685.00	283,285.00	.1
NET REVENUE OVER EXPENDITURES	58,743.80	58,743.80	94,315.00	35,571.20	62.3

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

DEFINITIVE IMPR WARRANT 2017

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>TAXES</u>					
5483-000-31110 TAX INCREMENT FINANCING	.00	.00	39,600.00	39,600.00	.0
TOTAL TAXES	.00	.00	39,600.00	39,600.00	.0
<u>DEBT SERVICE REVENUES</u>					
5483-000-38300 SPECIAL ASSESSMENTS	.00	.00	10,864.00	10,864.00	.0
TOTAL DEBT SERVICE REVENUES	.00	.00	10,864.00	10,864.00	.0
<u>DEBT SERVICE REVENUES</u>					
5483-700-38300 SPECIAL ASSESSMENTS	.00	.00	7,517.00	7,517.00	.0
TOTAL DEBT SERVICE REVENUES	.00	.00	7,517.00	7,517.00	.0
TOTAL FUND REVENUE	.00	.00	57,981.00	57,981.00	.0

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

SALES TAX REVENUE BOND 2017

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	25,886.13	
TOTAL FUND EQUITY		<u>25,886.13</u>
TOTAL LIABILITIES AND EQUITY		<u>25,886.13</u>

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SALES TAX REVENUE BOND 2017

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
5484-000-43600 PUBLISHING/PRINTING/ADVERTISIN	(400.00)	(400.00)	.00	400.00	.0
5484-000-57100 PRINCIPLE	.00	.00	117,423.00	117,423.00	.0
5484-000-57200 INTEREST	.00	.00	28,578.00	28,578.00	.0
5484-000-57300 SERVICE CHARGES	800.00	800.00	.00	(800.00)	.0
TOTAL NON-DEPARTMENTAL	400.00	400.00	146,001.00	145,601.00	.3
TOTAL FUND EXPENDITURES	400.00	400.00	146,001.00	145,601.00	.3
NET REVENUE OVER EXPENDITURES	25,886.13	25,886.13	21,999.00	(3,887.13)	117.7

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

REF IMPR BOND SERIES 2017

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>DEBT SERVICE REVENUES</u>					
5485-000-38300 SPECIAL ASSESSMENTS	8,110.20	8,110.20	14,165.00	6,054.80	57.3
TOTAL DEBT SERVICE REVENUES	8,110.20	8,110.20	14,165.00	6,054.80	57.3
<u>DEBT SERVICE REVENUES</u>					
5485-700-38300 SPECIAL ASSESSMENTS	.00	.00	48,671.00	48,671.00	.0
TOTAL DEBT SERVICE REVENUES	.00	.00	48,671.00	48,671.00	.0
TOTAL FUND REVENUE	8,110.20	8,110.20	62,836.00	54,725.80	12.9

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

DEFINITIVE IMPR WARRANT 2019

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	21,348.73	
TOTAL FUND EQUITY		<u>21,348.73</u>
TOTAL LIABILITIES AND EQUITY		<u><u>21,348.73</u></u>

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

DEFINITIVE IMPR WARRANT 2019

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEPARTMENT 000</u>						
5486-000-57100	PRINCIPLE	.00	.00	51,365.00	51,365.00	.0
5486-000-57200	INTEREST	.00	.00	12,888.00	12,888.00	.0
TOTAL DEPARTMENT 000		.00	.00	64,253.00	64,253.00	.0
TOTAL FUND EXPENDITURES		.00	.00	64,253.00	64,253.00	.0
NET REVENUE OVER EXPENDITURES		<u>21,348.73</u>	<u>21,348.73</u>	<u>5,207.00</u>	<u>(16,141.73)</u>	<u>410.0</u>

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SALES TAX REVENUE BOND 2019

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
5488-000-31410 SALES AND USE TAX (1.5%)	23,000.37	23,000.37	147,000.00	123,999.63	15.7
TOTAL SOURCE 31	23,000.37	23,000.37	147,000.00	123,999.63	15.7
TOTAL FUND REVENUE	23,000.37	23,000.37	147,000.00	123,999.63	15.7

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023
REF IMP BOND 2020A

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	23,839.39	
TOTAL FUND EQUITY		<u>23,839.39</u>
TOTAL LIABILITIES AND EQUITY		<u>23,839.39</u>

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

REF IMP BOND 2020A

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 000</u>					
5489-000-57100 PRINCIPLE	.00	.00	275,000.00	275,000.00	.0
5489-000-57200 INTEREST	.00	.00	28,500.00	28,500.00	.0
TOTAL DEPARTMENT 000	.00	.00	303,500.00	303,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	303,500.00	303,500.00	.0
NET REVENUE OVER EXPENDITURES	23,839.39	23,839.39	55,720.00	31,880.61	42.8

CITY OF DEVILS LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

FUND 5492

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
5492-000-31110 TAX INCREMENT DISTRICT	.00	.00	121,000.00	121,000.00	.0
TOTAL SOURCE 31	.00	.00	121,000.00	121,000.00	.0
<u>SOURCE 38</u>					
5492-000-38300 SPECIAL ASSESSMENTS	28,707.10	28,707.10	10,915.00	(17,792.10)	263.0
TOTAL SOURCE 38	28,707.10	28,707.10	10,915.00	(17,792.10)	263.0
5492-700-38300 SPECIAL ASSESSMENTS	.00	.00	181,605.00	181,605.00	.0
TOTAL SOURCE 38	.00	.00	181,605.00	181,605.00	.0
TOTAL FUND REVENUE	28,707.10	28,707.10	313,520.00	284,812.90	9.2

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023
REF IMP BOND 2022A

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	31,818.76	
TOTAL FUND EQUITY		<u>31,818.76</u>
TOTAL LIABILITIES AND EQUITY		<u><u>31,818.76</u></u>

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

REF IMP BOND 2022A

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 000</u>					
5493-000-57100 PRINCIPAL	.00	.00	130,000.00	130,000.00	.0
5493-000-57200 INTEREST	.00	.00	23,800.00	23,800.00	.0
5493-000-57300 SERVICE CHARGES	400.00	400.00	.00	(400.00)	.0
TOTAL DEPARTMENT 000	400.00	400.00	153,800.00	153,400.00	.3
TOTAL FUND EXPENDITURES	400.00	400.00	153,800.00	153,400.00	.3
NET REVENUE OVER EXPENDITURES	31,818.76	31,818.76	37,463.00	5,644.24	84.9

CITY OF DEVILS LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES & SERVICES</u>					
6001-000-34710	111,590.27	111,590.27	1,220,000.00	1,108,409.73	9.2
6001-000-34730	45,880.90	45,880.90	270,000.00	224,119.10	17.0
6001-000-34740	4,998.11	4,998.11	30,000.00	25,001.89	16.7
6001-000-34750	979.39	979.39	6,000.00	5,020.61	16.3
6001-000-34900	.00	.00	500.00	500.00	.0
TOTAL CHARGES & SERVICES	163,448.67	163,448.67	1,526,500.00	1,363,051.33	10.7
<u>MISC. REVENUES</u>					
6001-000-36100	371.15	371.15	3,000.00	2,628.85	12.4
TOTAL MISC. REVENUES	371.15	371.15	3,000.00	2,628.85	12.4
TOTAL FUND REVENUE	163,819.82	163,819.82	1,529,500.00	1,365,680.18	10.7

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAMAR WELLS</u>					
6001-342-43210	(79.28)	(79.28)	1,600.00	1,679.28	(5.0)
6001-342-43340	.00	.00	500.00	500.00	.0
6001-342-43510	8,696.95	8,696.95	60,000.00	51,303.05	14.5
6001-342-43560	99.90	99.90	800.00	700.10	12.5
6001-342-43570	.00	.00	500.00	500.00	.0
6001-342-44240	.00	.00	2,000.00	2,000.00	.0
6001-342-44260	1,818.86	1,818.86	1,000.00	(818.86)	181.9
6001-342-44300	104.91	104.91	500.00	395.09	21.0
6001-342-44430	.00	.00	5,000.00	5,000.00	.0
6001-342-44460	.00	.00	7,000.00	7,000.00	.0
6001-342-44900	3.00	3.00	50.00	47.00	6.0
6001-342-56500	45.68	45.68	.00	(45.68)	.0
6001-342-58480	621.00	621.00	9,250.00	8,629.00	6.7
TOTAL HAMAR WELLS	11,311.02	11,311.02	88,200.00	76,888.98	12.8
<u>WATER TREATMENT PLANT</u>					
6001-343-41100	12,545.92	12,545.92	72,768.00	60,222.08	17.2
6001-343-41300	.00	.00	1,000.00	1,000.00	.0
6001-343-42100	.00	.00	12,101.00	12,101.00	.0
6001-343-42200	.00	.00	4,573.62	4,573.62	.0
6001-343-42300	.00	.00	6,690.76	6,690.76	.0
6001-343-42350	.00	.00	1,069.64	1,069.64	.0
6001-343-43080	501.13	501.13	15,000.00	14,498.87	3.3
6001-343-43110	.00	.00	2,000.00	2,000.00	.0
6001-343-43120	.00	.00	200.00	200.00	.0
6001-343-43210	(422.24)	(422.24)	3,000.00	3,422.24	(14.1)
6001-343-43320	.00	.00	1,000.00	1,000.00	.0
6001-343-43330	.00	.00	3,000.00	3,000.00	.0
6001-343-43400	.00	.00	1,000.00	1,000.00	.0
6001-343-43510	7,275.42	7,275.42	50,000.00	42,724.58	14.6
6001-343-43560	283.56	283.56	2,000.00	1,716.44	14.2
6001-343-43570	.00	.00	500.00	500.00	.0
6001-343-43600	1,001.56	1,001.56	2,500.00	1,498.44	40.1
6001-343-44100	.00	.00	5,000.00	5,000.00	.0
6001-343-44170	.00	.00	100.00	100.00	.0
6001-343-44210	.00	.00	500.00	500.00	.0
6001-343-44220	197.92	197.92	1,000.00	802.08	19.8
6001-343-44230	14,984.12	14,984.12	95,000.00	80,015.88	15.8
6001-343-44260	342.56	342.56	15,000.00	14,657.44	2.3
6001-343-44280	168.62	168.62	15,000.00	14,831.38	1.1
6001-343-44300	87.93	87.93	7,500.00	7,412.07	1.2
6001-343-44440	.00	.00	2,000.00	2,000.00	.0
6001-343-56450	482.04	482.04	1,500.00	1,017.96	32.1
6001-343-56500	.00	.00	10,000.00	10,000.00	.0
6001-343-58480	.00	.00	10,000.00	10,000.00	.0
TOTAL WATER TREATMENT PLANT	37,448.54	37,448.54	341,003.02	303,554.48	11.0

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

SEWER FUND

ASSETS

6002-000-12040	ACCTS. REC. (SPEC/OTHER)	(981.00)	
6002-000-12110	UB ACCOUNTS RECEIVABLE		3,819.02	
			<u>3,819.02</u>	
	TOTAL ASSETS			<u>2,838.02</u>

LIABILITIES AND EQUITY

LIABILITIES

6002-000-21210	ACCOUNTS PAYABLE		5,896.00	
6002-000-22300	ND PERS		266.30	
6002-000-22370	MED. & DEP. CARE FLEX PAY.	(577.00)	
6002-000-22410	USABLE(ACCIDENT/CANCER/LIFE) I	(109.69)	
			<u>5,475.61</u>	
	TOTAL LIABILITIES			5,475.61

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	95,867.89		
			<u>95,867.89</u>	
	TOTAL FUND EQUITY			<u>95,867.89</u>
	TOTAL LIABILITIES AND EQUITY			<u>101,343.50</u>

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER OPERATION</u>					
6002-320-41100 PERMANENT SALARIES	16,862.05	16,862.05	137,232.00	120,369.95	12.3
6002-320-41300 OVERTIME SALARIES	388.10	388.10	3,000.00	2,611.90	12.9
6002-320-42100 HEALTH INS. PREMIUMS (BCBS)	4,692.86	4,692.86	35,640.00	30,947.14	13.2
6002-320-42200 FICA EXPENSE	1,094.34	1,094.34	8,694.00	7,599.66	12.6
6002-320-42250 CITY SHARE NDPERS	433.65	433.65	.00	(433.65)	.0
6002-320-42300 CITY SHARE DEFERRED COMP.	.00	.00	12,447.00	12,447.00	.0
6002-320-42350 MEDICARE	255.94	255.94	2,033.00	1,777.06	12.6
6002-320-42400 WORKERS COMP. EXPENSE	1,926.10	1,926.10	1,400.00	(526.10)	137.6
6002-320-43110 AUDIT FEES	.00	.00	2,000.00	2,000.00	.0
6002-320-43210 FIRE AND TORNADO	.00	.00	200.00	200.00	.0
6002-320-43320 COMPUTER EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
6002-320-43330 MAINT./LEASE ON EQ./SOFTWARE	.00	.00	2,000.00	2,000.00	.0
6002-320-43400 EDUCATION & TRAINING	172.80	172.80	500.00	327.20	34.6
6002-320-43510 ELECTRICITY	2,251.31	2,251.31	9,000.00	6,748.69	25.0
6002-320-43560 TELEPHONE	468.90	468.90	1,500.00	1,031.10	31.3
6002-320-43570 HEAT	1,301.48	1,301.48	4,000.00	2,698.52	32.5
6002-320-43600 PUBLISHING/PRINTING/ADVERTISIN	1,001.55	1,001.55	2,000.00	998.45	50.1
6002-320-43830 GRAVEL EXPENSE	.00	.00	3,000.00	3,000.00	.0
6002-320-44100 OFFICE SUP. & POSTAGE	.00	.00	5,000.00	5,000.00	.0
6002-320-44150 ONE-CALL EXPENSE	12.83	12.83	500.00	487.17	2.6
6002-320-44170 DRUG & ALCOHOL TESTING EXP.	.00	.00	200.00	200.00	.0
6002-320-44210 JANITORIAL SUPPLIES EXPENSE	.00	.00	1,000.00	1,000.00	.0
6002-320-44220 CLOTHING & UNIFORMS	277.25	277.25	900.00	622.75	30.8
6002-320-44240 GAS, OIL, GREASE, ETC.	912.17	912.17	14,500.00	13,587.83	6.3
6002-320-44260 EQUIPMENT MAINTENANCE	1,168.71	1,168.71	7,000.00	5,831.29	16.7
6002-320-44280 TOOLS & EQUIP. EXPENSE	1,551.41	1,551.41	3,000.00	1,448.59	51.7
6002-320-44300 BUILDING MAINT. EXPENSE	226.16	226.16	.00	(226.16)	.0
6002-320-44510 LIFT MAINTENANCE EXPENSE	1,320.08	1,320.08	17,000.00	15,679.92	7.8
6002-320-44520 SEWER LINE MAINTENANCE EXPENSE	17.41	17.41	20,000.00	19,982.59	.1
6002-320-44840 HWY 19 LIFT MAINTENANCE	354.63	354.63	1,000.00	645.37	35.5
6002-320-44900 MISCELLANEOUS EXPENSE	.00	.00	1,000.00	1,000.00	.0
6002-320-56450 SAFETY EQUIPMENT	55.99	55.99	10,000.00	9,944.01	.6
6002-320-57300 SERVICE CHARGES	.00	.00	375.00	375.00	.0
6002-320-58480 SCADA SYSTEM EXPENSES	.00	.00	5,000.00	5,000.00	.0
TOTAL SEWER OPERATION	36,745.72	36,745.72	312,121.00	275,375.28	11.8

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER TREATMENT</u>					
6002-322-41100	7,434.01	7,434.01	45,349.00	37,914.99	16.4
6002-322-41300	267.16	267.16	1,500.00	1,232.84	17.8
6002-322-41500	.00	.00	1,500.00	1,500.00	.0
6002-322-42100	375.68	375.68	19,940.00	19,564.32	1.9
6002-322-42200	243.57	243.57	2,905.00	2,661.43	8.4
6002-322-42250	337.14	337.14	.00	(337.14)	.0
6002-322-42300	.00	.00	4,113.00	4,113.00	.0
6002-322-42350	56.96	56.96	679.00	622.04	8.4
6002-322-42400	.00	.00	1,300.00	1,300.00	.0
6002-322-43210	.00	.00	350.00	350.00	.0
6002-322-43320	.00	.00	500.00	500.00	.0
6002-322-43400	.00	.00	200.00	200.00	.0
6002-322-43510	1,421.64	1,421.64	11,000.00	9,578.36	12.9
6002-322-43560	208.92	208.92	600.00	391.08	34.8
6002-322-43570	1,301.50	1,301.50	4,000.00	2,698.50	32.5
6002-322-43830	.00	.00	5,000.00	5,000.00	.0
6002-322-44100	.00	.00	250.00	250.00	.0
6002-322-44170	.00	.00	100.00	100.00	.0
6002-322-44200	.00	.00	150.00	150.00	.0
6002-322-44210	.00	.00	500.00	500.00	.0
6002-322-44220	495.93	495.93	600.00	104.07	82.7
6002-322-44230	.00	.00	200.00	200.00	.0
6002-322-44240	2,470.65	2,470.65	15,000.00	12,529.35	16.5
6002-322-44260	99.27	99.27	45,000.00	44,900.73	.2
6002-322-44280	.00	.00	1,500.00	1,500.00	.0
6002-322-44300	.00	.00	1,500.00	1,500.00	.0
6002-322-44340	.00	.00	1,000.00	1,000.00	.0
6002-322-44510	.00	.00	500.00	500.00	.0
6002-322-44530	.00	.00	2,000.00	2,000.00	.0
6002-322-44540	.00	.00	10,000.00	10,000.00	.0
6002-322-44610	18.54	18.54	3,500.00	3,481.46	.5
6002-322-44900	.00	.00	500.00	500.00	.0
6002-322-56450	710.80	710.80	5,000.00	4,289.20	14.2
TOTAL WASTEWATER TREATMENT	15,441.77	15,441.77	186,236.00	170,794.23	8.3

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

SANITATION FUND

ASSETS

6003-000-12040	ACCTS. REC. (SPEC/OTHER)	(4,005.00)	
6003-000-12110	UB ACCOUNTS RECEIVABLE	3,217.61	
	TOTAL ASSETS		(787.39)

LIABILITIES AND EQUITY

LIABILITIES

6003-000-21210	ACCOUNTS PAYABLE	11,421.04	
6003-000-22300	ND PERS	325.10	
6003-000-22410	USABLE(ACCIDENT/CANCER/LIFE) I	(74.18)	
	TOTAL LIABILITIES		11,671.96

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	95,634.37		
TOTAL FUND EQUITY			95,634.37
TOTAL LIABILITIES AND EQUITY			107,306.33

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SANITATION OPERATION</u>					
6003-330-41100	60,488.73	60,488.73	382,062.00	321,573.27	15.8
6003-330-41200	.00	.00	15,000.00	15,000.00	.0
6003-330-41300	2,207.60	2,207.60	7,000.00	4,792.40	31.5
6003-330-42100	19,689.05	19,689.05	108,000.00	88,310.95	18.2
6003-330-42200	4,035.42	4,035.42	25,052.00	21,016.58	16.1
6003-330-42250	2,487.94	2,487.94	.00	(2,487.94)	.0
6003-330-42300	.00	.00	34,653.02	34,653.02	.0
6003-330-42350	943.77	943.77	5,859.00	4,915.23	16.1
6003-330-42400	.00	.00	7,500.00	7,500.00	.0
6003-330-42500	.00	.00	500.00	500.00	.0
6003-330-42700	.00	.00	90.00	90.00	.0
6003-330-43110	.00	.00	2,000.00	2,000.00	.0
6003-330-43210	(118.56)	(118.56)	850.00	968.56	(14.0)
6003-330-43320	.00	.00	1,500.00	1,500.00	.0
6003-330-43330	.00	.00	2,500.00	2,500.00	.0
6003-330-43400	891.00	891.00	1,200.00	309.00	74.3
6003-330-43510	2,255.84	2,255.84	12,000.00	9,744.16	18.8
6003-330-43560	327.04	327.04	900.00	572.96	36.3
6003-330-43570	4,490.99	4,490.99	10,000.00	5,509.01	44.9
6003-330-43600	1,001.55	1,001.55	17,000.00	15,998.45	5.9
6003-330-44100	.00	.00	5,000.00	5,000.00	.0
6003-330-44120	.00	.00	15,000.00	15,000.00	.0
6003-330-44170	.00	.00	600.00	600.00	.0
6003-330-44200	1,817.06	1,817.06	10,500.00	8,682.94	17.3
6003-330-44210	.00	.00	500.00	500.00	.0
6003-330-44220	719.93	719.93	2,700.00	1,980.07	26.7
6003-330-44240	12,005.41	12,005.41	40,000.00	27,994.59	30.0
6003-330-44260	2,261.81	2,261.81	50,000.00	47,738.19	4.5
6003-330-44280	410.89	410.89	1,000.00	589.11	41.1
6003-330-44300	370.96	370.96	12,000.00	11,629.04	3.1
6003-330-44710	.00	.00	14,000.00	14,000.00	.0
6003-330-44720	17,646.00	17,646.00	98,200.00	80,554.00	18.0
6003-330-44900	9.98	9.98	1,000.00	990.02	1.0
6003-330-56450	35.99	35.99	1,800.00	1,764.01	2.0
6003-330-56500	.00	.00	160,000.00	160,000.00	.0
6003-330-57300	.00	.00	375.00	375.00	.0
TOTAL SANITATION OPERATION	133,978.40	133,978.40	1,046,341.02	912,362.62	12.8

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFER STATION</u>					
6003-336-41100 PERMANENT SALARIES	12,452.87	12,452.87	81,432.00	68,979.13	15.3
6003-336-41300 OVERTIME SALARIES	152.83	152.83	2,500.00	2,347.17	6.1
6003-336-42100 HEALTH INS. PREMIUMS (BCBS)	5,337.66	5,337.66	23,940.00	18,602.34	22.3
6003-336-42200 FICA EXPENSE	1,167.98	1,167.98	5,204.00	4,036.02	22.4
6003-336-42300 CITY SHARE DEFERRED COMP.	.00	.00	7,386.00	7,386.00	.0
6003-336-42350 MEDICARE	273.18	273.18	1,217.00	943.82	22.5
6003-336-42400 WORKERS COMP. EXPENSE	.00	.00	2,000.00	2,000.00	.0
6003-336-43210 FIRE AND TORNADO	(12.08)	(12.08)	250.00	262.08	(4.8)
6003-336-43510 ELECTRICITY	528.19	528.19	3,500.00	2,971.81	15.1
6003-336-43560 TELEPHONE	23.26	23.26	700.00	676.74	3.3
6003-336-43570 HEAT	.00	.00	275.00	275.00	.0
6003-336-44170 DRUG & ALCOHOL TESTING EXP.	.00	.00	300.00	300.00	.0
6003-336-44200 OPERATION & MAINT. EXPENSE	81.10	81.10	1,000.00	918.90	8.1
6003-336-44210 JANITORIAL SUPPLIES EXPENSE	.00	.00	200.00	200.00	.0
6003-336-44240 GAS, OIL, GREASE, ETC.	8,481.06	8,481.06	25,000.00	16,518.94	33.9
6003-336-44260 EQUIPMENT MAINTENANCE	2,381.90	2,381.90	15,000.00	12,618.10	15.9
6003-336-44280 TOOLS & EQUIP. EXPENSE	.00	.00	300.00	300.00	.0
6003-336-44300 BUILDING MAINT. EXPENSE	.00	.00	2,500.00	2,500.00	.0
6003-336-44710 REFUSE CONTAINERS	.00	.00	20,000.00	20,000.00	.0
6003-336-44720 RECYCLING EXPENSES	.00	.00	500.00	500.00	.0
6003-336-44900 MISCELLANEOUS EXPENSE	.00	.00	500.00	500.00	.0
6003-336-56450 SAFETY EQUIPMENT	.00	.00	200.00	200.00	.0
6003-336-58800 TRANSFER STATION TIPPING	41,039.98	41,039.98	272,300.00	231,260.02	15.1
TOTAL TRANSFER STATION	71,907.93	71,907.93	466,204.00	394,296.07	15.4
<u>TRANSFERS IN/OUT</u>					
6003-700-55060 DEPRECIATION	.00	.00	75,000.00	75,000.00	.0
6003-700-56310 EQUIPMENT RESERVE	.00	.00	30,000.00	30,000.00	.0
6003-700-56980 INTERDEPARTMENT EXPENSE	.00	.00	105,133.00	105,133.00	.0
6003-700-57990 LOT RENT AT AIRPORT	6,666.00	6,666.00	6,666.00	.00	100.0
6003-700-58900 TRANSFERS OUT	.00	.00	424,010.00	424,010.00	.0
TOTAL TRANSFERS IN/OUT	6,666.00	6,666.00	640,809.00	634,143.00	1.0
TOTAL FUND EXPENDITURES	229,526.38	229,526.38	2,274,852.02	2,045,325.64	10.1
NET REVENUE OVER EXPENDITURES	95,634.37	95,634.37	22,897.98	(72,736.39)	417.7

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER SOURCE REPLACEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES & SERVICES</u>						
6006-000-34730	WATER SOURCE REPLACEMENT FEE	.00	.00	270,000.00	270,000.00	.0
	TOTAL CHARGES & SERVICES	.00	.00	270,000.00	270,000.00	.0
	TOTAL FUND REVENUE	.00	.00	270,000.00	270,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	270,000.00	270,000.00	.0

CITY OF DEVILS LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
8002-000-31100	GENERAL PROPERTY TAXES	50,012.80	50,012.80	107,380.00	57,367.20 46.6
8002-000-31130	RAMSEY COUNTY TAXES	74,236.44	74,236.44	142,385.00	68,148.56 52.1
	TOTAL TAXES	124,249.24	124,249.24	249,765.00	125,515.76 49.8
<u>INTERGOVT. REVENUE</u>					
8002-000-33540	STATE AID TO PUBLIC LIBRARIES	.00	.00	18,000.00	18,000.00 .0
8002-000-33620	COUNTY TELECOMMUNICATION	.00	.00	798.00	798.00 .0
	TOTAL INTERGOVT. REVENUE	.00	.00	18,798.00	18,798.00 .0
<u>MISC. REVENUES</u>					
8002-000-36010	PHOTO COPY CHARGES	133.77	133.77	1,000.00	866.23 13.4
8002-000-36030	SALES	48.80	48.80	2,000.00	1,951.20 2.4
8002-000-36040	LOST & DAMAGED ITEMS	71.33	71.33	500.00	428.67 14.3
8002-000-36050	OVERDUE FINES	.00	.00	1,500.00	1,500.00 .0
8002-000-36060	NON-RESIDENT LIBRARY FEE	20.00	20.00	600.00	580.00 3.3
8002-000-36065	LIBRARY CARD FEE	5.00	5.00	100.00	95.00 5.0
8002-000-36066	COMPUTER USE FEE	7.00	7.00	60.00	53.00 11.7
8002-000-36070	DONATIONS	153.07	153.07	200.00	46.93 76.5
8002-000-36100	INTEREST EARNINGS	.00	.00	1,000.00	1,000.00 .0
8002-000-36110	GRANTS	.00	.00	700.00	700.00 .0
8002-000-36200	RENTAL/LEASE EQUIP. OR LAND	.00	.00	700.00	700.00 .0
8002-000-36230	ILL FEES	3.50	3.50	100.00	96.50 3.5
	TOTAL MISC. REVENUES	442.47	442.47	8,460.00	8,017.53 5.2
	TOTAL FUND REVENUE	124,691.71	124,691.71	277,023.00	152,331.29 45.0

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

PARKING AUTHORITY

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	3,974.46	
TOTAL FUND EQUITY		<u>3,974.46</u>
TOTAL LIABILITIES AND EQUITY		<u><u>3,974.46</u></u>

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

PARKING AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
8006-000-43600 PUBLISHING/PRINTING/ADVERTISIN	.00	.00	500.00	500.00	.0
8006-000-43800 REPAIR & MAINTENANCE	.00	.00	20,000.00	20,000.00	.0
8006-000-43810 SNOW REMOVAL EXPENSE	.00	.00	5,000.00	5,000.00	.0
8006-000-43850 SWEEPING EXPENSE	.00	.00	5,000.00	5,000.00	.0
8006-000-43860 WEED CONTROL	.00	.00	500.00	500.00	.0
8006-000-43920 SIGNING & PAINTING EXPENSE	.00	.00	500.00	500.00	.0
8006-000-44100 OFFICE SUP. & POSTAGE	.00	.00	50.00	50.00	.0
8006-000-44900 MISCELLANEOUS EXPENSE	.00	.00	50.00	50.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	31,600.00	31,600.00	.0
TOTAL FUND EXPENDITURES	.00	.00	31,600.00	31,600.00	.0
NET REVENUE OVER EXPENDITURES	3,974.46	3,974.46	(4,200.00)	(8,174.46)	94.6

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

CITY BEAUTIFICATION

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>MISC. REVENUES</u>						
8008-000-36940	TOURISM CONTRIBUTION	.00	.00	5,000.00	5,000.00	.0
	TOTAL MISC. REVENUES	.00	.00	5,000.00	5,000.00	.0
<u>TRANSFERS IN</u>						
8008-700-39990	TRANSFERS IN	.00	.00	20,000.00	20,000.00	.0
	TOTAL TRANSFERS IN	.00	.00	20,000.00	20,000.00	.0
	TOTAL FUND REVENUE	.00	.00	25,000.00	25,000.00	.0

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

JOB DEVELOPMENT AUTHORITY

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	30,007.66	
TOTAL FUND EQUITY		<u>30,007.66</u>
TOTAL LIABILITIES AND EQUITY		<u><u>30,007.66</u></u>

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

JOB DEVELOPMENT AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
8010-000-57340 FDL OP & MAINT/PROMO.	.00	.00	63,228.00	63,228.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	63,228.00	63,228.00	.0
<u>TRANSFERS IN/OUT</u>					
8010-700-43020 PROJECT ADMINISTRATION %	.00	.00	1,200.00	1,200.00	.0
TOTAL TRANSFERS IN/OUT	.00	.00	1,200.00	1,200.00	.0
TOTAL FUND EXPENDITURES	.00	.00	64,428.00	64,428.00	.0
NET REVENUE OVER EXPENDITURES	30,007.66	30,007.66	.00	(30,007.66)	.0

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SELF INSURANCE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISC. REVENUES</u>						
8011-000-36100	INTEREST EARNINGS	.00	.00	100.00	100.00	.0
8011-000-36320	COBRA NON EMPLOYEE PD PREM.	161.69	161.69	.00	(161.69)	.0
8011-000-36350	CDL PREMIUMS	131,249.52	131,249.52	770,400.00	639,150.48	17.0
8011-000-36900	MISCELLANEOUS REVENUE	.00	.00	50,000.00	50,000.00	.0
TOTAL MISC. REVENUES		131,411.21	131,411.21	820,500.00	689,088.79	16.0
TOTAL FUND REVENUE		131,411.21	131,411.21	820,500.00	689,088.79	16.0

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023
SAAF GRANT FUND

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	3,585.02	
TOTAL FUND EQUITY		<u>3,585.02</u>
TOTAL LIABILITIES AND EQUITY		<u><u>3,585.02</u></u>

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

LAKE REGION GROWTH

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISC. REVENUES</u>					
8013-000-36100 INTEREST EARNINGS	.00	.00	2,000.00	2,000.00	.0
8013-000-36950 LOAN REPAYMENTS - PRINCIPAL	.00	.00	20,000.00	20,000.00	.0
8013-000-36960 LOAN REPAYMENTS - INTEREST	.00	.00	4,000.00	4,000.00	.0
TOTAL MISC. REVENUES	.00	.00	26,000.00	26,000.00	.0
<u>TRANSFERS IN</u>					
8013-700-39930 SALES TAX TRANSFERS	.00	.00	219,000.00	219,000.00	.0
TOTAL TRANSFERS IN	.00	.00	219,000.00	219,000.00	.0
TOTAL FUND REVENUE	.00	.00	245,000.00	245,000.00	.0

CITY OF DEVILS LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

AIRPORT HANGAR

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISC. REVENUES</u>						
8015-000-36800	HANGAR BUILDING RENT	.00	.00	12,000.00	12,000.00	.0
	TOTAL MISC. REVENUES	.00	.00	12,000.00	12,000.00	.0
	TOTAL FUND REVENUE	.00	.00	12,000.00	12,000.00	.0

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

DEVILS LAKE REGIONAL AIRPORT

LIABILITIES AND EQUITY

LIABILITIES

9000-000-21210	ACCOUNTS PAYABLE	81.83	
9000-000-22320	DEFERRED COMP.	1,199.62	
9000-000-22370	MED. & DEP. CARE FLEX PAY.	(3,894.06)	
9000-000-22390	UNUM INS. PAYABLE	17,083.24	
9000-000-22410	USABLE(ACCIDENT/CANCER/LIFE) I	(161.94)	
	TOTAL LIABILITIES		14,308.69

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	103,199.40		
TOTAL FUND EQUITY			103,199.40
TOTAL LIABILITIES AND EQUITY			117,508.09

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

DEVILS LAKE REGIONAL AIRPORT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
9000-000-41100 PERMANENT SALARIES	40,061.81	40,061.81	256,000.00	215,938.19	15.7
9000-000-41110 ADDITIVE TO SALARY	.00	.00	1,800.00	1,800.00	.0
9000-000-41200 TEMP./PART TIME SALARIES	.00	.00	22,000.00	22,000.00	.0
9000-000-41300 OVERTIME SALARIES	4,351.32	4,351.32	4,000.00	(351.32)	108.8
9000-000-42100 HEALTH INS. PREMIUMS (BCBS)	1,880.00	1,880.00	55,000.00	53,120.00	3.4
9000-000-42200 FICA EXPENSE	2,785.38	2,785.38	16,000.00	13,214.62	17.4
9000-000-42250 CITY SHARE NDPERS	1,886.53	1,886.53	12,500.00	10,613.47	15.1
9000-000-42300 CITY SHARE DEFERRED COMP.	1,199.62	1,199.62	12,500.00	11,300.38	9.6
9000-000-42350 MEDICARE	651.42	651.42	3,800.00	3,148.58	17.1
9000-000-42400 WORKERS COMP. EXPENSE	17,083.24	17,083.24	2,000.00	(15,083.24)	854.2
9000-000-43110 AUDIT FEES	.00	.00	4,500.00	4,500.00	.0
9000-000-43120 LEGAL FEES	.00	.00	2,000.00	2,000.00	.0
9000-000-43210 FIRE AND TORNADO	(44.91)	(44.91)	5,000.00	5,044.91	(.9)
9000-000-43220 LIAB/EQ/VEH INSURANCE	.00	.00	9,000.00	9,000.00	.0
9000-000-43330 MAINT./LEASE ON EQ./SOFTWARE	.00	.00	300.00	300.00	.0
9000-000-43400 EDUCATION & TRAINING	.00	.00	7,000.00	7,000.00	.0
9000-000-43410 IN-STATE TRAVEL	.00	.00	2,500.00	2,500.00	.0
9000-000-43510 ELECTRICITY	4,385.00	4,385.00	28,000.00	23,615.00	15.7
9000-000-43560 TELEPHONE	670.56	670.56	4,000.00	3,329.44	16.8
9000-000-43570 HEAT	2,906.00	2,906.00	8,000.00	5,094.00	36.3
9000-000-43600 PUBLISHING/PRINTING/ADVERTISIN	2,869.78	2,869.78	24,000.00	21,130.22	12.0
9000-000-43700 MEMBERSHIPS & DUES	1,215.00	1,215.00	2,000.00	785.00	60.8
9000-000-43870 RUNWAY REPAIR	.00	.00	5,000.00	5,000.00	.0
9000-000-44100 OFFICE SUP. & POSTAGE	306.42	306.42	1,500.00	1,193.58	20.4
9000-000-44200 OPERATION & MAINT. EXPENSE	9,458.33	9,458.33	10,000.00	541.67	94.6
9000-000-44210 JANITORIAL SUPPLIES EXPENSE	244.44	244.44	1,200.00	955.56	20.4
9000-000-44220 CLOTHING & UNIFORMS	.00	.00	1,200.00	1,200.00	.0
9000-000-44240 GAS, OIL, GREASE, ETC.	5,901.91	5,901.91	20,000.00	14,098.09	29.5
9000-000-44260 EQUIPMENT MAINTENANCE	45.74	45.74	10,000.00	9,954.26	.5
9000-000-44280 TOOLS & EQUIP. EXPENSE	.00	.00	2,000.00	2,000.00	.0
9000-000-44300 BUILDING MAINT. EXPENSE	1,543.19	1,543.19	15,000.00	13,456.81	10.3
9000-000-44470 GROUNDS MAINTENANCE EXPENSE	177.84	177.84	2,000.00	1,822.16	8.9
9000-000-44900 MISCELLANEOUS EXPENSE	139.38	139.38	3,500.00	3,360.62	4.0
9000-000-56500 EQUIPMENT (\$500 OR OVER)	293.73	293.73	5,000.00	4,706.27	5.9
9000-000-56600 PAYMENTS TO CONTRACTORS	3,150.00	3,150.00	.00	(3,150.00)	.0
TOTAL NON-DEPARTMENTAL	103,161.73	103,161.73	558,300.00	455,138.27	18.5
<u>TRANSFERS IN/OUT</u>					
9000-700-43020 PROJECT ADMINISTRATION %	.00	.00	2,000.00	2,000.00	.0
9000-700-56310 EQUIPMENT RESERVE	.00	.00	7,000.00	7,000.00	.0
TOTAL TRANSFERS IN/OUT	.00	.00	9,000.00	9,000.00	.0
TOTAL FUND EXPENDITURES	103,161.73	103,161.73	567,300.00	464,138.27	18.2

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

LIABILITIES AND EQUITY

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	(35,843.75)	
TOTAL FUND EQUITY			(35,843.75)
TOTAL LIABILITIES AND EQUITY			(35,843.75)

CITY OF DEVILS LAKE
BALANCE SHEET
FEBRUARY 28, 2023

LAKE RGN NARCOTICS TASK FORCE

LIABILITIES AND EQUITY

LIABILITIES

9500-000-21210	ACCOUNTS PAYABLE	(<u>764.79)</u>	
	TOTAL LIABILITIES		(<u>764.79)</u>

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	(<u>1,825.72)</u>	
	TOTAL FUND EQUITY		(<u>1,825.72)</u>
	TOTAL LIABILITIES AND EQUITY		(<u><u>2,590.51)</u></u>

CITY OF DEVILS LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

LAKE RGN NARCOTICS TASK FORCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
9500-000-41100 PERMANENT SALARIES	8,836.88	8,836.88	.00	(8,836.88)	.0
9500-000-42100 HEALTH INS. PREMIUMS (BCBS)	4,910.58	4,910.58	.00	(4,910.58)	.0
TOTAL NON-DEPARTMENTAL	13,747.46	13,747.46	.00	(13,747.46)	.0
<u>TASK FORCE GREANT</u>					
9500-510-44100 OFFICE SUP. & POSTAGE	531.45	531.45	.00	(531.45)	.0
9500-510-44240 GAS, OIL, GREASE, ETC.	687.72	687.72	.00	(687.72)	.0
9500-510-56500 EQUIPMENT (\$500 OR OVER)	370.78	370.78	.00	(370.78)	.0
TOTAL TASK FORCE GREANT	1,589.95	1,589.95	.00	(1,589.95)	.0
TOTAL FUND EXPENDITURES	15,337.41	15,337.41	.00	(15,337.41)	.0
NET REVENUE OVER EXPENDITURES	(1,825.72)	(1,825.72)	.00	1,825.72	.0

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
20-Mar-23

VENDOR	AMOUNT DUE
Advance Auto Parts	\$37.99
Advanced Enginerring & Enviromental Services	\$114.40
Amazon Capital Services	\$500.93
Andrew Johnson	\$175.00
Aramark	\$585.63
AT & T	\$186.46
Baker & Taylor	\$612.13
Blackstone Publishing	\$40.00
Butler Machinery	\$6,241.33
Capital One-Walmart	\$217.56
Capital One Trade Credit-Mac's	\$490.72
Caselle	\$1,326.00
Central Business Systems	\$394.00
Center Point Large Print	\$575.28
Champion Media	\$513.92
City of Devils Lake	\$1,800.23
CNH Industrial Retail Accounts	\$1,400.44
Creative Impressions	\$70.00
Corporate Payment Systems-Bremer credit card	\$6,295.02
Dakota Implement	\$1,412.27
David Rader	\$615.00
Dakota Wash Master	\$749.20
Defense Technology	\$488.50
Deluxe	\$241.98
Dennis Olson	\$15.00
Derek Melcer	\$1,092.96
Devils Lake Cars	\$2,261.30
Devin Elverud	\$1,439.84
Double Z Broadcasting	\$850.00
Ecolab	\$334.84
Exhaust Pros	\$107.00

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
20-Mar-23

VENDOR	AMOUNT DUE
Farmer's Union Oil	\$19,623.24
Ferguson Waterworks	\$49.20
General Traffic Controls	\$2,529.03
Gessner Ironworks	\$248.18
NeoGov	\$6,669.75
Grand Forks Utility Billing	\$17,316.39
Guy Callender	\$480.00
H.E. Everson	\$17.60
Harold's Auto marine & Electric Motor	\$2,343.70
Hawkins	\$5,413.47
Home of Economy	\$328.13
Howler Electric	\$346.99
Information Technology	\$307.55
Interstate Billing Service	\$19,922.00
JB Vending	\$147.82
Jeremy Beck	\$129.50
John Deers Financial	\$297.00
Keller's Briteway	\$148.00
Klemetsrud's Plumbing	\$65.89
Lake Region Corporation	\$8,244.00
Lake Region Law Enforcement Center	\$8,347.50
Lake Region Sheet Metal	\$780.78
Leevers	\$70.16
Levi Volk	\$1,493.28
Mead & Hunt	\$7,497.95
Mid-Land Excavating	\$2,235.00
Midcontinent Communications	\$95.00
Minnie H Express Car Wash	\$239.92
Montana Dakotas Utilities	\$1,705.01
Newby's Ace Hardware	\$426.37
Nickolas Holter	\$175.00

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
20-Mar-23

VENDOR	AMOUNT DUE
Nodak Electric	\$11,004.34
ND Dept of Health-Microbiology	\$225.00
NDTC	\$3,102.71
Northland Trust Services	\$745,685.00
ND One Call	\$8.00
O'Reilly's Automotive	\$229.90
Ottertail Power	\$903.22
Personnel Concepts	\$254.99
Petty Cash	\$166.45
Pomp's Tire Service	933.18
Quadient Leasing	\$431.82
Quill	\$147.56
Rodger Haugen	\$115.00
Rush Valley House Movers	\$1,454.72
Sam Hanson	\$21.00
Sandberg Tech of ND	\$150.00
Schwan Wholesale	\$93.00
Scott Cruse	\$346.73
Service Tire	\$44.04
Spencer Halvorson	\$12.90
State of ND Chemistry Lab	\$18.54
Stone's Mobile Radio	62.13
Swank Movie Licensing	\$508.00
Thompson's DL Glass & Paint	\$585.00
Tina Sainsbury	\$2,466.72
Tractor Supply	\$104.93
Yunker Law Firm	\$8,333.33

TOTAL LIST OF BILLS

\$916,286.55