



## City Commission Meeting Agenda

Devils Lake City Hall Commission Chambers

423 6<sup>th</sup> St NE, Devils Lake, 58301

**Monday, April 17, 2023**

### Meeting Items

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Minutes – March 20, 2023

### Awards and Proclamations

- 1) N/A

### Public Hearings – 5:30 PM

- 1) N/A

### Bid Openings – 5:30 PM

- 1) N/A

### Visitors or Delegations

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

- 1) Devils Lake Chamber of Commerce – Paula Vistad

### Commission Portfolios

- 1) N/A

### Old Business

- 1) N/A

### Consent Agenda

- 1) N/A

### New Business

- 1) Authorize Call for Bids – 2023 Asphalt and Concrete Street Repair Project
- 2) Authorize Call for Bids – 2023 Curb, Gutter & Sidewalk
- 3) Summer Maintenance Contract – Ramsey County
- 4) New Opioid Litigation Opt-In (Teva, Allergan, CVS, Walgreens, Walmart)
- 5) First Due Contract
- 6) Capital Improvement Plan Review and Approval
- 7) Park District Project Update and Financing Strategy
- 8) Budget Amendment 01-22 – Final Adjustments to Actual

### Citizen Comment

- 1) N/A

### Informational Items

- 1) March 2023 Finance Report
- 2) FY 2022 Year End Report

**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

April 3, 2023

The regular meeting of the Devils Lake City Commission was held on April 3, 2023, with the following members present: President Moe, Rob Hach, Dale Robbins, Jason Pierce and Shane Hamre.

Commissioner Pierce moved to approve the minutes of the regular Commission meeting held March 20, 2023. The motion was seconded by Commissioner Robbins, and the motion carried unanimously.

Lake Region Heritage Center – Commissioner Hach motioned to approve the second quarter funds to the Lake Region Heritage Center. Commissioner Hamre seconded the motion. The motion carried unanimously on a roll call vote.

Commissioner Hamre – The City Engineer communicated that there is not an update for the Sanitation Department.

Commissioner Hach – The City Engineer communicated that there is not an update for the Utilities Department. The City Assessor communicated that the domestic fowl committee plans on meeting again next Wednesday and will hopefully have an ordinance for the commission to consider for the first meeting in May.

Commissioner Robbins – The City Engineer communicated that the Street Department Supervisor position will be open soon. They also have an entry level position open. They currently have a senior operator filling in for the supervisor position and would like to give him a stipend of \$527 per month until the position is filled. Discussion continued on the street department supervisor position. Commissioner Robbins motioned to approve to stipend for the interim time. Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote. The street department is also working on the equipment list and planning for the snow that will be coming.

Commissioner Pierce – The Fire Chief communicated that they are preparing for the storm. He mentioned that they are starting the new transition process for the new software.

The Police Chief communicated that they had a break in last Friday and he complemented the great work that the team did. He mentioned that the respond time was within three minutes.

The City Administrator communicated that over the last few months Nodak Electric would like to explore a franchise agreement. Nodak Electric will be coming to a future meeting to talk about their services. The Devils Lake Park District Project will be another topic at a future meeting regarding the financing. He also communicated that infrastructure funding has quite a bit of funds set aside at a 2% interest rate.

The City Attorney communicated that there will be a mandate under the DUI ordinance that will bring it more up to date with the century code.

Award City Project 230201 – The City Engineer communicated that they only received one bid for this project, and he is recommending the City Commission to award the bid to Kemper Construction in the amount of \$2,687,426.50. Commissioner Robbins motioned to approve the recommendation to award city project 230201 in contingency of getting the grant funds from the ND Department of Water Resources to be used towards a cost share. Commissioner Pierce seconded the motion. The motion carried 4-1 on a roll call vote.

Devils Lake Regional Airport Infrastructure Investment Consideration – The City Administrator communicated that the City is financially stable to make this investment with Devils Lake Airport. He communicated that this is a draft until we hear back from the water commission on the cost share. Commissioner Hamre made a motion to approve \$1,126,958.80. Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote.

Resolution – Municipal Court Authorized Agents – The City Administrator communicated that we need to change our authorized agents on the Devils Lake Municipal Court checking account. Linda Lybeck, Patricia Knutson, and Richard Johnson, James Moe, Spencer Halvorson, Brina Schuh, and Peter Halbach. Authorized agents that need to be removed are Richard Johnson, Linda Lybeck, and Patricia Knutson. Commissioner Hamre motioned to approve the resolution. Commissioner Hach seconded the motion, and the motion carried unanimously.

Renaissance Zone Project – The City Assessor communicated that the renaissance zone authority took action on February 9<sup>th</sup> to recommend City Commissions approval of Schoepp Family Chiropractic for lease of a space in the building located at 103 College Dr N. He mentioned that this is owned by Debra Storms and they are waiting for a certificate of good standing from the SND State Tax Commissioner. All other requirements for the project have been met. Commissioner Hach motioned to approve the renaissance zone project. Commissioner Pierce seconded the motion, and the motion carried unanimously.

5 Year Exemption of Improvements to Residential Structures – The City Assessor communicated that there are 2 properties that have done improvements and would be eligible for a 5-year exemption. Commissioner Robbins motioned to approve the property tax exemptions. Commissioner Pierce seconded the motion, and the motion carried unanimously.

2<sup>nd</sup> Reading of Ordinance for Annexation – 14<sup>th</sup> St NE & 14<sup>th</sup> Ave NE – Commissioner Robbins motion to approve the 2<sup>nd</sup> reading. Commissioner Hamre seconded the motion, and the motion carried unanimously.

Cost Participation Agreement – City Project 230101 – The City Engineer communicated that the estimated costs for this project are approximately \$700,500. The cost share

participation and maintenance agreement allows up to \$547,800 in federal funding for this project. The Local Cost estimated is \$153,000. Commissioner Hamre motioned to approve the cost share participation agreement. Commissioner Pierce seconded the motion, and the motion carried unanimously.

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**



Date: April 3, 2023

To: President Moe and City Commissioners

From: Michael Grafsgaard, City Engineer/Public Works Director 

Re: Authorization to call for bids – 2023 Asphalt and Concrete Street Repair

Each year the City calls for bids from contractors to repair asphalt and concrete streets. The bidding process ensures the best price for this work.

The Engineering Department is requesting authorization to call for bids for the 2023 Asphalt and Concrete Street Repair project, with bids to be opened at the May 15, 2023 City Commission meeting.

MICHAEL GRAFSGAARD, CITY ENGINEER/PUBLIC WORKS DIRECTOR  
DEVIN GATHMAN, ASSISTANT CITY ENGINEER  
HELEN CARLSON, ENGINEERING ADMIN TECH



Date: April 3, 2023

To: President Moe and City Commissioners

From: Michael Grafsgaard, City Engineer/Public Works Director

Handwritten initials "MEB" in blue ink, enclosed within a blue circular scribble.

Re: Authorization to call for bids – 2023 Curb, Gutter & Sidewalk

Each year the City calls for bids from contractors to repair or replace curb, gutter, sidewalks and driveways. The bidding process ensures the best price for this work.

The Engineering Department is requesting authorization to call for bids for the 2023 Curb, Gutter and Sidewalk project, with bids to be opened at the May 15, 2023 City Commission meeting.

MICHAEL GRAFSGAARD, CITY ENGINEER/PUBLIC WORKS DIRECTOR  
DEVIN GATHMAN, ASSISTANT CITY ENGINEER  
HELEN CARLSON, ENGINEERING ADMIN TECH



Date: April 12, 2023

To: President Moe and City Commissioners

From: Michael Grafsgaard, City Engineer/Public Works Director

Handwritten initials "MEG" in blue ink, enclosed within a blue circular scribble.

Re: Summer Maintenance Contract – Ramsey County

The City is responsible for maintenance of several gravel road sections located within city limits as well as the truck route and landfill road. Each year the City contracts with Ramsey County to blade the gravel roads several times during the summer months.

Attached is a copy of the contract, cost per road section and a map showing locations of roadways. I recommend approval of the contract.

MICHAEL GRAFSGAARD, CITY ENGINEER/PUBLIC WORKS DIRECTOR  
DEVIN GATHMAN, ASSISTANT CITY ENGINEER  
HELEN CARLSON, ENGINEERING ADMIN TECH

**CONTRACT FOR SUMMER MAINTENANCE**

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of April, 2023, by and between Ramsey County (a corporation organized and existing under the laws of the State of North Dakota), party of the first part, and City of Devils Lake, whose address is Devils Lake, North Dakota, party of the second part;

**WITNESSETH**, that the said party of the first part for and in consideration of the sum of \$6,547.20 in hand paid by the party of the second part on or before the 3rd day of March 2023, the receipt of which is hereby acknowledged, does hereby agree as follows:

The party of the first part agrees to provide blading of the roads contained within the said township as hereinafter specified. Said service to be the same, or similar to, that now being provided by the County on those roads as determined by the parties herein.

It is agreed that the party of the second part will determine which roads to be serviced, that the amount will be \$310.00 per mile which includes six (6) bladings per mile (see attached summary).

It is agreed that this contract will run from April 1st of the year of the contract is entered into, until October 31st of the same year. The contract will not be renewed by the party of the first part if the said party of the second part is delinquent in the payment in any extent.

It is agreed by the parties hereto that the above-referred mileage will be determined at the date of the contract and will be the mileage that will be controlling throughout the contract period unless there is a request for increased service by the party of the second part. Additional work or snowplowing to be paid for on an hourly rate based on rate schedule as established each year by the Commissioners. The hourly blading rate for fiscal year April 1st, 2023 to April 1st, 2024 shall be \$145.00 per hour for Township and Government work and \$150.00 per hour for private work.

In the event that the party of the second part wishes to redesignate those roads to be served, they will contact the party of the first part and a determination will be made as to the mileage.

**IN TESTIMONY WHEREOF**, the said parties have caused these presents to be executed, the party of the first part in its corporate name by its chairman of the Board of County Commissioners, and its Auditor, and the party of the second part by its President and Auditor.

**ATTEST:**

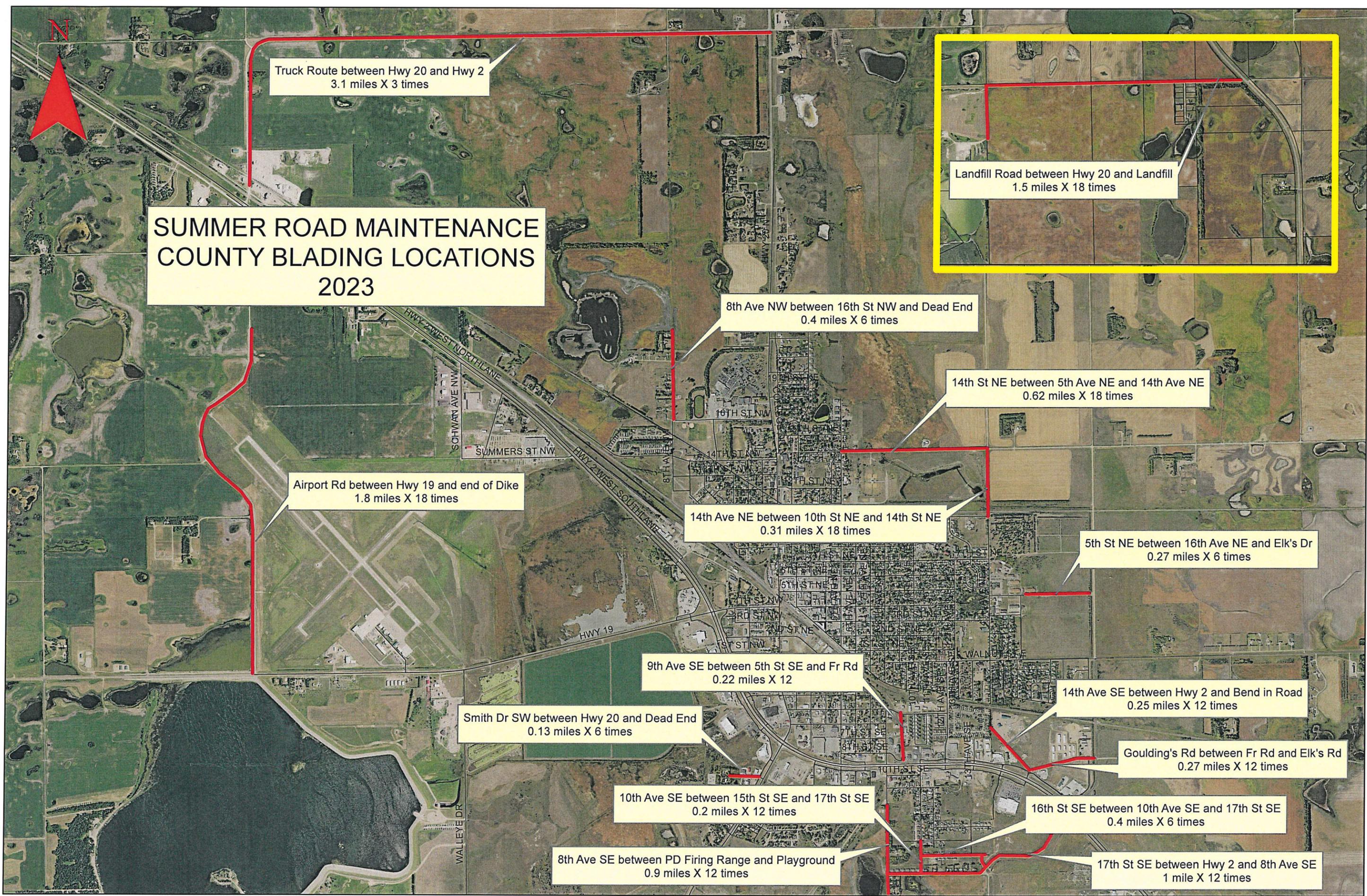
**CITY OF DEVILS LAKE**

\_\_\_\_\_  
**City Administrator/Auditor**

\_\_\_\_\_  
**City Commission President**

## SUMMER ROAD MAINTENANCE - COUNTY BLADING LOCATIONS 2023

<u>ROADWAY DESCRIPTION</u>	<u>MILES</u>	<u>TIMES</u>	<u>RATE</u>	<u>COST</u>
Airport Rd between Hwy 19 and end of Dike	1.80	18	\$930.00	\$1,674.00
Truck Route between Hwy 20 and Hwy 2	3.10	3	\$155.00	\$480.50
8th Ave NW between 16th St NW and Dead End	0.40	6	\$310.00	\$124.00
17th St SE between Hwy 2 and 8th Ave SE	1.00	12	\$620.00	\$620.00
8th Ave SE between PD Firing Range and Playground	0.90	12	\$620.00	\$558.00
10th Ave SE between 15th St SE and 17th St SE	0.20	12	\$620.00	\$124.00
16th St SE between 10th Ave SE and 17th St SE	0.40	6	\$310.00	\$124.00
14th Ave SE between Hwy 2 and Bend in Road	0.25	12	\$620.00	\$155.00
Smith Dr SW between Hwy 20 and Dead End	0.13	6	\$310.00	\$40.30
14th St NE between 5th Ave NE and 14th Ave NE	0.62	18	\$930.00	\$576.60
14th Ave NE between 10th St NE and 14th St NE	0.31	18	\$930.00	\$288.30
Gouldings Rd between Frontage Road and Elk's Rd	0.27	12	\$620.00	\$167.40
5th St NE between 16th Ave NE and Elk's Rd	0.27	6	\$310.00	\$83.70
9th Ave SE between 5th St SE and Frontage Road	0.22	12	\$620.00	\$136.40
Landfill Road between Hwy 20 and Landfill	1.50	18	\$930.00	\$1,395.00
<b>TOTAL COST</b>				<b>\$6,547.20</b>



# SUMMER ROAD MAINTENANCE COUNTY BLADING LOCATIONS 2023

Truck Route between Hwy 20 and Hwy 2  
3.1 miles X 3 times

Landfill Road between Hwy 20 and Landfill  
1.5 miles X 18 times

8th Ave NW between 16th St NW and Dead End  
0.4 miles X 6 times

14th St NE between 5th Ave NE and 14th Ave NE  
0.62 miles X 18 times

Airport Rd between Hwy 19 and end of Dike  
1.8 miles X 18 times

14th Ave NE between 10th St NE and 14th St NE  
0.31 miles X 18 times

5th St NE between 16th Ave NE and Elk's Dr  
0.27 miles X 6 times

9th Ave SE between 5th St SE and Fr Rd  
0.22 miles X 12

14th Ave SE between Hwy 2 and Bend in Road  
0.25 miles X 12 times

Smith Dr SW between Hwy 20 and Dead End  
0.13 miles X 6 times

Goulding's Rd between Fr Rd and Elk's Rd  
0.27 miles X 12 times

10th Ave SE between 15th St SE and 17th St SE  
0.2 miles X 12 times

16th St SE between 10th Ave SE and 17th St SE  
0.4 miles X 6 times

8th Ave SE between PD Firing Range and Playground  
0.9 miles X 12 times

17th St SE between Hwy 2 and 8th Ave SE  
1 mile X 12 times

**Subject:** NEW NATIONAL OPIOID SETTLEMENT NOTICE – Teva, Allergan, CVS, Walgreens, and Walmart - RefNum CL-118085  
**Date:** Tuesday, January 24, 2023 at 3:38:18 PM Eastern Standard Time  
**From:** National Opioids Settlements Implementation Administrator  
**To:** Steve Subcon  
**CC:** Al Attorney  
**Attachments:** national\_opioid\_settlement\_notice\_settlement\_overview.pdf

To: Sandy Fire District #72, OR  
Reference Number: CL-118085

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENTS  
AND UPCOMING ACTION NEEDED TO PARTICIPATE**

New national opioid settlements have been reached with **Teva, Allergan, CVS, Walgreens,** and **Walmart.**

This is the formal notice required by the settlements and authorized by the parties.

Please read this email and the attached document carefully.

You are receiving this notice because your state has elected to participate in one or more of the five national opioid settlements with **Teva, Allergan, CVS, Walgreens,** and **Walmart.** The list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>. Your subdivision or special district may participate in each settlement for which your state has elected to participate.

Your subdivision or special district might have participated in the national opioid settlements with Johnson & Johnson/Janssen or the three Distributors (Cardinal, AmerisourceBergen, and McKesson). This notice concerns the opportunity to participate in one or more of the **new** settlements with **new** Settling Defendants (**Teva, Allergan, CVS, Walgreens,** and **Walmart**). Your subdivision or special district may participate in a new settlement even if it did not participate in a prior national settlement.

In the next few weeks, you will receive additional information and documentation to sign and return if you wish to join the new settlements. Please review the list of individuals on this email and contact the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com) if someone else at your subdivision or special district should receive communications about these settlements.

**Your subdivision or special district must “opt in” to participate in the new settlements.** To do so, you must sign and return the documentation that you will be receiving in the next few weeks.

**The deadline to return the required documentation is April 18, 2023.** *Documentation submitted for prior national settlements is not applicable to the new settlements.*

The attached document provides additional information concerning the new national opioid settlements involving **Teva, Allergan, CVS, Walgreens,** and **Walmart.**

Questions about this notice or the process for receiving and submitting the required Settlement Participation Forms may be directed to your attorney, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or your Attorney General's Office.

**If your subdivision or special district is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this notice.**

Thank you,

National Opioid Settlements Implementation Administrator  
*National Teva, Allergan, Walgreens, Walmart, and CVS Settlements*

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*

National Opioid Settlements: Teva, Allergan, CVS, Walgreens, and Walmart

Wasilla city, AK

Reference Number: CL-104958

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:  
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID SETTLEMENTS.***

**SETTLEMENT OVERVIEW**

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against two pharmaceutical manufacturers, Teva and Allergan (“Manufacturers”), and three pharmacies, CVS, Walgreens, and Walmart (“Pharmacies”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys’ fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

Each of the proposed settlements has two key participation steps.

**First**, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

**Second**, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Devils Lake city, ND  
Reference Number: CL-387638

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: April 18, 2023***

Five new proposed national opioid settlements (“*New National Opioid Settlements*”) have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** (“Settling Defendants”). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district (“subdivision”).

You are receiving this *Participation Package* because North Dakota is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

**The *Participation Form for each settlement* must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or the North Dakota Attorney General's Office at [cpat@nd.gov](mailto:cpat@nd.gov) or 701-328-5570.

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes     No

Governmental Entity: Devils Lake city	State: ND
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Devils Lake city	State: ND
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K**

**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes       No

Governmental Entity: Devils Lake city	State: ND
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K**

**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes       No

Governmental Entity: Devils Lake city	State: ND
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K**

**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: Devils Lake city	State: ND
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") dated as of **April 15, 2023** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the **Devils Lake City Fire Department** located at **621 College Dr N., Devils Lake, ND 58301** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history) , residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.
11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising

from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.

17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

b. **Tax Exempt** \_\_\_\_\_ (Yes/No)

If Yes, please email a copy of the Exempt Certificate to [accounting@firstdue.com](mailto:accounting@firstdue.com).

c. **Purchase Order Required** \_\_\_\_\_ (Yes/No)

If Yes, return a copy of the Purchase Order with the signed agreement or email a copy to [accounting@firstdue.com](mailto:accounting@firstdue.com).

**LOCALITY MEDIA, INC.**

**Devils Lake City Fire Department**

By: Andreas Huber

By: \_\_\_\_\_

Name: Andreas Huber

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Locality Media, Inc. dba First Due  
 107 Seventh St  
 Garden City, NY 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

**Exhibit A - Quote**  
 Prepared By: Justin Kelly  
 Valid Until: May 15, 2023  
 Quote Number: 1545132000162298152

**BILL TO:**

Nate Bennett  
 Devils Lake City Fire Department  
 621 College Dr N.  
 Devils Lake, ND 58301

**Account:** Devils Lake City Fire Department

**Subscription Start:** April 15, 2023

**Initial Term:** 12 months

**Annual Subscription:** \$ 8,950.00

Product Details	Total
<b>Occupancy Management &amp; Pre-Incident Planning</b> Manage Occupancies, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.	
<b>Responder</b> Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
<b>Inspections</b> Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
<b>Incident Reporting – NFIRS</b> NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
<b>Personnel Management</b> Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
<b>Training Records</b> Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
<b>Events &amp; Activities</b> Create Events, View Global Activity Log, and Access Global Calendar.	
<b>Assets &amp; Inventory</b> Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
<b>Community Connect</b> Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	
<b>CAD Integration</b> Automated importing of CAD calls via XML, Database Connector or API.	
<b>Online Standard Training Package</b> Includes a one-hour planning session and up to 6 hours of webinar train-the-trainer sessions	

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**Implementation and Configuration Services**

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

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One-Time Fees Subtotal	\$ 950.00
Subscription Fees Subtotal	\$ 8,950.00
<b>Grand Total</b>	<b>\$ 9,900.00</b>

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**Statement of Work**

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

**Terms and Conditions**

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

**Payment Terms:** Net 30 days

**For electronic ACH payment:** JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due  
 107 Seventh St  
 Garden City, NY 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

## Statement of Work

For Quote Number: 1545132000162298152

# Statement of Work | Devils Lake City Fire Department

## Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

### 1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, custom training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

### 2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive the purchased training as outlined in Exhibit A - Quote throughout the implementation process as outlined:

1. Webinar Administrator training during configuration sessions
2. Webinar formal Train-the-Trainer and/or End User Session(s) during the training phase
3. Access to online training videos, documents, content, and interactive knowledgebase

**3. Integrations:**

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

**4. Data Migration:**

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due import workbooks
4. Importing of Data into First Due

**5. Support:**

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Locality Media, Inc.**

**2** Business name/disregarded entity name, if different from above

**First Due**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**107 7th Street**

**6** City, state, and ZIP code  
**Garden City, NY 11530**

**7** List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-					
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**or**

**Employer identification number**

8	1	-	1	3	8	8	0	6	2
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#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Andreas Huber*

Date ▶ Jan 03 2023 07:29 PST

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Agenda Item:** Capital Improvement Plan

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**Submitted By:** Spencer Halvorson, City Administrator/Auditor  
Mike Grafsgaard, City Engineer  
Devin Gathman, Assistant City Engineer

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**Staff Recommended Action:** Approve the Capital Improvement Plan

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The City of Devils Lake frequently updates its Capital Improvement Plan to layout its infrastructure priorities and create a framework for financially addressing the City's capital investment needs. The Capital Improvement Review Group met to go over needed infrastructure investments and to collaboratively identify a framework to address the numerous financial, logistical, and strategic considerations.

The attached plan reflects the due diligence undertaken by the Capital Improvement Review Group to identify a comprehensive and sustainable approach to the City's future infrastructure needs.

Financial considerations for the plan were made with the following assumptions:

- The City receives the standard 60% municipal project cost share with the ND State Water Commission for the upcoming 2023-2024 water main project. This cost share was approved by the SWC on April 13<sup>th</sup>, 2023.
- The City in future budgets allocates at least 31% of its sales tax to infrastructure (Fund 2033).
  - o In FY 2023 the City is allocating 26% and can adjust these allocations given status of Debt Service Revenue Accounts (5000).
  - o City sales tax projections at a conservative 2% growth.
- Nonbonded Debt Service revenue reflects income from current projects being assessed as well as an extra \$50,000 per year for new assessments for projects being planned.
- Prairie Dog Municipal Infrastructure bucket fills in the second year of each biennium and no additional funds received each biennium beyond that.
  - o This would result in the City receiving \$2.5 million in every odd numbered year.
- Water Source Replacement fee remaining at \$9.



**2023 - 2028**  
**Capital Improvement Plan (CIP)**

April 2023

City of Devils Lake - Capital Improvement Plan Project Summary

Updated 4/3/2023



Project - Scheduled

Project - Flexible

Project - Other Funding

2023

2023 Watermain Replacement	Total Cost	Local Share	Non-Local Share
2022/2023 Watermain Replacement - West Side	\$ 612,500	\$ 318,500	\$ 294,000
2022/2023 Watermain Replacement - West Side 2022 Reimbursement	\$ -	\$ (366,000)	\$ 366,000
2023/2024 Watermain Replacement - South Side, 2nd St NE	\$ 1,714,632	\$ 827,732	\$ 886,900
<b>2023 Watermain Replacement Total:</b>	<b>\$ 2,327,132</b>	<b>\$ 780,232</b>	<b>\$ 1,546,900</b>
2023 New Construction	Total Cost	Local Share	Non-Local Share
Subgrade Repair & Gravel Overlay - 14th St NE/14th Ave NE	\$ 700,520	\$ 152,720	\$ 547,800
<b>2023 New Construction Total:</b>	<b>\$ 700,520</b>	<b>\$ 152,720</b>	<b>\$ 547,800</b>
2023 Miscellaneous Construction	Total Cost	Local Share	Non-Local Share
City Curb & Gutter Replacement Program	\$ 10,000	\$ 10,000	\$ -
City Sidewalk Replacement Program	\$ 50,000	\$ 50,000	\$ -
DLWTP SCADA Upgrades	\$ 100,000	\$ 100,000	\$ -
Stromquist Storm Sewer Improvements	\$ 461,428	\$ 461,428	\$ -
<b>2023 Miscellaneous Construction Total:</b>	<b>\$ 621,428</b>	<b>\$ 621,428</b>	<b>\$ -</b>
<b>2023 Total:</b>	<b>\$ 3,649,079</b>	<b>\$ 1,554,379</b>	<b>\$ 2,094,700</b>

2024

2024 Mill & Overlay	Total Cost	Local Share	Non-Local Share
Mill & Overlay - West Side	\$ 1,822,700	\$ 1,822,700	\$ -
<b>2024 Mill &amp; Overlay Total:</b>	<b>\$ 1,822,700</b>	<b>\$ 1,822,700</b>	<b>\$ -</b>
2024 Watermain Replacement	Total Cost	Local Share	Non-Local Share
2023/2024 Watermain Replacement - South Side, 2nd St NE	\$ 1,714,632	\$ 827,732	\$ 886,900
<b>2024 Watermain Replacement Total:</b>	<b>\$ 1,714,632</b>	<b>\$ 827,732</b>	<b>\$ 886,900</b>
2024 New Construction	Total Cost	Local Share	Non-Local Share
New Construction - 8th Ave SE, 9th AVE SE, 10th Ave SE, 16th St SE, 17th St SE	\$ 2,788,750	\$ 1,185,750	\$ 1,603,000
<b>2024 New Construction Total:</b>	<b>\$ 2,788,750</b>	<b>\$ 1,185,750</b>	<b>\$ 1,603,000</b>
2024 Miscellaneous Construction	Total Cost	Local Share	Non-Local Share
City Curb & Gutter Replacement Program	\$ 10,000	\$ 10,000	\$ -
City Sidewalk Replacement Program	\$ 50,000	\$ 50,000	\$ -
Ford Storm Sewer Lift Station Improvements - Remove/Replace Splash Pad	\$ 100,000	\$ 100,000	\$ -
<b>2024 Miscellaneous Construction Total:</b>	<b>\$ 160,000</b>	<b>\$ 160,000</b>	<b>\$ -</b>
<b>2024 Total:</b>	<b>\$ 6,486,082</b>	<b>\$ 3,996,182</b>	<b>\$ 2,489,900</b>

City of Devils Lake - Capital Improvement Plan Project Summary

Updated 4/3/2023



Project - Scheduled

Project - Flexible

Project - Other Funding

2025

2025 Mill & Overlay	Total Cost	Local Share	Non-Local Share
Mill & Overlay - Original Townsite	\$ 1,240,500	\$ 1,240,500	\$ -
<b>2025 Mill &amp; Overlay Total:</b>	<b>\$ 1,240,500</b>	<b>\$ 1,240,500</b>	<b>\$ -</b>
2025 Seal Coat	Total Cost	Local Share	Non-Local Share
Seal Coat - Various Locations (2021 & 2022 Projects)	\$ 475,420	\$ 475,420	\$ -
<b>2025 Seal Coat Total:</b>	<b>\$ 475,420</b>	<b>\$ 475,420</b>	<b>\$ -</b>
2025 New Construction	Total Cost	Local Share	Non-Local Share
New Construction - Hospital Development (Lighting, Roadway, Sewer, Water)	\$ 3,000,000	\$ 3,000,000	\$ -
<b>2025 New Construction Total:</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ -</b>
2025 Miscellaneous Construction	Total Cost	Local Share	Non-Local Share
City Curb & Gutter Replacement Program	\$ 10,000	\$ 10,000	\$ -
City Sidewalk Replacement Program	\$ 50,000	\$ 50,000	\$ -
Inert Landfill Expansion	\$ 1,000,000	\$ 1,000,000	\$ -
Lead Service Line Replacement	\$ 50,000	\$ 50,000	\$ -
<b>2025 Miscellaneous Construction Total:</b>	<b>\$ 1,110,000</b>	<b>\$ 1,110,000</b>	<b>\$ -</b>
<b>2025 Total:</b>	<b>\$ 5,825,920</b>	<b>\$ 5,825,920</b>	<b>\$ -</b>

2026

2026 Mill & Overlay	Total Cost	Local Share	Non-Local Share
Mill & Overlay - South Side	\$ 1,295,000	\$ 1,295,000	\$ -
<b>2026 Mill &amp; Overlay Total:</b>	<b>\$ 1,295,000</b>	<b>\$ 1,295,000</b>	<b>\$ -</b>
2026 Miscellaneous Construction	Total Cost	Local Share	Non-Local Share
City Curb & Gutter Replacement Program	\$ 10,000	\$ 10,000	\$ -
City Sidewalk Replacement Program	\$ 50,000	\$ 50,000	\$ -
Lead Service Line Replacement	\$ 50,000	\$ 50,000	\$ -
<b>2026 Miscellaneous Construction Total:</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ -</b>
<b>2026 Total:</b>	<b>\$ 1,405,000</b>	<b>\$ 1,405,000</b>	<b>\$ -</b>

2027

2027 Mill & Overlay	Total Cost	Local Share	Non-Local Share
Mill & Overlay - 12th Ave SE, 12th Ave NE, 5th St SE, 10th St NE	\$ 1,517,450	\$ 303,490	\$ 1,213,960
<b>2027 Mill &amp; Overlay Total:</b>	<b>\$ 1,517,450</b>	<b>\$ 303,490</b>	<b>\$ 1,213,960</b>
2027 Seal Coat	Total Cost	Local Share	Non-Local Share
Seal Coat - Various Locations (2024 & 2025 Projects)	\$ 336,710	\$ 336,710	\$ -
<b>2027 Seal Coat Total:</b>	<b>\$ 336,710</b>	<b>\$ 336,710</b>	<b>\$ -</b>
2027 Water Main Replacement	Total Cost	Local Share	Non-Local Share
Water Main Replacement - 5th Ave NE, 4th St NE, 5th St NE, 6th St NE	\$ 3,232,000	\$ 1,616,000	\$ 1,616,000
<b>2027 Water Main Replacement Total:</b>	<b>\$ 3,232,000</b>	<b>\$ 1,616,000</b>	<b>\$ 1,616,000</b>
2027 Miscellaneous Construction	Total Cost	Local Share	Non-Local Share
City Curb & Gutter Replacement Program	\$ 10,000	\$ 10,000	\$ -
City Sidewalk Replacement Program	\$ 50,000	\$ 50,000	\$ -
Lead Service Line Replacement	\$ 50,000	\$ 50,000	\$ -
<b>2027 Miscellaneous Construction Total:</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ -</b>
<b>2027 Total:</b>	<b>\$ 5,196,160</b>	<b>\$ 2,366,200</b>	<b>\$ 2,829,960</b>

**City of Devils Lake - Capital Improvement Plan Project Summary**

Updated 4/3/2023



**Project - Scheduled**

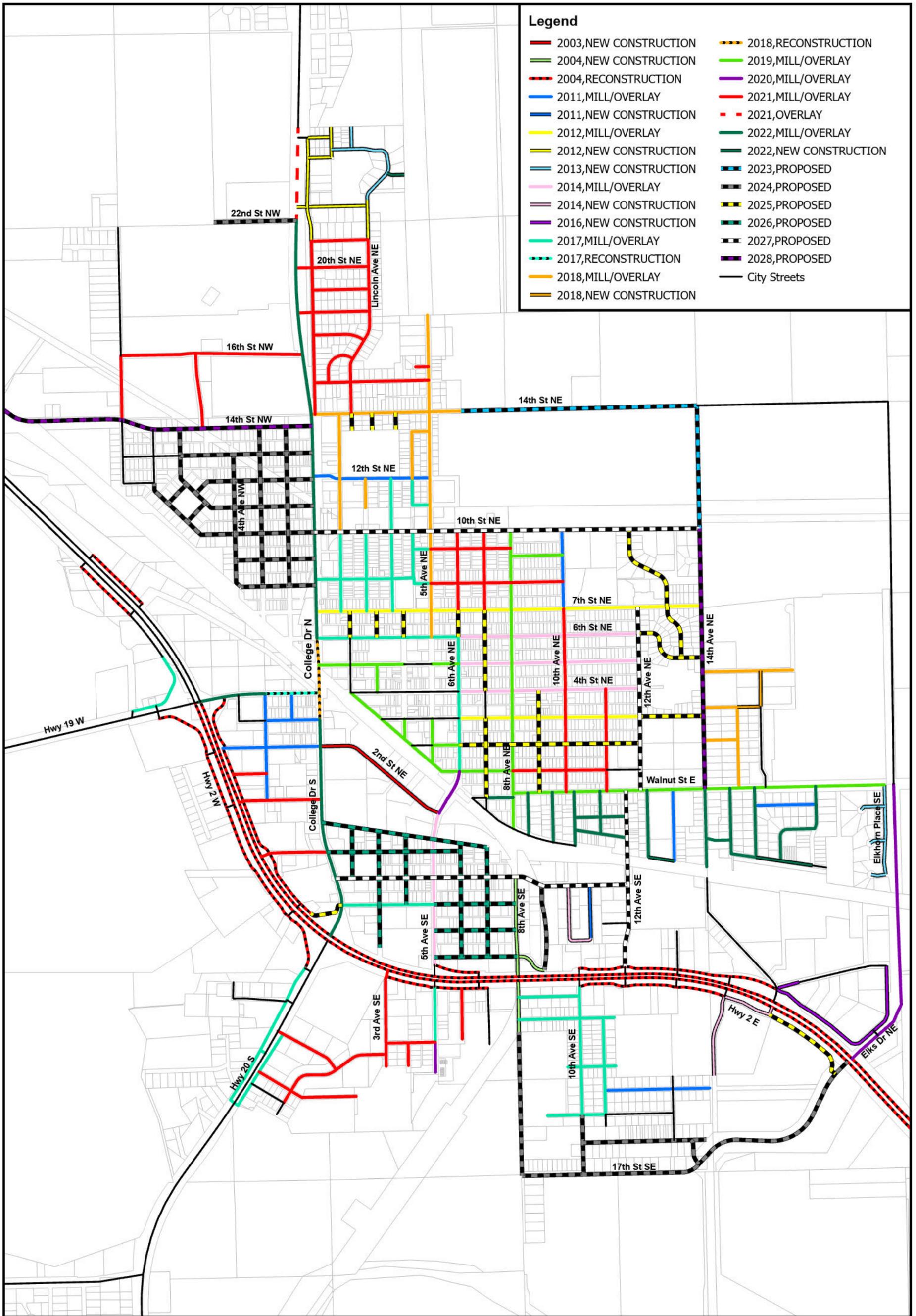
**Project - Flexible**

**Project - Other Funding**

**2028**

2028 Mill & Overlay	Total Cost	Local Share	Non-Local Share
Mill & Overlay - 14th Ave NE, 14th St NW	\$ 885,500	\$ 177,100	\$ 708,400
<b>2028 Mill &amp; Overlay Total:</b>	<b>\$ 885,500</b>	<b>\$ 177,100</b>	<b>\$ 708,400</b>
2028 New Construction	Total Cost	Local Share	Non-Local Share
New Construction - 14th Ave NE, 14th St NE	\$ 1,025,000	\$ 205,000	\$ 820,000
<b>2028 New Construction Total:</b>	<b>\$ 1,025,000</b>	<b>\$ 205,000</b>	<b>\$ 820,000</b>
2028 Miscellaneous Construction	Total Cost	Local Share	Non-Local Share
City Curb & Gutter Replacement Program	\$ 10,000	\$ 10,000	\$ -
City Sidewalk Replacement Program	\$ 50,000	\$ 50,000	\$ -
Lead Service Line Replacement	\$ 50,000	\$ 50,000	\$ -
<b>2028 Miscellaneous Construction Total:</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ -</b>
<b>2028 Total:</b>	<b>\$ 2,020,500</b>	<b>\$ 492,100</b>	<b>\$ 1,528,400</b>

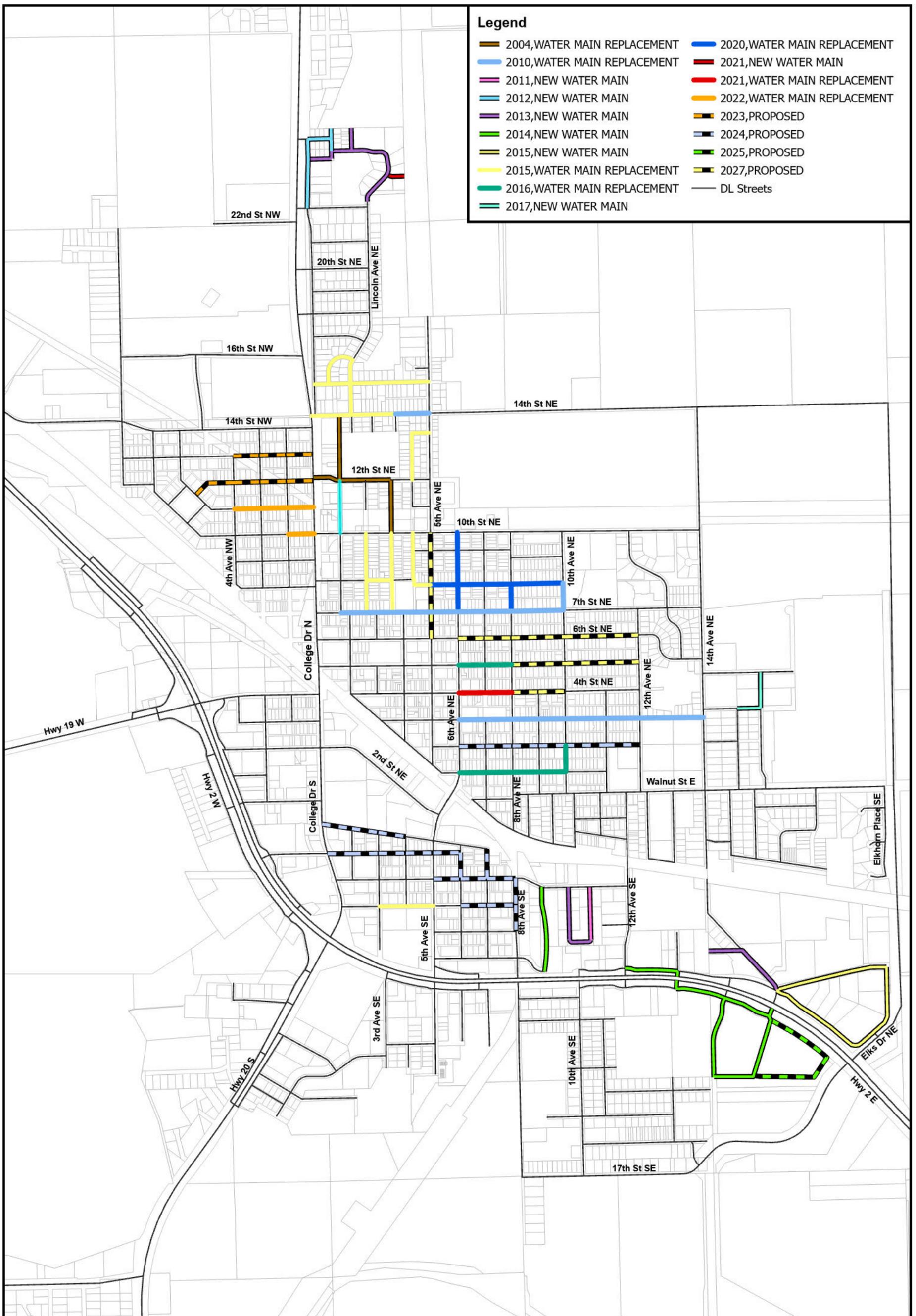
	Total Cost	Local Share	Non-Local Share
<b>2023-2028 Mill &amp; Overlay Total:</b>	<b>\$ 6,761,150</b>	<b>\$ 4,838,790</b>	<b>\$ 1,922,360</b>
<b>2023-2028 Seal Coat Total:</b>	<b>\$ 812,130</b>	<b>\$ 812,130</b>	<b>\$ -</b>
<b>2023-2028 New Construction Total:</b>	<b>\$ 7,514,270</b>	<b>\$ 4,543,470</b>	<b>\$ 2,970,800</b>
<b>2023-2028 Misc. Construction Total:</b>	<b>\$ 2,221,428</b>	<b>\$ 2,221,428</b>	<b>\$ -</b>
<b>2023-2028 Watermain Replacement Total:</b>	<b>\$ 7,273,763</b>	<b>\$ 3,223,963</b>	<b>\$ 4,049,800</b>
<b>2023-2028 Total:</b>	<b>\$ 24,582,741</b>	<b>\$ 15,639,781</b>	<b>\$ 8,942,960</b>



# Roadway Improvement Plan

Created By: City Engineering Department

Updated: April 3rd, 2023

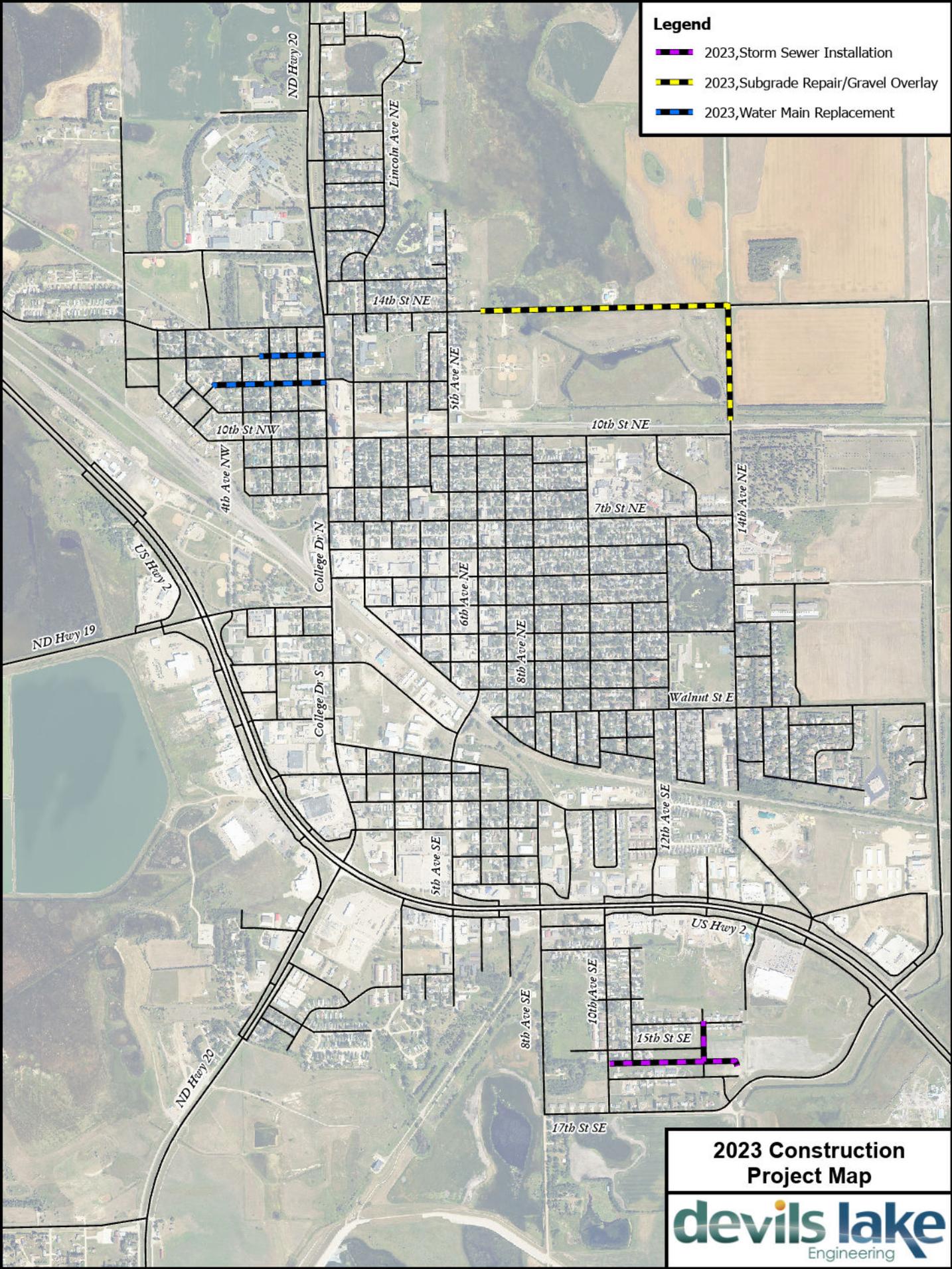


# Water Main Improvement Plan

Created By: City Engineering Department

Updated: April 3rd, 2023



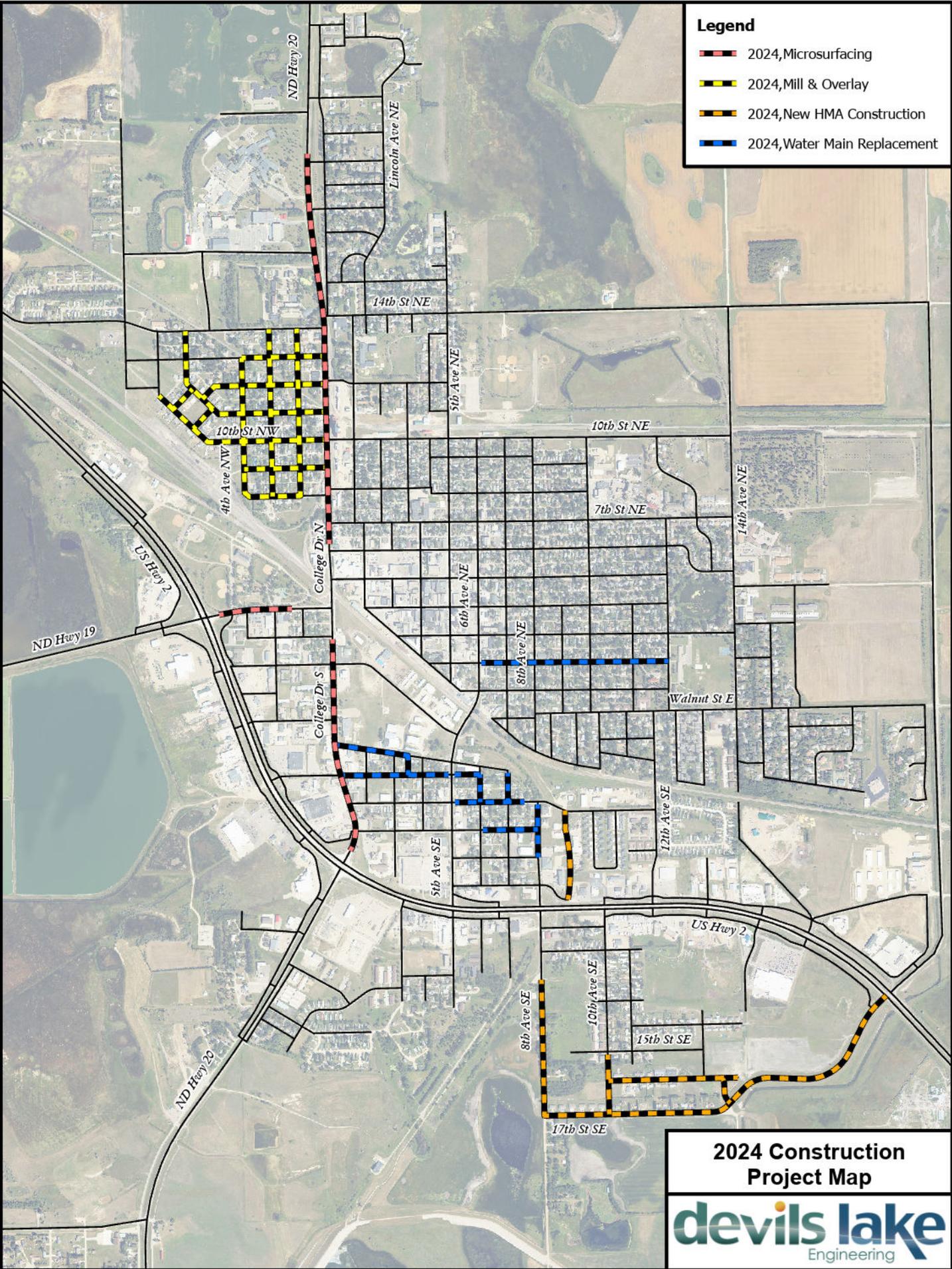


**Legend**

- 2023, Storm Sewer Installation
- 2023, Subgrade Repair/Gravel Overlay
- 2023, Water Main Replacement

**2023 Construction Project Map**

**devils lake**  
Engineering

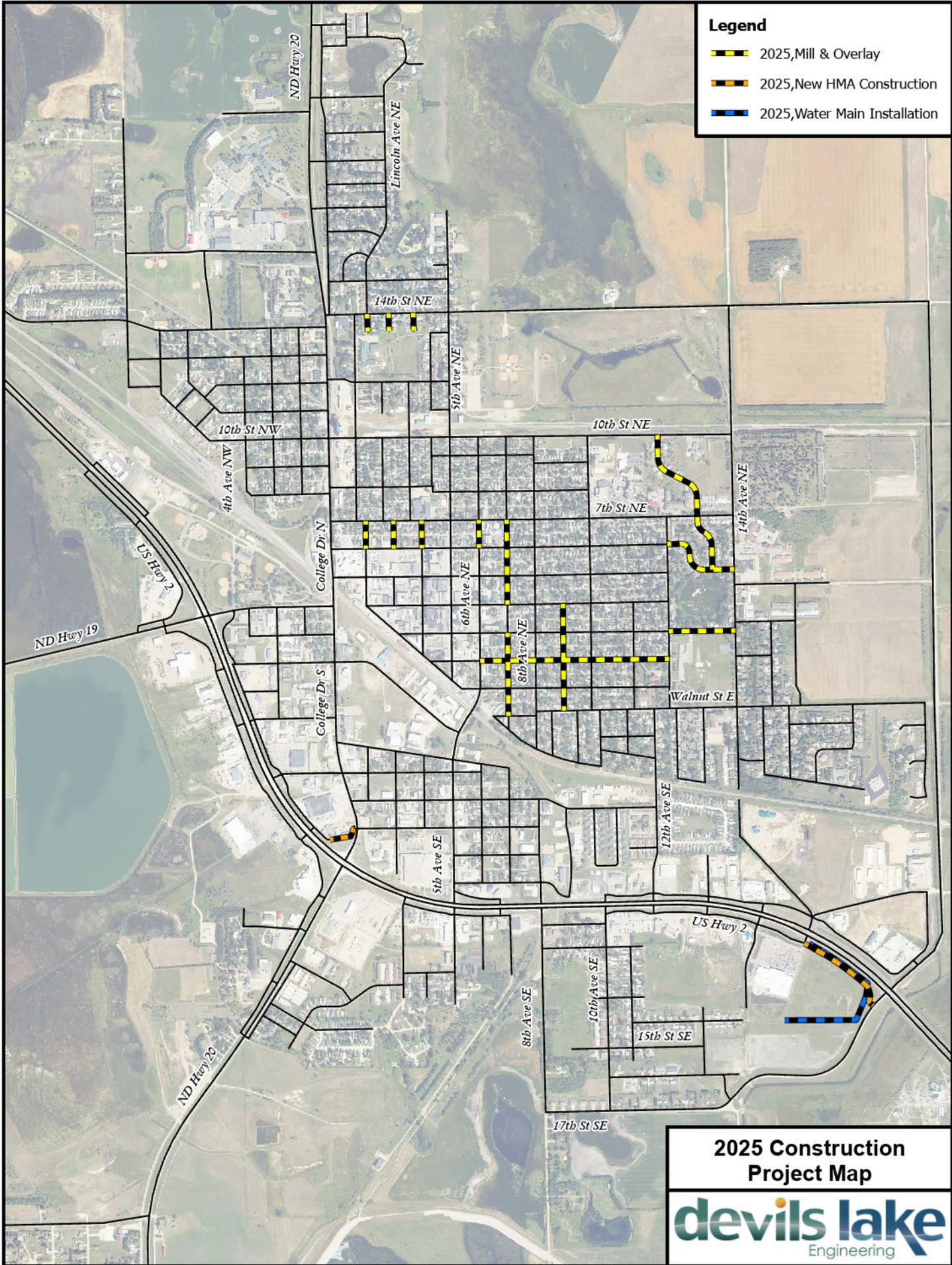


**Legend**

- 2024, Microsurfacing
- 2024, Mill & Overlay
- 2024, New HMA Construction
- 2024, Water Main Replacement

**2024 Construction  
Project Map**

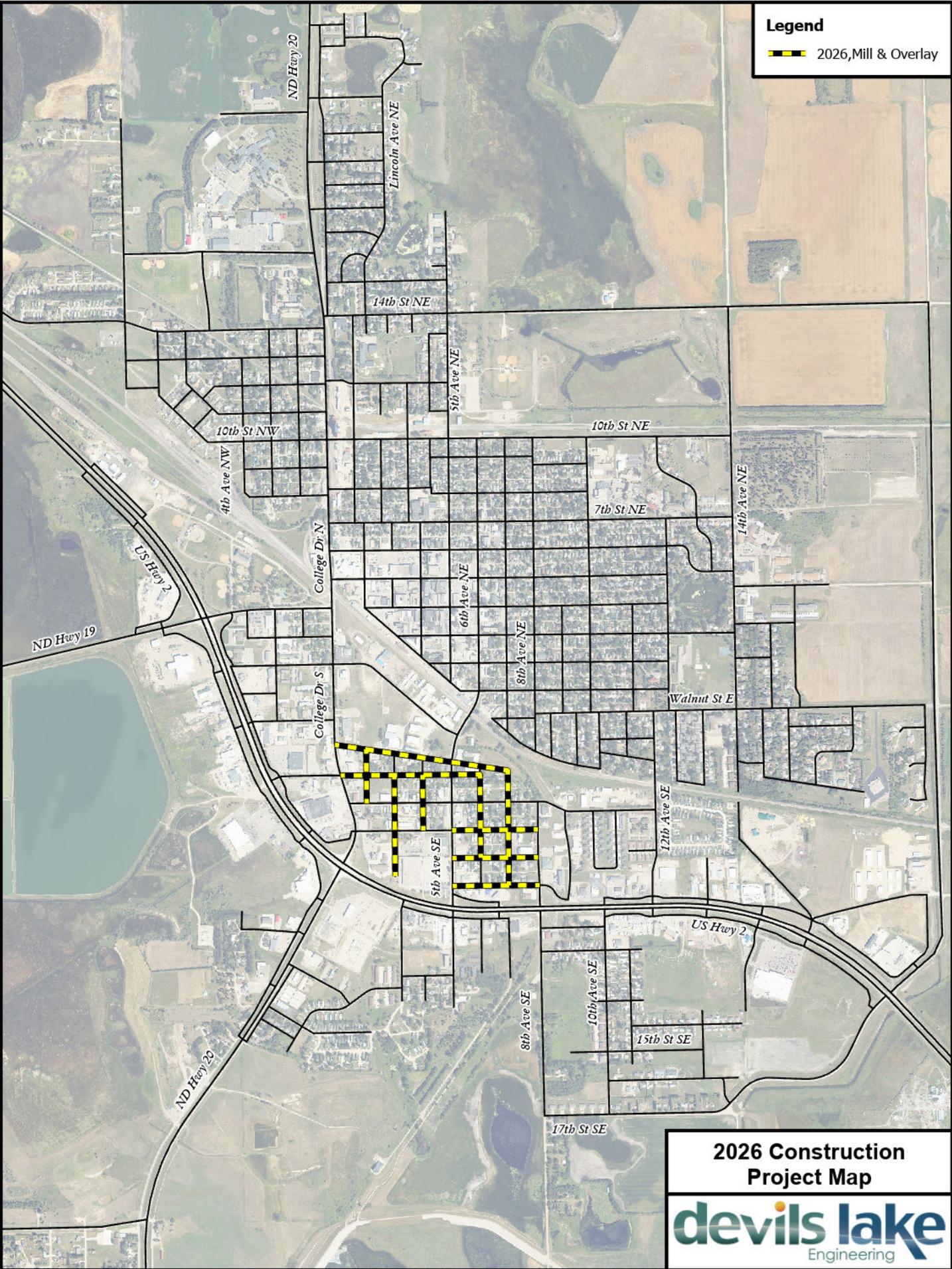
**devils lake**  
Engineering



**Legend**

- 2025, Mill & Overlay
- 2025, New HMA Construction
- 2025, Water Main Installation

**2025 Construction  
Project Map**

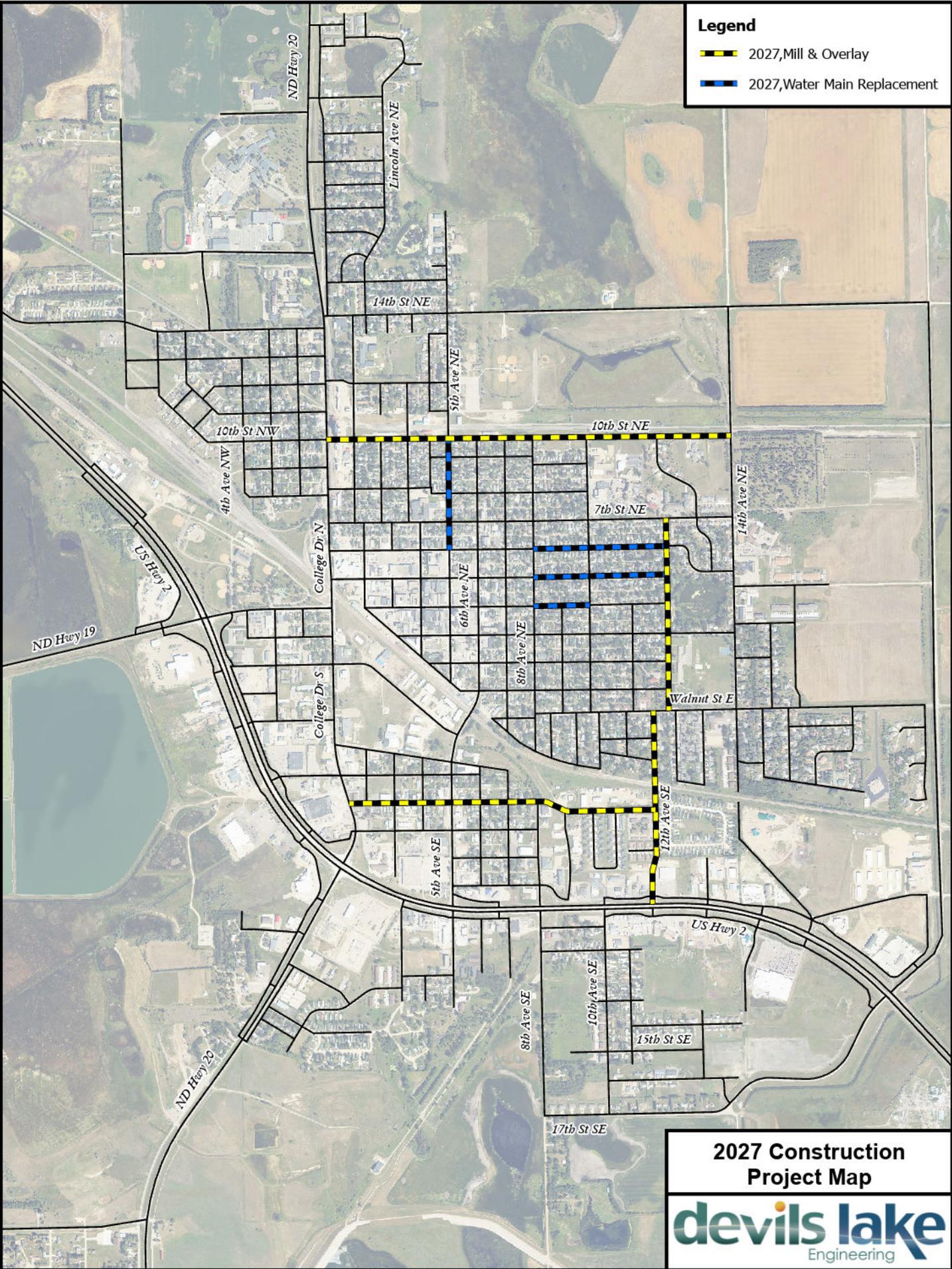


**Legend**

 2026, Mill & Overlay

**2026 Construction  
Project Map**



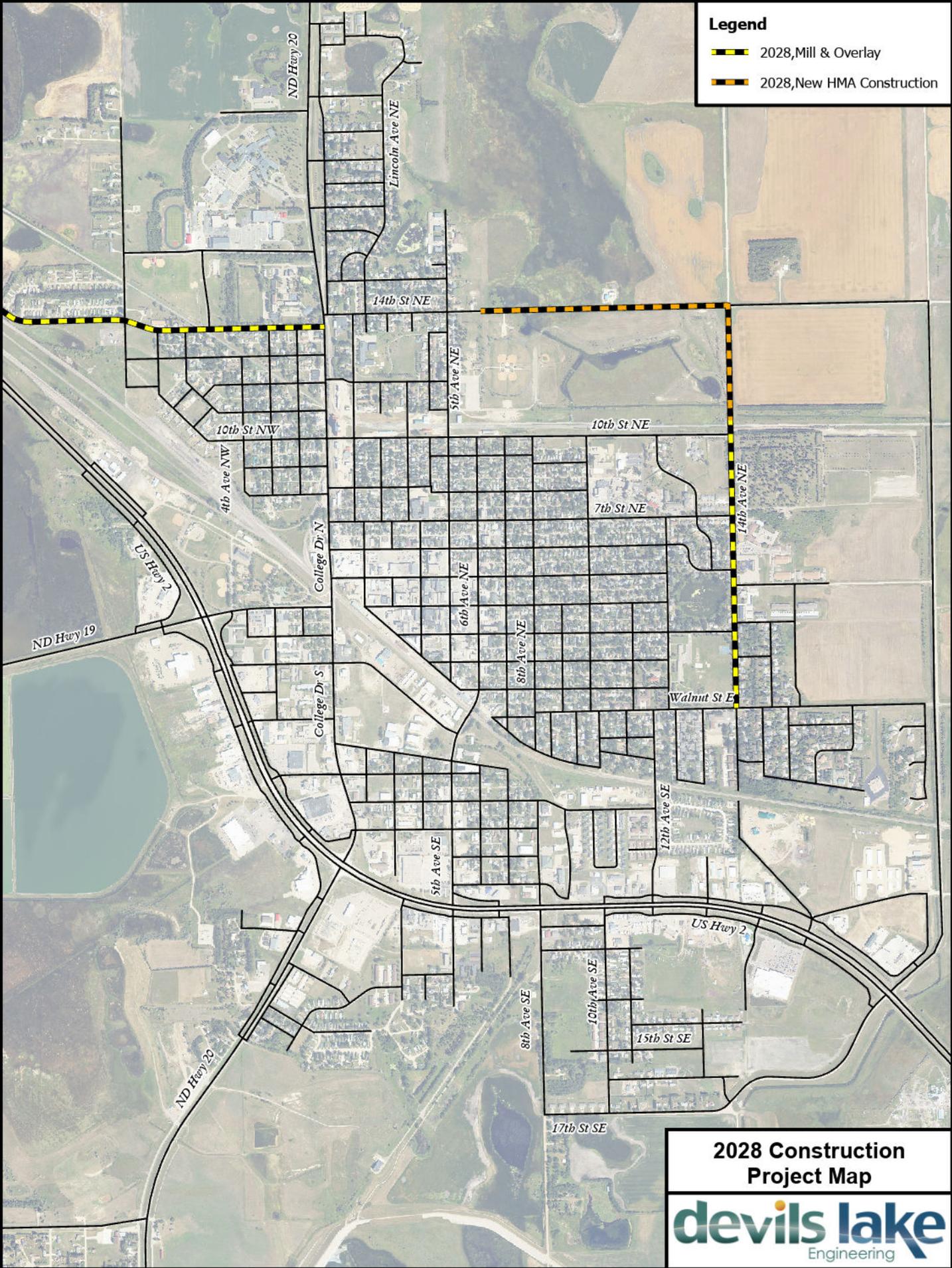


**Legend**

- 2027, Mill & Overlay
- 2027, Water Main Replacement

**2027 Construction  
Project Map**





**Legend**

- 2028, Mill & Overlay
- 2028, New HMA Construction

**2028 Construction  
Project Map**



Project - Scheduled      Project - Flexible      Project - Other Funding

**Prarie Dog Fund**

	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Start Balance</b>	\$ 3,662,173	\$ 2,017,590	\$ 194,890	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
<b>Revenue</b>	\$ 1,152,742	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000
<b>Transfer In</b>			\$ 45,610						
<b>Projects</b>									
Existing Project Pay-Off (4312)	\$ (513,568)								
Existing Project Pay-Off (4528, 4530)	\$ (1,156,798)								
Airport Runway/Taxiway Project	\$ (1,126,959)								
Mill & Overlay - West Side		\$ (1,822,700)							
Mill & Overlay - Original Townsite			\$ (1,240,500)						
New Const. - Hospital Development			\$ (1,500,000)		\$ (1,500,000)				
New Const. - Industrial Park							\$ (2,500,000)		
<b>End Balance</b>	\$ 2,017,590	\$ 194,890	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 3,500,000

**City Sales Tax**

	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Total Sales Tax (+2%/yr)</b>	\$ 4,100,000	\$ 4,182,000	\$ 4,265,640	\$ 4,350,953	\$ 4,437,972	\$ 4,526,731	\$ 4,617,266	\$ 4,709,611	\$ 4,803,803
26% Sales Tax	\$ 1,066,000	\$ 1,087,320	\$ 1,109,066	\$ 1,131,248	\$ 1,153,873	\$ 1,176,950	\$ 1,200,489	\$ 1,224,499	\$ 1,248,989
29% Sales Tax	\$ 1,189,000	\$ 1,212,780	\$ 1,237,036	\$ 1,261,776	\$ 1,287,012	\$ 1,312,752	\$ 1,339,007	\$ 1,365,787	\$ 1,393,103
31% Sales Tax	\$ 1,271,000	\$ 1,296,420	\$ 1,322,348	\$ 1,348,795	\$ 1,375,771	\$ 1,403,287	\$ 1,431,352	\$ 1,459,979	\$ 1,489,179
33% Sales Tax	\$ 1,353,000	\$ 1,380,060	\$ 1,407,661	\$ 1,435,814	\$ 1,464,531	\$ 1,493,821	\$ 1,523,698	\$ 1,554,172	\$ 1,585,255

**Bond Payments - Infrastructure**

	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>5483 Mauve Est.</b>	\$ 7,517	\$ 7,517	\$ 7,517	\$ 7,517	\$ 7,517	\$ 7,517	\$ -	\$ -	\$ -
<b>5485 Various St Imp</b>	\$ 48,671	\$ 48,671	\$ 48,671	\$ 48,671	\$ 48,671	\$ 48,671	\$ 48,671	\$ 48,671	\$ 48,671
<b>5492 Highland/Agassiz</b>	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000
<b>5493 Cenex</b>	\$ 20,942	\$ 20,942	\$ 20,942	\$ 20,942	\$ 20,942	\$ 20,942	\$ 20,942	\$ 20,942	\$ 20,942
<b>8008 Beautification</b>	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
<b>4019 Flood Protection</b>	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
<b>2033 Miscellaneous</b>	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 150,000
<b>Total</b>	\$ 647,130	\$ 597,130	\$ 597,130	\$ 597,130	\$ 597,130	\$ 597,130	\$ 589,613	\$ 589,613	\$ 639,613
<b>Remaining 26%</b>	\$ 418,870	\$ 490,190	\$ 511,936	\$ 534,118	\$ 556,743	\$ 579,820	\$ 610,876	\$ 634,886	\$ 609,376
<b>Remaining 29%</b>	\$ -	\$ 615,650	\$ 639,906	\$ 664,646	\$ 689,882	\$ 715,622	\$ 749,394	\$ 776,174	\$ 753,490
<b>Remaining 31%</b>	\$ -	\$ 699,290	\$ 725,218	\$ 751,665	\$ 778,641	\$ 806,157	\$ 841,739	\$ 870,366	\$ 849,566
<b>Remaining 33%</b>	\$ -	\$ 782,930	\$ 810,531	\$ 838,684	\$ 867,401	\$ 896,691	\$ 934,085	\$ 964,559	\$ 945,642

**General Infrastructure Fund**

	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Start Balance</b>	\$ 864,006	\$ 567,332	\$ 397,588	\$ 359,240	\$ 64,109	\$ 44,219	\$ 504,416	\$ 378,255	\$ 966,523
<b>Sales Tax Revenue (31%)</b>	\$ 418,870	\$ 699,290	\$ 725,218	\$ 751,665	\$ 778,641	\$ 806,157	\$ 841,739	\$ 870,366	\$ 849,566
<b>Non-Bonded Debt Service Revenue</b>	\$ 131,910	\$ 130,278	\$ 113,902	\$ 108,203	\$ 101,669	\$ 96,140	\$ 92,100	\$ 87,901	\$ 83,067
<b>New Special Assessment Revenue</b>	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Transfer In</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Projects</b>									
Existing Project Pay-Off (4220)	\$ (2,175)								
Existing Project Pay-Off (4351)	\$ (67,833)								
Existing Project Pay-Off (4516)	\$ (102,235)								
Existing Project Pay-Off (4520)	\$ (1,063)								
City Curb, Gutter & Sidewalk Program	\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ (60,000)	
Stromquist Storm Sewer Improvements	\$ (461,428)								
14th Ave NE/14th St NE	\$ (152,720)								
DLWTP SCADA Upgrades	\$ (100,000)								
New Const. - Stromquist Paving		\$ (889,313)	\$ (296,438)						
Ford Lift Station Improvements - Splash Pad		\$ (100,000)							
Seal Coat - Various (2021 & 2022 Projects)			\$ (475,420)						
Mill & Overlay - Original Town Site (Transfer Out)			\$ (45,610)						
Lead Service Line Replacement			\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)		
Inert Landfill Expansion			\$ (350,000)	\$ (350,000)	\$ (300,000)				
Mill & Overlay - South Side				\$ (1,095,000)	\$ (200,000)				
Seal Coat - Various (2023 & 2024 Projects)					\$ (336,710)				
Mill & Overlay - 10th St, 12th Ave (Urban)					\$ (303,490)				
Mill & Overlay - 14th St, 14th Ave (Urban)						\$ (177,100)			
New Const. - 14th St, 14th Ave (Urban)						\$ (205,000)			
Ford Lift Station Improvements - Capacity							\$ (1,000,000)		
Downtown Alley Mill & Overlay								\$ (210,000)	
Downtown Parking Lot Mill & Overlay								\$ (150,000)	
<b>End Balance</b>	\$ 567,332	\$ 397,588	\$ 359,240	\$ 64,109	\$ 44,219	\$ 504,416	\$ 378,255	\$ 966,523	\$ 1,949,156

**Water Source Replacement Fund**

	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Start Balance</b>	\$ 3,425,467	\$ 3,695,467	\$ 3,965,467	\$ 1,865,528	\$ 2,135,528	\$ 2,405,528	\$ 1,059,528	\$ 1,329,528	\$ 1,599,528
<b>Revenue</b>	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000
<b>Projects</b>									
Water Main Replacement - West Side			\$ (714,475)						
Water Main Replacement - South Side			\$ (1,655,464)						
Water Main Replacement - 4th St, 5th St, 6th St						\$ (1,616,000)			
<b>End Balance</b>	\$ 3,695,467	\$ 3,695,467	\$ 1,865,528	\$ 2,135,528	\$ 2,405,528	\$ 1,059,528	\$ 1,329,528	\$ 1,599,528	\$ 1,869,528

City of Devils Lake - Capital Improvement Plan Detailed Summary

Updated 4/3/2023



**2023**

<b>2023 Watermain Replacement</b>								
Street/Avenue	From	To	Distance (ft)	Size (in)	\$/LF	Total Cost	Local Share	Non-Local Share
6th Ave SE	4th St SE	5th St SE	350	-	\$416	\$ 145,749	\$ 70,360	\$ 75,389
7th Ave SE	4th St SE	5th St SE	375	-	\$416	\$ 156,160	\$ 75,385	\$ 80,774
8th Ave SE	5th St SE	7th St SE	600	-	\$416	\$ 249,855	\$ 120,617	\$ 129,239
3rd St SE	College Dr S	3rd Ave SE (Midblock)	1,200	-	\$416	\$ 499,710	\$ 241,233	\$ 258,477
4th St SE	College Dr S	6th Ave SE	1,750	-	\$416	\$ 728,744	\$ 351,798	\$ 376,946
5th St SE	5th Ave SE	7th Ave SE (Midblock)	900	-	\$416	\$ 374,783	\$ 180,925	\$ 193,858
6th St SE	6th Ave SE	8th Ave SE	660	-	\$416	\$ 274,841	\$ 132,678	\$ 142,162
2nd St NE	6th Ave NE	11th Ave NE	2,400	-	\$416	\$ 999,421	\$ 482,466	\$ 516,954
<b>2023 Watermain Replacement Total:</b>						<b>\$ 3,429,263</b>	<b>\$ 1,655,463</b>	<b>\$ 1,773,800</b>
<b>2022/2023 Watermain Replacement</b>								
Street/Avenue	From	To	Distance (ft)	Size (in)	\$/LF	Total Cost	Local Share	Non-Local Share
12th St NW	College Dr N	Roundhouse Park Dr NW	1,500	-	\$250	\$ 367,500	\$ 191,100	\$ 176,400
13th St NW	College Dr N	4th Ave NW	925	-	\$250	\$ 245,000	\$ 127,400	\$ 117,600
<b>2022 Carryover Watermain Replacement Total:</b>						<b>\$ 612,500</b>	<b>\$ 318,500</b>	<b>\$ 294,000</b>
<b>2023 New Construction</b>								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
14th Ave NE	10th St NE	14th St NE	1,700	28	\$90	\$ 233,273	\$ 50,856	\$ 182,417
14th St NE	5th Ave NE	14th Ave NE	3,400	28	\$90	\$ 467,247	\$ 101,864	\$ 365,383
<b>2023 New Construction Total:</b>						<b>\$ 700,520</b>	<b>\$ 152,720</b>	<b>\$ 547,800</b>
<b>2023 Miscellaneous Construction</b>								
Project Description	Comment					Total Cost	Local Share	Non-Local Share
Stromquist Storm Sewer Improvement	Tie-in Stromquist to 17th St lift station					\$ 461,428	\$ 461,428	\$ -
<b>2023 Miscellaneous Construction Total:</b>						<b>\$ 461,428</b>	<b>\$ 461,428</b>	<b>\$ -</b>
<b>2023 Total:</b>						<b>\$ 5,203,711</b>	<b>\$ 2,588,111</b>	<b>\$ 2,615,600</b>

City of Devils Lake - Capital Improvement Plan Detailed Summary

Updated 4/3/2023



2024

2024 Mill & Overlay								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
8th St NW	College Dr N	4th Ave NW	875	33	\$100	\$ 87,500	\$ 87,500	\$ -
9th St NW	College Dr N	4th Ave NW	980	33	\$100	\$ 98,000	\$ 98,000	\$ -
10th St NW	College Dr N	Roundhouse Park Dr NW	2,405	33	\$100	\$ 240,500	\$ 240,500	\$ -
11th St NW	College Dr N	Roundhouse Park Dr NW	1,995	33	\$100	\$ 199,500	\$ 199,500	\$ -
12th St NW	College Dr N	Roundhouse Park Dr NW	1,685	33	\$100	\$ 168,500	\$ 168,500	\$ -
13th St NW	College Dr N	6th Ave NW	1,825	33	\$100	\$ 182,500	\$ 182,500	\$ -
22nd St NW	College Dr N	West End	850	33	\$100	\$ 85,000	\$ 85,000	\$ -
2nd Ave NW	8th St NW	14th St NW	2,255	33	\$100	\$ 225,500	\$ 225,500	\$ -
3rd Ave NW	8th St NW	14th St NW	2,200	33	\$101	\$ 222,200	\$ 222,200	\$ -
4th Ave NW	8th St NW	13th St NW	1,775	33	\$100	\$ 177,500	\$ 177,500	\$ -
6th Ave NW	12th St NW	14th St NW	630	33	\$100	\$ 63,000	\$ 63,000	\$ -
Roundhouse Park Dr NW	10th St NW	11th St NW	730	33	\$100	\$ 73,000	\$ 73,000	\$ -
<b>2024 Mill &amp; Overlay Total:</b>						<b>\$ 1,822,700</b>	<b>\$ 1,822,700</b>	<b>\$ -</b>
2024 New Construction								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
8th Ave SE	Hwy 2 E	17th St SE	1,990	33	\$250	\$ 497,500	\$ 99,500	\$ 398,000
9th Ave SE	5th St SE	Hwy 2 E	1,180	33	\$250	\$ 295,000	\$ 295,000	\$ -
10th Ave SE	15th St SE	17th St SE	825	33	\$250	\$ 206,250	\$ 41,250	\$ 165,000
16th St SE	10th Ave SE	17th St SE	1,960	33	\$250	\$ 490,000	\$ 490,000	\$ -
17th St SE	8th Ave SE	Hwy 2 E	5,200	33	\$250	\$ 1,300,000	\$ 260,000	\$ 1,040,000
<b>2024 New Construction Total:</b>						<b>\$ 2,788,750</b>	<b>\$ 1,185,750</b>	<b>\$ 1,603,000</b>
<b>2024 Total:</b>						<b>\$ 4,611,450</b>	<b>\$ 3,008,450</b>	<b>\$ 1,603,000</b>

2025

2025 Mill & Overlay								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
2nd Ave NE	6th St NE	7th St NE	320	33	\$100	\$ 32,000	\$ 32,000	\$ -
3rd Ave NE	6th St NE	7th St NE	320	33	\$100	\$ 32,000	\$ 32,000	\$ -
4th Ave NE	6th St NE	7th St NE	320	33	\$100	\$ 32,000	\$ 32,000	\$ -
7th Ave SE	South End	1st St NE	460	33	\$100	\$ 46,000	\$ 46,000	\$ -
7th Ave NE	1st St NE	3rd St NE	700	33	\$100	\$ 70,000	\$ 70,000	\$ -
7th Ave NE	4th St NE	10th St NE	2,390	33	\$100	\$ 239,000	\$ 239,000	\$ -
9th Ave NE	Walnut St E	4th St NE	1,350	33	\$100	\$ 135,000	\$ 135,000	\$ -
13th Ave NE	6th St NE	10th St NE	2,015	33	\$100	\$ 201,500	\$ 201,500	\$ -
2nd St NE	6th Ave NE	11th Ave NE	1,980	33	\$100	\$ 198,000	\$ 198,000	\$ -
3rd St NE	12th Ave NE	14th Ave NE	840	33	\$100	\$ 84,000	\$ 84,000	\$ -
6th St NE	12th Ave NE	14th Ave NE	1,050	33	\$100	\$ 105,000	\$ 105,000	\$ -
Lynn PL NE	14th St NE	South End	220	33	\$100	\$ 22,000	\$ 22,000	\$ -
Cherry PL NE	14th St NE	South End	220	33	\$100	\$ 22,000	\$ 22,000	\$ -
Janna PL NE	14th St NE	South End	220	33	\$100	\$ 22,000	\$ 22,000	\$ -
<b>2025 Mill &amp; Overlay Total:</b>						<b>\$ 1,240,500</b>	<b>\$ 1,240,500</b>	<b>\$ -</b>
2025 Seal Coat								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
Various Streets - 2021 & 2022 Overlay Projects			43,220	Varies	\$11	\$ 475,420	\$ 475,420	\$ -
<b>2025 Seal Coat Total:</b>						<b>\$ 475,420</b>	<b>\$ 475,420</b>	<b>\$ -</b>
<b>2025 Total:</b>						<b>\$ 1,715,920</b>	<b>\$ 1,715,920</b>	<b>\$ -</b>

**2026**

2026 Mill & Overlay								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
2nd Ave SE	3rd St SE	5th St SE	675	33	\$100	\$ 67,500	\$ 67,500	\$ -
3rd Ave SE	3rd St SE	South End	1,000	33	\$100	\$ 100,000	\$ 100,000	\$ -
4th Ave SE	3rd St SE	6th St SE	920	33	\$100	\$ 92,000	\$ 92,000	\$ -
6th Ave SE	3rd St SE	8th St SE	1,550	33	\$100	\$ 155,000	\$ 155,000	\$ -
7th Ave SE	3rd St SE	8th St SE	1,500	33	\$100	\$ 150,000	\$ 150,000	\$ -
3rd St SE	College Dr N	7th Ave SE	2,280	33	\$100	\$ 228,000	\$ 228,000	\$ -
4th St SE	College Dr N	6th Ave SE	1,800	33	\$100	\$ 180,000	\$ 180,000	\$ -
6th St SE	5th Ave SE	8th Ave SE	1,075	33	\$100	\$ 107,500	\$ 107,500	\$ -
7th St SE	5th Ave SE	8th Ave SE	1,075	33	\$100	\$ 107,500	\$ 107,500	\$ -
8th St SE	5th Ave SE	8th Ave SE	1,075	33	\$100	\$ 107,500	\$ 107,500	\$ -
<b>2026 Mill &amp; Overlay Total:</b>						<b>\$ 1,295,000</b>	<b>\$ 1,295,000</b>	<b>\$ -</b>
<b>2026 Total:</b>						<b>\$ 1,295,000</b>	<b>\$ 1,295,000</b>	<b>\$ -</b>

**2027**

2027 Mill & Overlay								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
12th Ave SE	US Hwy 2	Walnut St E	2,445	42	\$125	\$ 305,625	\$ 61,125	\$ 244,500
12th Ave NE	Walnut St E	7th St NE	2,530	33	\$125	\$ 316,250	\$ 63,250	\$ 253,000
5th St SE	College Dr S	5th Ave SE	1,270	33	\$125	\$ 158,750	\$ 31,750	\$ 127,000
5th St SE	5th Ave SE	12th Ave SE	2,240	33	\$125	\$ 280,000	\$ 56,000	\$ 224,000
10th St NE	College Dr N	14th Ave NE	5,310	36	\$125	\$ 663,750	\$ 132,750	\$ 531,000
<b>2027 Mill &amp; Overlay Total:</b>						<b>\$ 1,724,375</b>	<b>\$ 344,875</b>	<b>\$ 1,379,500</b>
2027 Seal Coat								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
Various Streets - 2024 & 2025 Overlay Projects			30,610	Varies	\$11	\$ 336,710	\$ 336,710	\$ -
<b>2027 Seal Coat Total:</b>						<b>\$ 336,710</b>	<b>\$ 336,710</b>	<b>\$ -</b>
2027 Watermain Replacement								
Street/Avenue	From	To	Distance (ft)	Size (in)	\$/LF	Total Cost	Local Share	Non-Local Share
5th Ave NE	6th St NE	10th St NE	1,500	-	\$400	\$ 600,000	\$ 300,000	\$ 300,000
4th St NE	6th Ave NE	12th Ave NE	2,400	-	\$400	\$ 960,000	\$ 480,000	\$ 480,000
5th St NE	8th Ave NE	12th Ave NE	1,780	-	\$400	\$ 712,000	\$ 356,000	\$ 356,000
6th St NE	6th Ave NE	12th Ave NE	2,400	-	\$400	\$ 960,000	\$ 480,000	\$ 480,000
<b>2027 Watermain Replacement Total:</b>						<b>\$ 3,232,000</b>	<b>\$ 1,616,000</b>	<b>\$ 1,616,000</b>
<b>2027 Total:</b>						<b>\$ 5,293,085</b>	<b>\$ 2,297,585</b>	<b>\$ 2,995,500</b>

**2028**

2028 Mill & Overlay								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
14th Ave NE	Walnut St E	10th St NE	3,600	33	\$125	\$ 450,000	\$ 90,000	\$ 360,000
14th St NW	College Dr N	8th Ave NW	4,450	33	\$125	\$ 556,250	\$ 111,250	\$ 445,000
<b>2028 Mill &amp; Overlay Total:</b>						<b>\$ 1,006,250</b>	<b>\$ 201,250</b>	<b>\$ 805,000</b>
2028 New Construction								
Street/Avenue	From	To	Distance (ft)	Width (ft)	\$/LF	Total Cost	Local Share	Non-Local Share
14th Ave NE	10th St NE	14th St NE	1,700	33	\$250	\$ 425,000	\$ 85,000	\$ 340,000
14th St NE	5th Ave NE	14th Ave NE	2,400	33	\$250	\$ 600,000	\$ 120,000	\$ 480,000
<b>2028 New Construction Total:</b>						<b>\$ 1,025,000</b>	<b>\$ 205,000</b>	<b>\$ 820,000</b>
<b>2028 Total:</b>						<b>\$ 2,031,250</b>	<b>\$ 406,250</b>	<b>\$ 1,625,000</b>

**Agenda Item:** Park District Project Financing Strategy

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**Submitted By:** Spencer Halvorson, City Administrator/Auditor

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**Staff Recommended Action:** Preliminarily approve the City serving as the financier for the Park District's \$1 million sales tax revenue debt obligation with final approval of an intergovernmental agreement at the next City Commission meeting

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### **BACKGROUND:**

The park district is at the stage of the project where detailing financing of the construction/renovation is strategic and timely.

With existing financial commitments, the Park District is looking to finance \$3 million for the construction/renovation of the facility. Given the valuation of the Park District, they can and plan to issue \$2 million in General Obligation bonds internally. The other \$1 million is planned to come in the form of sales tax revenue debt. Since the park district and City are closely tied together in the eyes of North Dakota Century Code, the City Commission needs to be the actor in issuing sales tax revenue debt in the private/public marketplace.

If the Park District were to issue debt in the private marketplace, current financing outlook signals the likelihood of a \$1 million dollar, 10 yr bond issue at 3%.

The City recently had an outstanding line of credit with the Devils Lake Regional Airport that totaled \$1.7 million. The City has recently been reimbursed by the FAA and made whole. Given the dollar amount the park district is looking to finance in sales tax revenue debt (\$1 million), pursuing a similar strategy could be very cost effective for the Park District, City, and overall taxpayer.

A path forward and recommended action would be for the City to enter into an intergovernmental agreement with the Park District and serve as the financier of the \$1 million. This would leave the city in a similar position from a cash flow perspective as it was just 2 months prior.

Prospective terms suitable to both parties lie in the neighborhood of \$1 million over 7yrs at 1.5%. Should the City and Park District pursue this route, it would save over \$100,000 in interest payments - not including additional attorney fees, bond consultant fees, and bond issuance expenses. The City would recoup about \$50,000 in interest total over the course of the 7 years. This would also be administratively efficient as the City receives the sales tax revenue from the State and then passes it on to the Park District. The City could

just withhold the years' worth of payments in a cadence comfortable with the Park District.

Such an intergovernmental agreement would include an indemnification clause, keeping the City immune from being a party to any litigation or damages associated with the construction/renovation of the facility, as well as an ability to call the note in full at any time.

Staff recommends the City Commission give preliminary approval to the City being the financier of the Sales Tax Revenue debt with the expectation of final approval of an intergovernmental service agreement with the Park District at the next Commission meeting.

**Attached:**

Loan amortization schedules

- 1 million → 10 yrs @ 3.0%
- 1 million → 7 yrs @ 1.5%

# Amortization Calculator

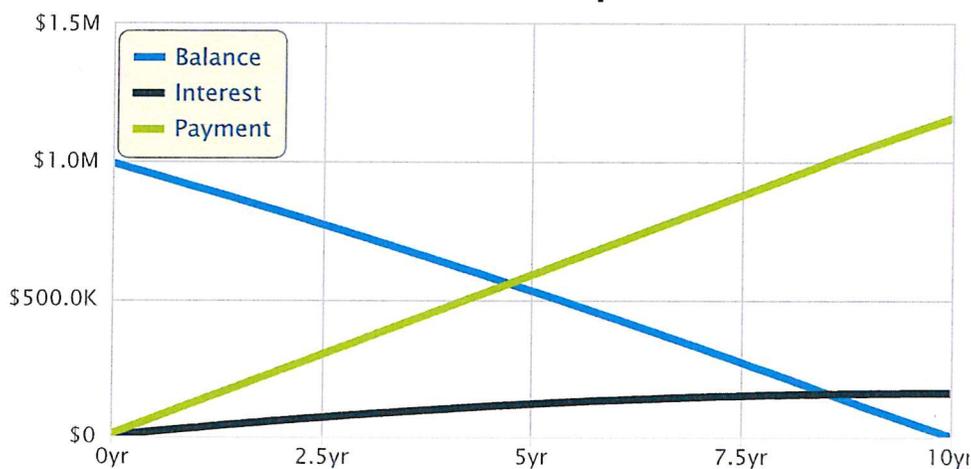
Loan Amount   
 Loan Term  years  
 Interest Rate (APR)

Monthly Pay: \$9,656.07

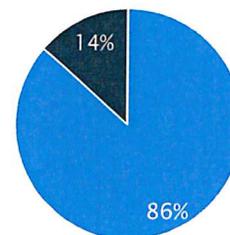
Total of 120 Loan Payments \$1,158,728.94

Total Interest \$158,728.94

## Loan Amortization Graph



## Payment Breakdown



Principal  
 Interest

## Annual Amortization Schedule

Annual Schedule

Monthly Schedule

	Beginning Balance	Interest	Principal	Ending Balance
1	\$1,000,000.00	\$28,809.36	\$87,063.48	\$912,936.46
2	\$912,936.46	\$26,161.24	\$89,711.60	\$823,224.80
3	\$823,224.80	\$23,432.58	\$92,440.26	\$730,784.47
4	\$730,784.47	\$20,620.92	\$95,251.92	\$635,532.48
5	\$635,532.48	\$17,723.73	\$98,149.11	\$537,383.31
6	\$537,383.31	\$14,738.42	\$101,134.42	\$436,248.84
7	\$436,248.84	\$11,662.33	\$104,210.51	\$332,038.27
8	\$332,038.27	\$8,492.66	\$107,380.18	\$224,658.03
9	\$224,658.03	\$5,226.59	\$110,646.25	\$114,011.72
10	\$114,011.72	\$1,861.17	\$114,011.67	\$0.00

by Calculator.net

# Amortization Calculator

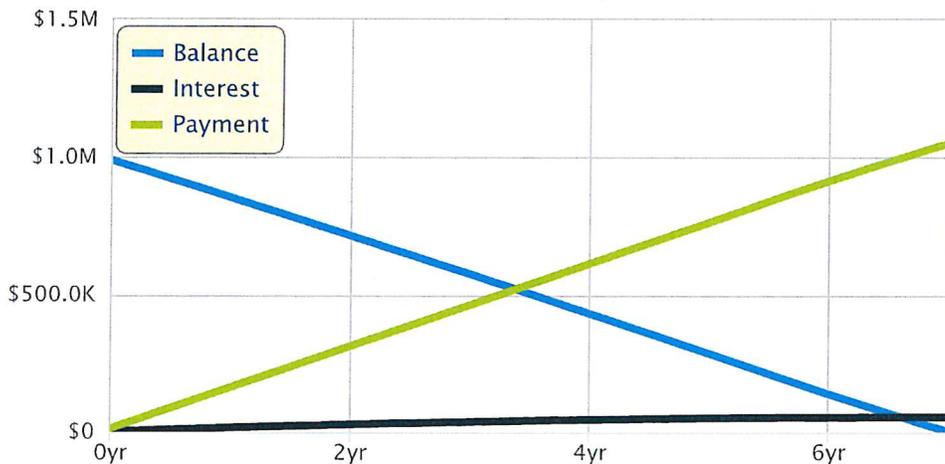
Loan Amount   
 Loan Term  years  
 Interest Rate (APR)

Monthly Pay: \$12,548.13

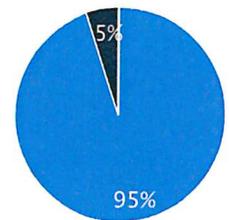
Total of 84 Loan Payments \$1,054,042.88

Total Interest \$54,042.88

### Loan Amortization Graph



### Payment Breakdown



Principal  
 Interest

## Annual Amortization Schedule

Annual Schedule

Monthly Schedule

	Beginning Balance	Interest	Principal	Ending Balance
1	\$1,000,000.00	\$14,064.02	\$136,513.54	\$863,486.46
2	\$863,486.46	\$12,002.18	\$138,575.38	\$724,911.07
3	\$724,911.07	\$9,909.20	\$140,668.36	\$584,242.71
4	\$584,242.71	\$7,784.60	\$142,792.96	\$441,449.75
5	\$441,449.75	\$5,627.92	\$144,949.64	\$296,500.11
6	\$296,500.11	\$3,438.66	\$147,138.90	\$149,361.21
7	\$149,361.21	\$1,216.35	\$149,361.21	\$0.00

by Calculator.net

		REVENUES		
		Original Budget	Amendment	Amended Budget
1000	GENERAL	\$ 6,685,198	\$ 485,739	\$ 7,170,937
<b>SPECIAL REVENUE FUNDS</b>				
2001	HIGHWAY DISTRIBUTION	\$ 417,500	\$ 202,146	\$ 619,646
2003	CITY SHARE SPECIAL ASSESSMENT	\$ -	\$ 277	\$ 277
2006	EMERGENCY	\$ -	\$ -	\$ -
2008	CEMETERY	\$ 136,875	\$ 25,580	\$ 162,455
2010	TEMPORARY EMPLOYEES FUND	\$ 81,085	\$ (43,983)	\$ 37,102
2012	EQUIPMENT RESERVE	\$ 303,802	\$ 152,860	\$ 456,662
2021	SPECIAL ASSESSMENT CITY PROPERTY	\$ -	\$ 12,401	\$ 12,401
2034	ECONOMIC DEVELOPMENT	\$ 328,000	\$ 347,258	\$ 675,258
2039	FIRE HOMELAND SEC GRANT	\$ -	\$ -	\$ -
2042	ASSET FORFEITURE BUY FUND	\$ -	\$ -	\$ -
2043	ND DOT POLICE GRANTS	\$ -	\$ 4,811	\$ 4,811
2044	OPIOID SETTLEMENT	\$ -	\$ 1,641	\$ 1,641
5001	SPECIAL ASSESSMENT DEFICIENCY	\$ -	\$ -	\$ -
8002	LIBRARY	\$ 264,356	\$ (10,235)	\$ 254,121
8006	PARKING AUTHORITY	\$ 27,400	\$ (13,946)	\$ 13,454
8008	CITY BEAUTIFICATION	\$ 21,000	\$ 4,000	\$ 25,000
8009	DL HISTORICAL PRESERVATION	\$ -	\$ -	\$ -
8010	JOB DEVELOPMENT AUTHORITY	\$ 59,325	\$ (1,764)	\$ 57,561
8012	SAAF GRANT	\$ -	\$ 16,865	\$ 16,865
8013	LAKE REGION GROWTH	\$ 283,000	\$ (25,826)	\$ 257,174
8015	AIRPORT HANGER	\$ 12,000	\$ -	\$ 12,000
TOTAL		\$ 1,934,343	\$ 672,085	\$ 2,606,428
<b>CAPITAL PROJECT FUNDS</b>				
4019	FLOOD PROTECTION 1-96	\$ 300,000	\$ 300,000	\$ 600,000
4033	WEST VIA DUCT	\$ -	\$ 23,455	\$ 23,455
4034	DOWNTOWN IMPR #01-18	\$ -	\$ 300,786	\$ 300,786
4100	PUB. BUILDINGS RESERVE	\$ -	\$ 350,000	\$ 350,000
4220	SI 73-20 Change Order	\$ -	\$ -	\$ -
4312	WM IMPR #25-20 - 8TH ST NE	\$ -	\$ -	\$ -
4313	2021 WATER TOWER MAINT	\$ -	\$ -	\$ -
4314	WM IMPR 27-22	\$ -	\$ -	\$ -
4350	2021 CURB GUTTER SIDEWALK	\$ -	\$ 11,750	\$ 11,750
4351	2022 CURB GUTTER SIDEWALK	\$ -	\$ -	\$ -
4509	STR IMPR 58-15 - 16TH & 17TH ST SE	\$ -	\$ 66,733	\$ 66,733
4516	STR IMP 67-18-5TH AVE NE & 14TH ST NE	\$ -	\$ -	\$ -
4520	STR IMPR 70-19 - WALNUT ST E 8TH AVE NE 1ST	\$ -	\$ -	\$ -
4521	STR IMP 71-20 - WALNUT, 1ST 4TH NW	\$ -	\$ 195,679	\$ 195,679
4522	STR IMP 72-20 - 1ST NE, 10TH AVE NE	\$ -	\$ 348,794	\$ 348,794
4523	STR IMP 73-20 - ARMOUR, KEMP, SHAMR	\$ -	\$ 473,994	\$ 473,994
4524	STR IMP 74-20-8TH & 9TH ST NE, 6TH &	\$ -	\$ 630,700	\$ 630,700
4525	STR IMP 75-20 SCHWAN	\$ -	\$ 111,488	\$ 111,488
4526	STR IMPR 76-21 - 15TH & 17TH ST NE	\$ -	\$ 805,313	\$ 805,313
4527	STR IMP 77-21 - 16TH ST, 5TH & 8TH AVE	\$ -	\$ -	\$ -
4528	STR IMP 78-22	\$ -	\$ -	\$ -
4529	COLLEGE DRIVE MILL AND OVERLAY	\$ -	\$ -	\$ -
4530	220101 MILL AND OVERLAY	\$ -	\$ -	\$ -
4531	14 ST NE & 14 AVE NE GR. OVERLAY	\$ -	\$ -	\$ -
TOTAL		\$ 300,000	\$ 3,618,692	\$ 3,918,692

<b>DEBT SERVICE FUNDS</b>							
2030	PENALTY & INTEREST SPECIAL ASSMT	\$	1,000	\$	1,873	\$	2,873
2033	INFRASTRUCTURE	\$	1,332,500	\$	718	\$	1,333,218
2045	MUNICIPAL INFRASTRUCTURE	\$	2,500,000	\$	-	\$	2,500,000
5005	NON-BONDED DEBT SERVICE	\$	63,978	\$	196,415	\$	260,393
5101	SEWER SEPARATION #1	\$	87	\$	(18)	\$	69
5476	SALES TAX REV BONDS 2010	\$	164,000	\$	(1,371)	\$	162,629
5480	REF IMP BONDS 2014	\$	-	\$	-	\$	-
5481	SALES TAX REV BONDS 2015	\$	246,000	\$	(2,056)	\$	243,944
5482	REF IMP BONDS 2015	\$	194,407	\$	(2,739)	\$	191,668
5483	DEF IMPR WARRANT 2017	\$	58,569	\$	13,459	\$	72,028
5484	SALES TAX REV BONDS 2017	\$	123,000	\$	(1,028)	\$	121,972
5485	REF IMPR BOND 2017	\$	63,623	\$	(1,178)	\$	62,445
5486	DEF IMPR WARRANT 2019	\$	69,460	\$	(14,952)	\$	54,508
5488	SALES TAX REV BOND 2019	\$	82,000	\$	115,684	\$	197,684
5489	REF IMP BOND 2020A	\$	555,544	\$	(152,930)	\$	402,614
5492	REF IMP BONDS OF 2021A	\$	346,020	\$	603,951	\$	949,971
5493	REF IMP BONDS OF 2022A	\$	-	\$	274,442	\$	274,442
<b>TOTAL</b>		<b>\$</b>	<b>5,800,188</b>	<b>\$</b>	<b>1,030,270</b>	<b>\$</b>	<b>6,830,458</b>
<b>PROPRIETARY FUNDS</b>							
5490	LANDFILL CLOSURE	\$	-	\$	-	\$	-
6001	WATER	\$	1,529,500	\$	(92,913)	\$	1,436,587
6002	SEWER	\$	1,201,150	\$	(33,313)	\$	1,167,837
6003	SANITATION	\$	2,252,750	\$	(63,829)	\$	2,188,921
6006	WATER SOURCE REPLACEMENT	\$	270,000	\$	4,605	\$	274,605
<b>TOTAL</b>		<b>\$</b>	<b>5,253,400</b>	<b>\$</b>	<b>(185,451)</b>	<b>\$</b>	<b>5,067,949</b>
<b>INTERNAL SERVICE FUND</b>							
8011	SELF INSURANCE	\$	770,100	\$	(25,454)	\$	744,647
<b>TOTAL</b>		<b>\$</b>	<b>770,100</b>	<b>\$</b>	<b>(25,454)</b>	<b>\$</b>	<b>744,647</b>
<b>COMPONENT UNIT FUND</b>							
9000	DEVILS LAKE REGIONAL AIRPORT	\$	501,034	\$	86,412	\$	587,446
9029-9041	DL REGIONAL AIRPORT - GRANTS	\$	-	\$	206,287	\$	206,287
<b>TOTAL</b>		<b>\$</b>	<b>501,034</b>	<b>\$</b>	<b>292,699</b>	<b>\$</b>	<b>793,733</b>
<b>AGENCY FUND</b>							
9500	LAKE REGION NARCOTICS TASK FORCE	\$	237,180	\$	(30,336)	\$	206,844
<b>TOTAL</b>		<b>\$</b>	<b>237,180</b>	<b>\$</b>	<b>(30,336)</b>	<b>\$</b>	<b>206,844</b>
<b>GRAND TOTALS:</b>		<b>\$</b>	<b>21,481,443</b>	<b>\$</b>	<b>5,858,245</b>	<b>\$</b>	<b>27,339,688</b>

		EXPENSES		
		Original Budget	Amendment	Amended Budget
1000	GENERAL	\$ 6,684,814	\$ 928,993	\$ 7,613,807
<b>SPECIAL REVENUE FUNDS</b>				
2001	HIGHWAY DISTRIBUTION	\$ 525,072	\$ 168,951	\$ 694,023
2003	CITY SHARE SPECIAL ASSESSMENT	\$ -	\$ -	\$ -
2006	EMERGENCY	\$ -	\$ -	\$ -
2008	CEMETERY	\$ 146,666	\$ (6,963)	\$ 139,703
2010	TEMPORARY EMPLOYEES FUND	\$ 81,085	\$ (49,240)	\$ 31,845
2012	EQUIPMENT RESERVE	\$ 259,500	\$ 94,885	\$ 354,385
2021	SPECIAL ASSESSMENT CITY PROPERTY	\$ -	\$ 12,820	\$ 12,820
2034	ECONOMIC DEVELOPMENT	\$ 328,000	\$ (2,742)	\$ 325,258
2039	FIRE HOMELAND SEC GRANT	\$ -	\$ -	\$ -
2042	ASSET FORFEITURE BUY FUND	\$ -	\$ -	\$ -
2043	ND DOT POLICE GRANTS	\$ -	\$ -	\$ -
2044	OPIOID SETTLEMENT	\$ -	\$ -	\$ -
5001	SPECIAL ASSESSMENT DEFICIENCY	\$ -	\$ -	\$ -
8002	LIBRARY	\$ 268,644	\$ (28,520)	\$ 240,124
8006	PARKING AUTHORITY	\$ 32,500	\$ (21,426)	\$ 11,074
8008	CITY BEAUTIFICATION	\$ 3,200	\$ 9,024	\$ 12,224
8009	DL HISTORICAL PRESERVATION	\$ -	\$ -	\$ -
8010	JOB DEVELOPMENT AUTHORITY	\$ 59,325	\$ (3,203)	\$ 56,122
8012	SAAF GRANT	\$ -	\$ -	\$ -
8013	LAKE REGION GROWTH	\$ 193,470	\$ (130,714)	\$ 62,756
8015	AIRPORT HANGER	\$ 1,500	\$ (957)	\$ 543
TOTAL		\$ 1,898,962	\$ 41,915	\$ 1,940,877
<b>CAPITAL PROJECT FUNDS</b>				
4019	FLOOD PROTECTION 1-96	\$ -	\$ 1,083	\$ 1,083
4033	WEST VIA DUCT	\$ -	\$ 15,054	\$ 15,054
4034	DOWNTOWN IMPR #01-18	\$ -	\$ -	\$ -
2055	PUB. BUILDINGS RESERVE	\$ -	\$ -	\$ -
4220	SI 73-20 Change Order	\$ -	\$ -	\$ -
4312	WM IMPR #25-20 - 8TH ST NE	\$ -	\$ -	\$ -
4313	2021 WATER TOWER MAINT	\$ -	\$ 76,695	\$ 76,695
4314	WM IMPR 27-22	\$ -	\$ 567,315	\$ 567,315
4350	2021 CURB GUTTER SIDEWALK	\$ -	\$ -	\$ -
4351	2022 CURB GUTTER SIDEWALK	\$ -	\$ 67,833	\$ 67,833
4509	STR IMPR 58-15 - 16TH & 17TH ST SE	\$ -	\$ -	\$ -
4516	STR IMP 67-18-5TH AVE NE & 14TH ST NE	\$ -	\$ -	\$ -
4520	STR IMPR 70-19 - WALNUT ST E 8TH AVE NE 1ST	\$ -	\$ -	\$ -
4521	STR IMP 71-20 - WALNUT, 1ST 4TH NW	\$ -	\$ -	\$ -
4522	STR IMP 72-20 - 1ST NE, 10TH AVE NE	\$ -	\$ -	\$ -
4523	STR IMP 73-20 - ARMOUR, KEMP, SHAMR	\$ -	\$ 600	\$ 600
4524	STR IMP 74-20-8TH & 9TH ST NE, 6TH &	\$ -	\$ -	\$ -
4525	STR IMP 75-20 SCHWAN	\$ -	\$ -	\$ -
4526	STR IMPR 76-21 - 15TH & 17TH ST NE	\$ -	\$ -	\$ -
4527	STR IMP 77-21 - 16TH ST, 5TH & 8TH AVE	\$ -	\$ 12,205	\$ 12,205
4528	STR IMP 78-22	\$ -	\$ 901,246	\$ 901,246

4529	COLLEGE DRIVE MILL AND OVERLAY	\$	-	\$	120,756	\$	120,756
4530	220101 MILL AND OVERLAY	\$	-	\$	255,552	\$	255,552
4531	14 ST NE & 14 AVE NE GR. OVERLAY	\$	-	\$	7,925	\$	7,925
	TOTAL	\$	-	\$	2,026,264	\$	2,026,264
<b>DEBT SERVICE FUNDS</b>							
2030	PENALTY & INTEREST SPECIAL ASSMT	\$	-	\$	12,401	\$	12,401
2033	INFRASTRUCTURE	\$	1,071,639	\$	314,676	\$	1,386,315
2045	MUNICIPAL INFRASTRUCTURE	\$	1,497,500	\$	(159,673)	\$	1,337,827
5005	NON-BONDED DEBT SERVICE	\$	-	\$	12,260	\$	12,260
5101	SEWER SEPARATION #1	\$	-	\$	-	\$	-
5476	SALES TAX REV BONDS 2010	\$	168,039	\$	7,761	\$	175,800
5480	REF IMP BONDS 2014	\$	-	\$	352,290	\$	352,290
5481	SALES TAX REV BONDS 2015	\$	283,973	\$	(2,215)	\$	281,758
5482	REF IMP BONDS 2015	\$	155,990	\$	257,177	\$	413,167
5483	DEF IMPR WARRANT 2017	\$	48,641	\$	(14,598)	\$	34,043
5484	SALES TAX REV BONDS 2017	\$	146,000	\$	(18,556)	\$	127,444
5485	REF IMPR BOND 2017	\$	59,147	\$	4,093	\$	63,240
5486	DEF IMPR WARRANT 2019	\$	94,774	\$	(31,110)	\$	63,664
5488	SALES TAX REV BOND 2019	\$	64,253	\$	145,390	\$	209,643
5489	REF IMP BOND 2020A	\$	405,900	\$	(3,205)	\$	402,695
5492	REF IMP BONDS OF 2021A	\$	246,600	\$	1,436,508	\$	1,683,108
5493	REF IMP BONDS OF 2022A	\$	-	\$	17,360	\$	17,360
	TOTAL	\$	4,242,456	\$	2,330,559	\$	6,573,015
<b>PROPRIETARY FUNDS</b>							
5490	LANDFILL CLOSURE	\$	-	\$	-	\$	-
6001	WATER	\$	1,526,173	\$	24,848	\$	1,551,021
6002	SEWER	\$	1,222,981	\$	(75,728)	\$	1,147,253
6003	SANITATION	\$	2,217,472	\$	(121,540)	\$	2,095,932
6006	WATER SOURCE REPLACEMENT	\$	-	\$	-	\$	-
	TOTAL	\$	4,966,626	\$	(172,420)	\$	4,794,206
<b>INTERNAL SERVICE FUND</b>							
8011	SELF INSURANCE	\$	727,000	\$	(173,460)	\$	553,540
	TOTAL	\$	727,000	\$	(173,460)	\$	553,540
<b>COMPONENT UNIT FUND</b>							
9000	DEVILS LAKE REGIONAL AIRPORT	\$	513,986	\$	121,444	\$	635,430
9029-9041	DL REGIONAL AIRPORT - GRANTS	\$	-	\$	1,456,057	\$	1,456,057
	TOTAL	\$	513,986	\$	1,577,501	\$	2,091,487
<b>AGENCY FUND</b>							
9500	LAKE REGION NARCOTICS TASK FORCE	\$	221,572	\$	55,250	\$	276,822
	TOTAL	\$	221,572	\$	55,250	\$	276,822
<b>GRAND TOTALS:</b>		\$	19,255,416	\$	6,614,602	\$	25,870,018

FUND BALANCE REPORT March-23

FUND	NAME	BEG. BAL	REVENUES	TRAN. IN	EXPENSES	TRAN. OUT	BALANCE
1000	GENERAL	3,808,490	2,367,977	0	1,798,497	16,666	4,361,305
	<b>TOTAL GENERAL FUND</b>	<b>3,808,490</b>	<b>2,367,977</b>	<b>0</b>	<b>1,798,497</b>	<b>16,666</b>	4,361,305
							0
2001	HIGHWAY DISTRIBUTION	429,636	101,841	0	137,434	0	394,043
2003	CITY SHARE SPECIAL ASSESSMENT	(474)	23	0	0	0	(451)
2006	EMERGENCY	72,957	0	0	0	0	72,957
2008	CEMETERY	142,567	96,496	0	30,979	0	208,085
2010	TEMPORARY EMPLOYEES FUND	10,257	0	0	0	0	10,257
2012	EQUIPMENT RESERVE	2,814,392	10,180	0	0	0	2,824,572
2021	SPECIAL ASSESSMENT CITY PROPERTY	0	0	0	0	0	0
2034	ECONOMIC DEVELOPMENT	379,811	65,832	0	15,000	0	430,642
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	103,110	213,044	0	63,555	0	252,599
8006	PARKING AUTHORITY	53,507	5,684	0	0	0	59,191
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	52,382	0	0	0	108,196
8012	SAAF GRANT	16,865	3,585	0	0	0	20,451
8013	LAKE REGION GROWTH	767,465	0	0	0	0	767,465
8015	AIRPORT HANGER	65,647	0	0	0	0	65,647
	<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>5,026,719</b>	<b>552,306</b>	<b>0</b>	<b>248,452</b>	<b>0</b>	<b>5,330,573</b>
4019	FLOOD PROTECTION 1-96	(3,903,648)	0	0	0	0	(3,903,648)
4100	PUB BUILDINGS CAPITAL RESERVE	350,000	0	0	0	0	350,000
4220	SI 73-20 Change Order	(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	76,249	0	0	0	298,582
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	24,826	0	(32,751)
	<b>TOTAL CAPITAL PROJECT FUNDS</b>	<b>(6,381,237)</b>	<b>76,249</b>	<b>0</b>	<b>220,710</b>	<b>0</b>	<b>(6,525,699)</b>
2030	PENALTY & INTEREST SPECIAL ASSMT	50,597	2,403	0	0	0	53,000
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
5005	NON-BONDED DEBT SERVICE	422,394	135,976	0	0	0	558,370
5101	SEWER SEPARATION #1	3,798	83	0	0	0	3,881
5476	SALES TAX REV BONDS 2010	199,601	47,023	0	18,375	0	228,248
5480	REF IMP BONDS 2014	-	0	0	(400)	0	400
5481	SALES TAX REV BONDS 2015	457,117	84,641	0	400	0	541,358
5482	REF IMP BONDS 2015	-	0	0	0	0	0
5483	DEF IMPR WARRANT 2017	134,047	95,755	0	0	0	229,801
5484	SALES TAX REV BONDS 2017	461,227	37,618	0	400	0	498,445
5485	REF IMPR BOND 2017	79,844	12,426	0	400	0	91,870
5486	DEF IMPR WARRANT 2019	179,948	45,298	0	0	0	225,245
5488	SALES TAX REV BOND 2019	320,261	32,916	0	0	0	353,176

5489	REF IMP BOND 2020A	76,230	209,308	0	289,745	0	(4,207)
5492	REF IMP BONDS OF 2021A	964,269	259,410	0	313,695	0	909,984
5493	REF IMP BONDS OF 2022A	239,721.44	145,580	0	143,445	0	241,857
<b>TOTAL DEBT SERVICE FUNDS</b>		<b>8,042,839</b>	<b>2,432,036</b>	<b>0</b>	<b>767,403</b>	<b>0</b>	<b>9,357,473</b>
5490	LANDFILL CLOSURE	33	0	0	0	0	33
6001	WATER	737,913	327,113	0	185,946	10,134	868,946
6002	SEWER	586,100	293,370	0	150,065	8,334	721,070
6003	SANITATION	881,196	483,134	0	348,470	6,666	1,009,194
6006	WATER SOURCE REPLACEMENT	3,425,467	12,245	0	0	0	3,437,712
<b>TOTAL PROPRIETARY FUNDS</b>		<b>5,630,709</b>	<b>1,115,863</b>	<b>0</b>	<b>684,481</b>	<b>25,134</b>	<b>6,036,957</b>
8011	SELF INSURANCE	562,463	196,472	0	213,598	0	545,336
<b>TOTAL INTERNAL SERVICE FUND</b>		<b>562,463</b>	<b>196,472</b>	<b>0</b>	<b>213,598</b>	<b>0</b>	<b>545,336</b>
9000	DEVILS LAKE REGIONAL AIRPORT	143,334	1,168,070	40,000	144,242	0	1,207,162
9029-9041	DL REGIONAL AIRPORT - GRANTS	(1,414,595)	0	0	35,844	0	(1,450,439)
<b>TOTAL COMPONENT UNIT FUND</b>		<b>(1,271,261)</b>	<b>1,168,070</b>	<b>40,000</b>	<b>180,085</b>	<b>0</b>	<b>(243,277)</b>
9500	LAKE REGION NARCOTICS TASK FORCE	24,899	19,518	0	15,337	0	29,079
<b>TOTAL AGENCY FUND</b>		<b>24,899</b>	<b>19,518</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29,079</b>
<b>GRAND TOTALS</b>		<b>15,093,621</b>	<b>7,928,490</b>	<b>40,000</b>	<b>4,113,227</b>	<b>41,800</b>	<b>18,891,747</b>

**FISCAL YEAR 2022  
YEAR END FINANCIAL REPORT**



**DEVILS LAKE CITY COMMISSION**

**JIM MOE, PRESIDENT**

**ROB HACH, VICE PRESIDENT**

**DALE ROBBINS**

**SHANE HAMRE**

**JASON PIERCE**

FUND BALANCE REPORT December-22

FUND	NAME	BEG. BAL	REVENUES	TRAN. IN	EXPENSES	TRAN. OUT	BALANCE	P&L
1000	GENERAL	4,251,361	5,631,161	1,539,775	6,671,418	942,389	3,808,490	(442,871)
	<b>TOTAL GENERAL FUND</b>	<b>4,251,361</b>	<b>5,631,161</b>	<b>1,539,775</b>	<b>6,671,418</b>	<b>942,389</b>	<b>3,808,490</b>	<b>(442,871)</b>
2001	HIGHWAY DISTRIBUTION	504,013	394,408	225,238	594,023	100,000	429,636	(74,376)
2003	CITY SHARE SPECIAL ASSESSMENT	(751)	277	0	0	0	(474)	277
2006	EMERGENCY	72,957	0	0	0	0	72,957	0
2008	CEMETERY	119,816	157,455	5,000	129,179	10,524	142,567	22,752
2010	TEMPORARY EMPLOYEES FUND	5,000	0	37,102	31,845	0	10,257	5,257
2012	EQUIPMENT RESERVE	2,712,115	2,860	453,802	0	354,385	2,814,392	102,277
2021	SPECIAL ASSESSMENT CITY PROPERTY	419	0	12,401	12,820	0	0	(419)
2034	ECONOMIC DEVELOPMENT	29,811	325,258	350,000	68,084	257,174	379,811	350,000
2039	FIRE HOMELAND SEC GRANT	0	0	0	0	0	0	0
2042	ASSET FORFEITURE BUY FUND	2,927	0	0	0	0	2,927	0
2043	ND DOT POLICE GRANTS	3,182	4,811	0	0	0	7,993	4,811
2044	OPIOD SETTLEMENT	0	1,641	0	0	0	1,641	1,641
5001	SPECIAL ASSESSMENT DEFICIENCY	49,652	0	0	0	0	49,652	0
8002	LIBRARY	89,113	254,121	0	238,924	1,200	103,110	13,997
8006	PARKING AUTHORITY	51,127	13,454	0	9,874	1,200	53,507	2,380
8008	CITY BEAUTIFICATION	34,886	5,000	20,000	11,309	915	47,662	12,776
8009	DL HISTORICAL PRESERVATION	5,290	0	0	0	0	5,290	0
8010	JOB DEVELOPMENT AUTHORITY	54,374	57,561	0	54,922	1,200	55,814	1,440
8012	SAAF GRANT	0	16,865	0	0	0	16,865	16,865
8013	LAKE REGION GROWTH	573,047	0	257,174	51,556	11,200	767,465	194,418
8015	AIRPORT HANGER	54,190	12,000	0	543	0	65,647	11,457
	<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>4,361,166</b>	<b>1,245,712</b>	<b>1,360,717</b>	<b>1,203,078</b>	<b>737,798</b>	<b>5,026,719</b>	<b>665,553</b>
4019	FLOOD PROTECTION 1-96	(4,502,565)	0	600,000	1,083	0	(3,903,648)	598,917
4033	WEST VIA DUCT	(8,402)	0	23,455	15,054	0	0	8,402
4034	DOWNTOWN IMPR #01-18	(300,786)	0	300,786	0	0	0	300,786
4100	PUB. BUILDINGS CAPITAL RESERVE	0	0	350,000	0	0	350,000	350,000
4220	SI 73-20 CHANGE ORDER	(2,175)	0	0	0	0	(2,175)	0
4312	WM IMPR #25-20 - 8TH ST NE	(513,568)	0	0	0	0	(513,568)	0
4313	2021 WATER TOWER MAINT	(345,077)	0	0	18,519	58,175	(421,771)	(76,695)
4314	WM IMPR 27-22	0	0	0	489,463	77,853	(567,315)	(567,315)
4350	2021 CURB GUTTER SIDEWALK	(11,750)	0	11,750	0	0	0	11,750
4351	2022 CURB GUTTER SIDEWALK	0	0	0	60,985	6,848	(67,833)	(67,833)
4509	STR IMPR 58-15 - 16TH & 17TH ST SE	155,600	66,733	0	0	0	222,333	66,733
4516	STR IMP 67-18-5TH AVE NE & 14TH ST NE	(102,235)	0	0	0	0	(102,235)	0
4520	STR IMPR 70-19 - WALNUT ST E 8TH AVE NE 1ST	(1,063)	0	0	0	0	(1,063)	0
4521	STR IMP 71-20 - WALNUT, 1ST 4TH NW	(195,679)	0	195,679	0	0	0	195,679
4522	STR IMP 72-20 - 1ST NE, 10TH AVE NE	(348,794)	0	348,794	0	0	0	348,794
4523	STR IMP 73-20 - ARMOUR, KEMP, SHAMR	(473,394)	0	473,994	600	0	0	473,394
4524	STR IMP 74-20-8TH & 9TH ST NE, 6TH &	(630,700)	0	630,700	0	0	0	630,700
4525	STR IMP 75-20 SCHWAN	(111,488)	0	111,488	0	0	0	111,488
4526	STR IMPR 76-21 - 15TH & 17TH ST NE	(805,313)	0	805,313	0	0	0	805,313
4527	STR IMP 77-21 - 16TH ST, 5TH & 8TH AVE	(76,279)	0	0	0	12,205	(88,483)	(12,205)
4528	STR IMP 78-22	0	0	0	776,937	124,309	(901,246)	(901,246)
4529	COLLEGE DR. MILL AND OVERLAY	0	0	0	120,756	0	(120,756)	(120,756)
4530	220101 MILL AND OVERLAY	0	0	0	220,303	35,249	(255,552)	(255,552)
4531	14 ST NE & 14 AVE NE GR. OVERLAY	0	0	0	7,925	0	(7,925)	(7,925)
	<b>TOTAL CAPITAL PROJECT FUNDS</b>	<b>(8,273,667)</b>	<b>66,733</b>	<b>3,851,960</b>	<b>1,711,625</b>	<b>314,638</b>	<b>(6,381,237)</b>	1,892,430
2030	PENALTY & INTEREST SPECIAL ASSMT	60,125	2,873	0	0	12,401	50,597	(9,528)
2033	INFRASTRUCTURE	494,709	1,333,218	0	209,720	1,176,595	441,612	(53,097)
2045	MUNICIPAL INFRASTRUCTURE	2,500,000	2,500,000	0	0	1,337,827	3,662,173	1,162,173
5005	NON-BONDED DEBT SERVICE	174,261	260,393	0	510	11,750	422,394	248,133
5101	SEWER SEPARATION #1	3,729	69	0	0	0	3,798	69
5476	SALES TAX REV BONDS 2010	212,772	162,629	0	175,800	0	199,601	(13,171)
5480	REF IMP BONDS 2014	352,290	0	0	0	352,290	0	(352,290)
5481	SALES TAX REV BONDS 2015	494,931	243,944	0	281,758	0	457,117	(37,814)
5482	REF IMP BONDS 2015	221,499	170,726	20,942	138,725	274,442	0	(221,499)
5483	DEF IMPR WARRANT 2017	96,061	66,922	5,106	34,043	0	134,047	37,985
5484	SALES TAX REV BONDS 2017	466,699	121,972	0	127,444	0	461,227	(5,472)
5485	REF IMPR BOND 2017	80,638	15,015	47,430	63,240	0	79,844	(794)

5486	DEF IMPR WARRANT 2019	189,104	54,508	0	63,664	0	179,948	(9,156)
5488	SALES TAX REV BOND 2019	332,220	197,684	0	93,274	116,369	320,261	(11,959)
5489	REF IMP BOND 2020A	76,311	211,096	191,518	402,695	0	76,230	(81)
5492	REF IMP BONDS OF 2021A	1,697,407	296,082	653,889	247,095	1,436,013	964,269	(733,138)
5493	REF IMP BONDS OF 2022A	0	0	274,442	17,360	0	257,082	257,082
<b>TOTAL DEBT SERVICE FUNDS</b>		<b>7,452,756</b>	<b>5,637,131</b>	<b>1,193,327</b>	<b>1,855,326</b>	<b>4,717,688</b>	<b>7,710,200</b>	<b>257,444</b>
5490	LANDFILL CLOSURE	33	0	0	0	0	33	0
6001	WATER	852,348	1,436,587	0	836,090	714,931	737,913	(114,435)
6002	SEWER	565,517	1,097,041	70,795	739,410	407,843	586,100	20,583
6003	SANITATION	788,207	2,130,569	58,352	1,465,394	630,538	881,196	92,989
6006	WATER SOURCE REPLACEMENT	3,150,862	0	274,605	0	0	3,425,467	274,605
<b>TOTAL PROPRIETARY FUNDS</b>		<b>5,356,966</b>	<b>4,664,197</b>	<b>403,752</b>	<b>3,040,895</b>	<b>1,753,312</b>	<b>5,630,709</b>	<b>273,743</b>
8011	SELF INSURANCE	371,357	744,647	0	553,540	0	562,463	191,106
<b>TOTAL INTERNAL SERVICE FUND</b>		<b>371,357</b>	<b>744,647</b>	<b>0</b>	<b>553,540</b>	<b>0</b>	<b>562,463</b>	<b>191,106</b>
9000	DEVILS LAKE REGIONAL AIRPORT	191,318	547,446	40,000	626,430	9,000	143,334	(47,984)
9029-9041	DL REGIONAL AIRPORT - GRANTS	(244,208)	206,287	0	1,456,057	0	(1,493,978)	(1,249,770)
<b>TOTAL COMPONENT UNIT FUND</b>		<b>(52,891)</b>	<b>753,733</b>	<b>40,000</b>	<b>2,082,487</b>	<b>9,000</b>	<b>(1,350,645)</b>	<b>(1,297,754)</b>
9500	LAKE REGION NARCOTICS TASK FORCE	98,699	156,844	50,000	276,822	0	28,721	(69,978)
<b>TOTAL AGENCY FUND</b>		<b>98,699</b>	<b>156,844</b>	<b>50,000</b>	<b>276,822</b>	<b>0</b>	<b>28,721</b>	<b>(69,978)</b>
<b>GRAND TOTALS</b>		<b>13,565,748</b>	<b>18,900,157</b>	<b>8,439,531</b>	<b>17,395,191</b>	<b>8,474,825</b>	<b>15,035,421</b>	<b>1,469,673</b>

<u>FUND</u>	<u>BEG. BALANCE</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>END BALANCE</u>
General Fund	4,251,361	7,170,937	7,613,807	3,808,490
Highway Distribution	504,013	619,646	694,023	429,636
City Share Special Assessment	(751)	277	0	(474)
Emergency	72,957	0	0	72,957
Cemetery	119,816	162,455	139,703	142,567
Temporary Employees	5,000	37,102	31,845	10,257
Equipment Reserve	2,712,115	456,662	354,385	2,814,392
Speical Assessment on City Property	419	12,401	12,820	0
Penalty and Interest on Special Assessments	60,125	2,873	12,401	50,597
Infrastructure	494,709	1,333,218	1,386,315	441,612
Municipal Infrastructure	2,500,000	2,500,000	1,337,827	3,662,173
Economic Development	29,811	675,258	325,258	379,811
Fire Homeland Security Grant	0	0	0	0
NDDOT Police Grant	3,182	4,811	0	7,993
Opiod Settlement Funds	0	1,641	0	1,641
Asset Forfeiture Buy Fund	2,927	0	0	2,927
Special Assessment Deficiency	49,652	0	0	49,652
Construction Funds	(8,273,667)	3,918,693	2,026,263	(6,381,237)
Debt Service	4,397,922	2,994,367	3,836,470	3,555,818
Water Department	852,348	1,436,587	1,551,021	737,913
Sewer Department	565,517	1,167,837	1,147,253	586,100
Sanitation Department	788,207	2,188,921	2,095,932	881,196
Landfill Closure Debt Service	33	0	0	33
Water Source Replacement	3,150,862	274,605	0	3,425,467
Library	89,113	254,121	240,124	103,110
Parking Authority	51,127	13,454	11,074	53,507
City Beautification	34,886	25,000	12,224	47,662
Devils Lake Historical Preservation	5,290	0	0	5,290
Jobs Development Authority	54,374	57,561	56,122	55,814
Self Insurance	371,357	744,647	553,540	562,463
SAAF Grant	0	16,865	0	16,865
Lake Region Growth Fund	573,047	257,174	62,756	767,465
Airport Hanger	54,190	12,000	543	65,647
Lake Region Narcotics Task Force	98,699	206,844	276,822	28,721
Component Unit - Airport Operations	191,318	587,446	635,430	143,334
Component Unit - Airport Projects	(244,208)	206,287	1,456,057	(1,493,978)
	13,565,748	27,339,689	25,870,016	15,035,421

		REVENUES		
		Original Budget	Amendment	Amended Budget
1000	GENERAL	\$ 6,685,198	\$ 485,739	\$ 7,170,937
<b>SPECIAL REVENUE FUNDS</b>				
2001	HIGHWAY DISTRIBUTION	\$ 417,500	\$ 202,146	\$ 619,646
2003	CITY SHARE SPECIAL ASSESSMENT	\$ -	\$ 277	\$ 277
2006	EMERGENCY	\$ -	\$ -	\$ -
2008	CEMETERY	\$ 136,875	\$ 25,580	\$ 162,455
2010	TEMPORARY EMPLOYEES FUND	\$ 81,085	\$ (43,983)	\$ 37,102
2012	EQUIPMENT RESERVE	\$ 303,802	\$ 152,860	\$ 456,662
2021	SPECIAL ASSESSMENT CITY PROPERTY	\$ -	\$ 12,401	\$ 12,401
2034	ECONOMIC DEVELOPMENT	\$ 328,000	\$ 347,258	\$ 675,258
2039	FIRE HOMELAND SEC GRANT	\$ -	\$ -	\$ -
2042	ASSET FORFEITURE BUY FUND	\$ -	\$ -	\$ -
2043	ND DOT POLICE GRANTS	\$ -	\$ 4,811	\$ 4,811
2044	OPIOID SETTLEMENT	\$ -	\$ 1,641	\$ 1,641
5001	SPECIAL ASSESSMENT DEFICIENCY	\$ -	\$ -	\$ -
8002	LIBRARY	\$ 264,356	\$ (10,235)	\$ 254,121
8006	PARKING AUTHORITY	\$ 27,400	\$ (13,946)	\$ 13,454
8008	CITY BEAUTIFICATION	\$ 21,000	\$ 4,000	\$ 25,000
8009	DL HISTORICAL PRESERVATION	\$ -	\$ -	\$ -
8010	JOB DEVELOPMENT AUTHORITY	\$ 59,325	\$ (1,764)	\$ 57,561
8012	SAAF GRANT	\$ -	\$ 16,865	\$ 16,865
8013	LAKE REGION GROWTH	\$ 283,000	\$ (25,826)	\$ 257,174
8015	AIRPORT HANGER	\$ 12,000	\$ -	\$ 12,000
TOTAL		\$ 1,934,343	\$ 672,085	\$ 2,606,428
<b>CAPITAL PROJECT FUNDS</b>				
4019	FLOOD PROTECTION 1-96	\$ 300,000	\$ 300,000	\$ 600,000
4033	WEST VIA DUCT	\$ -	\$ 23,455	\$ 23,455
4034	DOWNTOWN IMPR #01-18	\$ -	\$ 300,786	\$ 300,786
4100	PUB. BUILDINGS RESERVE	\$ -	\$ 350,000	\$ 350,000
4220	SI 73-20 Change Order	\$ -	\$ -	\$ -
4312	WM IMPR #25-20 - 8TH ST NE	\$ -	\$ -	\$ -
4313	2021 WATER TOWER MAINT	\$ -	\$ -	\$ -
4314	WM IMPR 27-22	\$ -	\$ -	\$ -
4350	2021 CURB GUTTER SIDEWALK	\$ -	\$ 11,750	\$ 11,750
4351	2022 CURB GUTTER SIDEWALK	\$ -	\$ -	\$ -
4509	STR IMPR 58-15 - 16TH & 17TH ST SE	\$ -	\$ 66,733	\$ 66,733
4516	STR IMP 67-18-5TH AVE NE & 14TH ST NE	\$ -	\$ -	\$ -
4520	STR IMPR 70-19 - WALNUT ST E 8TH AVE NE 1ST	\$ -	\$ -	\$ -
4521	STR IMP 71-20 - WALNUT, 1ST 4TH NW	\$ -	\$ 195,679	\$ 195,679
4522	STR IMP 72-20 - 1ST NE, 10TH AVE NE	\$ -	\$ 348,794	\$ 348,794
4523	STR IMP 73-20 - ARMOUR, KEMP, SHAMR	\$ -	\$ 473,994	\$ 473,994
4524	STR IMP 74-20-8TH & 9TH ST NE, 6TH &	\$ -	\$ 630,700	\$ 630,700
4525	STR IMP 75-20 SCHWAN	\$ -	\$ 111,488	\$ 111,488
4526	STR IMPR 76-21 - 15TH & 17TH ST NE	\$ -	\$ 805,313	\$ 805,313
4527	STR IMP 77-21 - 16TH ST, 5TH & 8TH AVE	\$ -	\$ -	\$ -
4528	STR IMP 78-22	\$ -	\$ -	\$ -
4529	COLLEGE DRIVE MILL AND OVERLAY	\$ -	\$ -	\$ -
4530	220101 MILL AND OVERLAY	\$ -	\$ -	\$ -
4531	14 ST NE & 14 AVE NE GR. OVERLAY	\$ -	\$ -	\$ -
TOTAL		\$ 300,000	\$ 3,618,692	\$ 3,918,692

<b>DEBT SERVICE FUNDS</b>							
2030	PENALTY & INTEREST SPECIAL ASSMT	\$	1,000	\$	1,873	\$	2,873
2033	INFRASTRUCTURE	\$	1,332,500	\$	718	\$	1,333,218
2045	MUNICIPAL INFRASTRUCTURE	\$	2,500,000	\$	-	\$	2,500,000
5005	NON-BONDED DEBT SERVICE	\$	63,978	\$	196,415	\$	260,393
5101	SEWER SEPARATION #1	\$	87	\$	(18)	\$	69
5476	SALES TAX REV BONDS 2010	\$	164,000	\$	(1,371)	\$	162,629
5480	REF IMP BONDS 2014	\$	-	\$	-	\$	-
5481	SALES TAX REV BONDS 2015	\$	246,000	\$	(2,056)	\$	243,944
5482	REF IMP BONDS 2015	\$	194,407	\$	(2,739)	\$	191,668
5483	DEF IMPR WARRANT 2017	\$	58,569	\$	13,459	\$	72,028
5484	SALES TAX REV BONDS 2017	\$	123,000	\$	(1,028)	\$	121,972
5485	REF IMPR BOND 2017	\$	63,623	\$	(1,178)	\$	62,445
5486	DEF IMPR WARRANT 2019	\$	69,460	\$	(14,952)	\$	54,508
5488	SALES TAX REV BOND 2019	\$	82,000	\$	115,684	\$	197,684
5489	REF IMP BOND 2020A	\$	555,544	\$	(152,930)	\$	402,614
5492	REF IMP BONDS OF 2021A	\$	346,020	\$	603,951	\$	949,971
5493	REF IMP BONDS OF 2022A	\$	-	\$	274,442	\$	274,442
<b>TOTAL</b>		<b>\$</b>	<b>5,800,188</b>	<b>\$</b>	<b>1,030,270</b>	<b>\$</b>	<b>6,830,458</b>
<b>PROPRIETARY FUNDS</b>							
5490	LANDFILL CLOSURE	\$	-	\$	-	\$	-
6001	WATER	\$	1,529,500	\$	(92,913)	\$	1,436,587
6002	SEWER	\$	1,201,150	\$	(33,313)	\$	1,167,837
6003	SANITATION	\$	2,252,750	\$	(63,829)	\$	2,188,921
6006	WATER SOURCE REPLACEMENT	\$	270,000	\$	4,605	\$	274,605
<b>TOTAL</b>		<b>\$</b>	<b>5,253,400</b>	<b>\$</b>	<b>(185,451)</b>	<b>\$</b>	<b>5,067,949</b>
<b>INTERNAL SERVICE FUND</b>							
8011	SELF INSURANCE	\$	770,100	\$	(25,454)	\$	744,647
<b>TOTAL</b>		<b>\$</b>	<b>770,100</b>	<b>\$</b>	<b>(25,454)</b>	<b>\$</b>	<b>744,647</b>
<b>COMPONENT UNIT FUND</b>							
9000	DEVILS LAKE REGIONAL AIRPORT	\$	501,034	\$	86,412	\$	587,446
9029-9041	DL REGIONAL AIRPORT - GRANTS	\$	-	\$	206,287	\$	206,287
<b>TOTAL</b>		<b>\$</b>	<b>501,034</b>	<b>\$</b>	<b>292,699</b>	<b>\$</b>	<b>793,733</b>
<b>AGENCY FUND</b>							
9500	LAKE REGION NARCOTICS TASK FORCE	\$	237,180	\$	(30,336)	\$	206,844
<b>TOTAL</b>		<b>\$</b>	<b>237,180</b>	<b>\$</b>	<b>(30,336)</b>	<b>\$</b>	<b>206,844</b>
<b>GRAND TOTALS:</b>		<b>\$</b>	<b>21,481,443</b>	<b>\$</b>	<b>5,858,245</b>	<b>\$</b>	<b>27,339,688</b>

		EXPENSES		
		Original Budget	Amendment	Amended Budget
1000	GENERAL	\$ 6,684,814	\$ 928,993	\$ 7,613,807
<b>SPECIAL REVENUE FUNDS</b>				
2001	HIGHWAY DISTRIBUTION	\$ 525,072	\$ 168,951	\$ 694,023
2003	CITY SHARE SPECIAL ASSESSMENT	\$ -	\$ -	\$ -
2006	EMERGENCY	\$ -	\$ -	\$ -
2008	CEMETERY	\$ 146,666	\$ (6,963)	\$ 139,703
2010	TEMPORARY EMPLOYEES FUND	\$ 81,085	\$ (49,240)	\$ 31,845
2012	EQUIPMENT RESERVE	\$ 259,500	\$ 94,885	\$ 354,385
2021	SPECIAL ASSESSMENT CITY PROPERTY	\$ -	\$ 12,820	\$ 12,820
2034	ECONOMIC DEVELOPMENT	\$ 328,000	\$ (2,742)	\$ 325,258
2039	FIRE HOMELAND SEC GRANT	\$ -	\$ -	\$ -
2042	ASSET FORFEITURE BUY FUND	\$ -	\$ -	\$ -
2043	ND DOT POLICE GRANTS	\$ -	\$ -	\$ -
2044	OPIOID SETTLEMENT	\$ -	\$ -	\$ -
5001	SPECIAL ASSESSMENT DEFICIENCY	\$ -	\$ -	\$ -
8002	LIBRARY	\$ 268,644	\$ (28,520)	\$ 240,124
8006	PARKING AUTHORITY	\$ 32,500	\$ (21,426)	\$ 11,074
8008	CITY BEAUTIFICATION	\$ 3,200	\$ 9,024	\$ 12,224
8009	DL HISTORICAL PRESERVATION	\$ -	\$ -	\$ -
8010	JOB DEVELOPMENT AUTHORITY	\$ 59,325	\$ (3,203)	\$ 56,122
8012	SAAF GRANT	\$ -	\$ -	\$ -
8013	LAKE REGION GROWTH	\$ 193,470	\$ (130,714)	\$ 62,756
8015	AIRPORT HANGER	\$ 1,500	\$ (957)	\$ 543
	<b>TOTAL</b>	\$ 1,898,962	\$ 41,915	\$ 1,940,877
<b>CAPITAL PROJECT FUNDS</b>				
4019	FLOOD PROTECTION 1-96	\$ -	\$ 1,083	\$ 1,083
4033	WEST VIA DUCT	\$ -	\$ 15,054	\$ 15,054
4034	DOWNTOWN IMPR #01-18	\$ -	\$ -	\$ -
2055	PUB. BUILDINGS RESERVE	\$ -	\$ -	\$ -
4220	SI 73-20 Change Order	\$ -	\$ -	\$ -
4312	WM IMPR #25-20 - 8TH ST NE	\$ -	\$ -	\$ -
4313	2021 WATER TOWER MAINT	\$ -	\$ 76,695	\$ 76,695
4314	WM IMPR 27-22	\$ -	\$ 567,315	\$ 567,315
4350	2021 CURB GUTTER SIDEWALK	\$ -	\$ -	\$ -
4351	2022 CURB GUTTER SIDEWALK	\$ -	\$ 67,833	\$ 67,833
4509	STR IMPR 58-15 - 16TH & 17TH ST SE	\$ -	\$ -	\$ -
4516	STR IMP 67-18-5TH AVE NE & 14TH ST NE	\$ -	\$ -	\$ -
4520	STR IMPR 70-19 - WALNUT ST E 8TH AVE NE 1ST	\$ -	\$ -	\$ -
4521	STR IMP 71-20 - WALNUT, 1ST 4TH NW	\$ -	\$ -	\$ -
4522	STR IMP 72-20 - 1ST NE, 10TH AVE NE	\$ -	\$ -	\$ -
4523	STR IMP 73-20 - ARMOUR, KEMP, SHAMR	\$ -	\$ 600	\$ 600
4524	STR IMP 74-20-8TH & 9TH ST NE, 6TH &	\$ -	\$ -	\$ -
4525	STR IMP 75-20 SCHWAN	\$ -	\$ -	\$ -
4526	STR IMPR 76-21 - 15TH & 17TH ST NE	\$ -	\$ -	\$ -
4527	STR IMP 77-21 - 16TH ST, 5TH & 8TH AVE	\$ -	\$ 12,205	\$ 12,205
4528	STR IMP 78-22	\$ -	\$ 901,246	\$ 901,246

4529	COLLEGE DRIVE MILL AND OVERLAY	\$	-	\$	120,756	\$	120,756
4530	220101 MILL AND OVERLAY	\$	-	\$	255,552	\$	255,552
4531	14 ST NE & 14 AVE NE GR. OVERLAY	\$	-	\$	7,925	\$	7,925
	TOTAL	\$	-	\$	2,026,264	\$	2,026,264
<b>DEBT SERVICE FUNDS</b>							
2030	PENALTY & INTEREST SPECIAL ASSMT	\$	-	\$	12,401	\$	12,401
2033	INFRASTRUCTURE	\$	1,071,639	\$	314,676	\$	1,386,315
2045	MUNICIPAL INFRASTRUCTURE	\$	1,497,500	\$	(159,673)	\$	1,337,827
5005	NON-BONDED DEBT SERVICE	\$	-	\$	12,260	\$	12,260
5101	SEWER SEPARATION #1	\$	-	\$	-	\$	-
5476	SALES TAX REV BONDS 2010	\$	168,039	\$	7,761	\$	175,800
5480	REF IMP BONDS 2014	\$	-	\$	352,290	\$	352,290
5481	SALES TAX REV BONDS 2015	\$	283,973	\$	(2,215)	\$	281,758
5482	REF IMP BONDS 2015	\$	155,990	\$	257,177	\$	413,167
5483	DEF IMPR WARRANT 2017	\$	48,641	\$	(14,598)	\$	34,043
5484	SALES TAX REV BONDS 2017	\$	146,000	\$	(18,556)	\$	127,444
5485	REF IMPR BOND 2017	\$	59,147	\$	4,093	\$	63,240
5486	DEF IMPR WARRANT 2019	\$	94,774	\$	(31,110)	\$	63,664
5488	SALES TAX REV BOND 2019	\$	64,253	\$	145,390	\$	209,643
5489	REF IMP BOND 2020A	\$	405,900	\$	(3,205)	\$	402,695
5492	REF IMP BONDS OF 2021A	\$	246,600	\$	1,436,508	\$	1,683,108
5493	REF IMP BONDS OF 2022A	\$	-	\$	17,360	\$	17,360
	TOTAL	\$	4,242,456	\$	2,330,559	\$	6,573,015
<b>PROPRIETARY FUNDS</b>							
5490	LANDFILL CLOSURE	\$	-	\$	-	\$	-
6001	WATER	\$	1,526,173	\$	24,848	\$	1,551,021
6002	SEWER	\$	1,222,981	\$	(75,728)	\$	1,147,253
6003	SANITATION	\$	2,217,472	\$	(121,540)	\$	2,095,932
6006	WATER SOURCE REPLACEMENT	\$	-	\$	-	\$	-
	TOTAL	\$	4,966,626	\$	(172,420)	\$	4,794,206
<b>INTERNAL SERVICE FUND</b>							
8011	SELF INSURANCE	\$	727,000	\$	(173,460)	\$	553,540
	TOTAL	\$	727,000	\$	(173,460)	\$	553,540
<b>COMPONENT UNIT FUND</b>							
9000	DEVILS LAKE REGIONAL AIRPORT	\$	513,986	\$	121,444	\$	635,430
9029-9041	DL REGIONAL AIRPORT - GRANTS	\$	-	\$	1,456,057	\$	1,456,057
	TOTAL	\$	513,986	\$	1,577,501	\$	2,091,487
<b>AGENCY FUND</b>							
9500	LAKE REGION NARCOTICS TASK FORCE	\$	221,572	\$	55,250	\$	276,822
	TOTAL	\$	221,572	\$	55,250	\$	276,822
<b>GRAND TOTALS:</b>		\$	19,255,416	\$	6,614,602	\$	25,870,018



**PAID TO THE CHAMBER OF COMMERCE**  
**July 1, 1995 Adopted by Ordinance #797 a 1% Restaurant Tax**

**RESTAURANT TAX COLLECTIONS**

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
January	\$ 19,014.78	\$ 25,143.59	\$ 25,967.28	\$ 14,259.31	\$ 10,828.01	\$ 12,743.61	\$ 17,284.73	\$ 24,214.03	\$ 21,607.99	\$ 18,533.41
February	\$ 19,015.71	\$ 14,290.38	\$ 10,344.56	\$ 13,334.70	\$ 22,024.73	\$ 30,414.15	\$ 22,239.28	\$ 23,167.95	\$ 17,159.04	\$ 28,457.43
March	\$ 14,933.49	\$ 21,581.18	\$ 20,357.31	\$ 22,546.49	\$ 20,489.97	\$ 17,284.91	\$ 21,582.70	\$ 16,177.13	\$ 19,075.98	\$ 20,233.49
April	\$ 15,771.23	\$ 17,484.18	\$ 18,437.40	\$ 17,773.09	\$ 20,001.26	\$ 17,192.67	\$ 18,027.34	\$ 27,836.97	\$ 33,381.17	\$ 23,319.02
May	\$ 18,720.19	\$ 20,498.30	\$ 19,221.97	\$ 13,515.50	\$ 12,806.53	\$ 29,763.24	\$ 23,000.21	\$ 17,154.07	\$ 25,697.32	\$ 15,310.05
June	\$ 17,651.45	\$ 17,751.99	\$ 10,298.48	\$ 23,674.73	\$ 32,455.46	\$ 21,588.50	\$ 22,283.91	\$ 15,440.55	\$ 21,249.08	\$ 31,051.92
July	\$ 16,043.49	\$ 22,323.42	\$ 26,920.96	\$ 19,323.19	\$ 19,830.53	\$ 17,076.01	\$ 20,530.02	\$ 27,257.67	\$ 38,311.17	\$ 26,411.00
August	\$ 27,947.80	\$ 31,652.73	\$ 26,146.77	\$ 12,615.73	\$ 28,336.69	\$ 40,834.46	\$ 36,366.46	\$ 32,256.70	\$ 24,334.45	\$ 21,680.57
September	\$ 22,503.96	\$ 14,607.12	\$ 22,295.00	\$ 40,891.75	\$ 28,742.10	\$ 31,212.14	\$ 23,691.29	\$ 27,017.12	\$ 43,189.87	\$ 48,615.88
October	\$ 32,075.74	\$ 37,338.50	\$ 27,921.16	\$ 21,733.86	\$ 18,512.32	\$ 21,200.16	\$ 28,378.67	\$ 26,356.29	\$ 28,877.84	\$ 25,667.08
November	\$ 25,753.34	\$ 24,621.14	\$ 17,502.17	\$ 22,436.24	\$ 31,048.12	\$ 35,146.06	\$ 32,274.60	\$ 23,791.89	\$ 23,626.64	\$ 18,459.39
December	\$ 26,693.16	\$ 15,636.26	\$ 28,468.85	\$ 23,018.52	\$ 24,745.17	\$ 26,140.16	\$ 15,276.65	\$ 26,268.37	\$ 28,520.17	\$ 31,079.27
<b>TOTALS</b>	<b>\$ 256,124.34</b>	<b>\$ 262,928.79</b>	<b>\$ 253,881.91</b>	<b>\$ 245,123.11</b>	<b>\$ 269,820.89</b>	<b>\$ 300,596.07</b>	<b>\$ 280,935.86</b>	<b>\$ 286,938.74</b>	<b>\$ 325,030.72</b>	<b>\$ 308,818.51</b>
<b>% Change</b>		<b>2.66%</b>	<b>-3.44%</b>	<b>-3.45%</b>	<b>10.08%</b>	<b>11.41%</b>	<b>-6.54%</b>	<b>2.14%</b>	<b>13.28%</b>	<b>-4.99%</b>

**PAID TO CHAMBER OF COMMERCE**  
**July 1, 1984 by Resolution Started the 2% Lodging Tax**  
**July 1, 2003 Adopted by Ordinance #854 additional 1% Lodging Tax**  
**City collected tax from July 1, 2003 thru December 31, 2004.**  
**Now the State is collecting the full 3%.**

<b>Occupancy Tax Collections</b>		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
January	\$ 6,223.01	\$ 11,812.71	\$ 4,493.78	\$ 5,590.10	\$ -	\$ 5,491.29	\$ 6,128.93	\$ 7,346.49	\$ 7,497.89	\$ 7,325.01	
February	\$ 5,298.49	\$ 3,323.65	\$ 2,962.72	\$ 2,860.69	\$ 5,087.57	\$ 7,530.21	\$ 7,209.23	\$ 2,645.02	\$ 8,396.13		
March	\$ 3,492.80	\$ 8,617.43	\$ 4,561.16	\$ 5,019.40	\$ 6,587.28	\$ 4,144.62	\$ 3,802.63	\$ 5,192.19	\$ 8,228.43		
April	\$ 3,353.21	\$ 7,462.44	\$ 4,121.09	\$ 4,879.04	\$ 1,789.70	\$ 9,184.03	\$ 5,372.12	\$ 12,602.61	\$ 7,457.07		
May	\$ 3,642.10	\$ 13,343.94	\$ 2,066.46	\$ 7,115.76	\$ 3,057.44	\$ 9,262.27	\$ 5,243.33	\$ 6,684.58	\$ 8,755.52		
June	\$ 5,868.96	\$ 7,522.22	\$ 2,651.80	\$ 3,569.99	\$ 9,640.68	\$ 5,021.61	\$ 5,189.91	\$ 6,544.21	\$ 7,100.77		
July	\$ 3,988.63	\$ 10,193.12	\$ 8,919.28	\$ 5,389.17	\$ 4,234.81	\$ 6,944.30	\$ 7,945.83	\$ 12,691.83	\$ 8,684.99		
August	\$ 10,893.58	\$ 15,796.21	\$ 13,363.89	\$ 392.48	\$ 14,460.41	\$ 17,554.13	\$ 21,683.89	\$ 13,381.60	\$ 11,487.59	\$ 13,383.61	
September	\$ 7,677.55	\$ 11,031.44	\$ 5,202.59	\$ 23,192.25	\$ 19,006.53	\$ 19,537.41	\$ 6,313.36	\$ 11,733.78	\$ 21,286.86	\$ 20,316.28	
October	\$ 18,370.78	\$ 23,398.21	\$ 22,575.10	\$ 6,260.46	\$ 4,504.19	\$ 7,827.40	\$ 12,074.14	\$ 7,345.97	\$ 7,097.00	\$ 11,627.30	
November	\$ 12,901.42	\$ 10,314.42	\$ 9,697.32	\$ 9,477.25	\$ 14,384.95	\$ 17,529.82	\$ 15,237.65	\$ 9,955.44	\$ 11,443.67	\$ 6,657.00	
December	\$ 17,545.86	\$ 9,603.33	\$ 8,106.46	\$ 6,511.94	\$ 9,282.25	\$ 12,083.55	\$ 5,811.25	\$ 9,156.96	\$ 8,485.44	\$ 12,055.10	
<b>TOTALS</b>	<b>\$ 99,256.39</b>	<b>\$ 132,419.12</b>	<b>\$ 88,721.65</b>	<b>\$ 80,258.53</b>	<b>\$ 92,035.81</b>	<b>\$ 103,557.08</b>	<b>\$ 97,913.29</b>	<b>\$ 113,658.89</b>	<b>\$ 119,987.21</b>		
<b>% Change</b>		<b>33.41%</b>	<b>-33.00%</b>	<b>-9.54%</b>	<b>14.67%</b>	<b>32.68%</b>	<b>-15.19%</b>	<b>-5.45%</b>	<b>16.08%</b>	<b>5.57%</b>	

### HIGHWAY TAX COLLECTIONS

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
January	\$ 43,985.46	\$ 44,737.88	\$ 50,425.17	\$ 41,757.96	\$ 33,595.36	\$ 37,765.13	\$ 40,103.52	\$ 38,008.01	\$ 38,221.40	\$ 34,699.09
February	\$ 34,004.16	\$ 33,367.59	\$ 33,566.96	\$ 27,451.50	\$ 28,252.91	\$ 31,166.95	\$ 30,781.85	\$ 31,305.09	\$ 28,805.73	\$ 29,119.20
March	\$ 29,912.68	\$ 28,104.67	\$ 30,225.85	\$ 23,811.16	\$ 24,228.90	\$ 26,090.69	\$ 25,968.94	\$ 27,686.37	\$ 24,645.70	\$ 23,554.21
April	\$ 32,810.07	\$ 31,811.40	\$ 33,832.49	\$ 28,739.93	\$ 27,036.79	\$ 28,430.21	\$ 29,020.39	\$ 28,968.39	\$ 30,394.33	\$ 27,238.83
May	\$ 31,841.22	\$ 31,976.36	\$ 31,721.88	\$ 25,917.88	\$ 37,993.26	\$ 28,907.34	\$ 29,569.81	\$ 26,087.43	\$ 29,158.95	\$ 28,022.87
June	\$ 31,619.61	\$ 32,070.22	\$ 28,568.78	\$ 22,015.51	\$ 26,471.62	\$ 29,090.12	\$ 29,040.34	\$ 21,160.42	\$ 21,311.09	\$ 24,656.11
July	\$ 36,969.28	\$ 37,576.05	\$ 34,417.59	\$ 31,479.64	\$ 34,454.19	\$ 33,936.58	\$ 48,103.97	\$ 27,970.15	\$ 29,989.50	\$ 33,380.61
August	\$ 23,223.82	\$ 30,799.29	\$ 21,104.87	\$ 25,548.03	\$ 21,450.06	\$ 27,709.50	\$ 19,961.09	\$ 24,235.28	\$ 22,382.29	\$ 25,273.30
September	\$ 34,438.04	\$ 33,195.84	\$ 31,174.01	\$ 27,236.02	\$ 27,541.25	\$ 29,176.88	\$ 28,652.25	\$ 25,582.48	\$ 27,523.92	\$ 28,166.23
October	\$ 36,118.62	\$ 37,115.73	\$ 32,382.76	\$ 30,673.98	\$ 33,624.08	\$ 34,360.75	\$ 32,964.97	\$ 29,352.99	\$ 30,210.19	\$ 32,539.13
November	\$ 33,840.87	\$ 34,591.92	\$ 28,645.06	\$ 26,719.81	\$ 27,347.73	\$ 29,393.25	\$ 28,269.52	\$ 27,953.39	\$ 27,341.23	\$ 30,225.37
December	\$ 40,202.18	\$ 41,178.22	\$ 36,830.90	\$ 33,776.73	\$ 38,097.20	\$ 34,891.28	\$ 33,665.81	\$ 30,253.66	\$ 37,352.04	\$ 35,551.04
<b>TOTALS</b>	<b>\$ 408,966.01</b>	<b>\$ 416,525.17</b>	<b>\$ 392,896.32</b>	<b>\$ 345,128.15</b>	<b>\$ 360,093.35</b>	<b>\$ 370,918.68</b>	<b>\$ 376,102.46</b>	<b>\$ 338,563.66</b>	<b>\$ 347,336.37</b>	<b>\$ 352,425.99</b>
% Change		1.85%	-5.67%	-12.16%	4.34%	3.01%	1.40%	-9.98%	2.59%	1.47%

### STATE AID DISTRIBUTION TAX COLLECTIONS

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
30% To Park										
January	\$ 199,102.52	\$ 197,550.74	\$ 247,511.77	\$ 155,531.65	\$ 122,227.15	\$ 129,113.89	\$ 161,606.58	\$ 155,914.29	\$ 131,029.82	\$ 45,341.06
February										\$ 62,245.23
March										\$ 40,884.53
April	\$ 165,088.71	\$ 175,472.71	\$ 208,431.90	\$ 134,908.83	\$ 115,502.19	\$ 120,198.72	\$ 135,224.87	\$ 140,698.70	\$ 130,475.36	\$ 41,320.21
May										\$ 44,158.34
June										\$ 54,394.72
July	\$ 178,957.70	\$ 190,924.51	\$ 189,310.12	\$ 122,431.97	\$ 125,846.10	\$ 138,188.57	\$ 142,359.36	\$ 121,757.57	\$ 144,095.73	\$ 53,189.19
August									\$ 54,437.93	\$ 53,782.61
September									\$ 53,445.38	\$ 68,811.40
October	\$ 204,018.66	\$ 229,657.88	\$ 174,351.29	\$ 142,847.11	\$ 134,235.91	\$ 158,191.15	\$ 177,105.38	\$ 138,618.22	\$ 47,837.24	\$ 63,400.54
November									\$ 46,435.69	\$ 58,063.50
December									\$ 56,061.05	\$ 58,156.23
<b>TOTALS</b>	<b>\$ 747,167.59</b>	<b>\$ 793,605.84</b>	<b>\$ 819,605.08</b>	<b>\$ 555,719.56</b>	<b>\$ 497,811.35</b>	<b>\$ 545,692.33</b>	<b>\$ 616,296.19</b>	<b>\$ 556,988.78</b>	<b>\$ 663,818.20</b>	<b>\$ 643,747.56</b>
% Change		6.22%	3.28%	-32.20%	-10.42%	9.62%	12.94%	-9.62%	19.18%	-3.02%

<b>EQUIPMENT RESERVE</b>					
	<b>Start 2022</b>	<b>Revenue</b>	<b>Interest</b>	<b>Expense</b>	<b>End 2022</b>
<b>Fire</b>	\$ 8,300	\$ 60,000	\$ 715	\$ -	\$ 69,015
<b>Police</b>	\$ 14,287	\$ 90,000	\$ 1,321	\$ -	\$ 105,608
<b>Shade Tree</b>	\$ 10,569	\$ 1,500	\$ 4	\$ -	\$ 12,073
<b>17th Lift Station</b>	\$ 5,161	\$ -	\$ 2	\$ -	\$ 5,163
<b>Creel Lift Station</b>	\$ 182,182	\$ 18,742	\$ 63		\$ 200,987
<b>Hwy 20 Lift Station</b>	\$ 181,348	\$ 15,560	\$ 62		\$ 196,970
<b>East Bay Lift Station</b>	\$ 30,063	\$ -	\$ 9	\$ -	\$ 30,072
<b>Eagle Bend Lift Station</b>	\$ 358,426	\$ -	\$ 112	\$ -	\$ 358,538
<b>Street</b>	\$ 500,662	\$ 105,000	\$ 119	\$ 225,238	\$ 380,543
<b>Water</b>	\$ 291,836	\$ 5,000	\$ 93	\$ -	\$ 296,929
<b>Sewer</b>	\$ 158,791	\$ 20,000	\$ 56	\$ -	\$ 178,847
<b>Waste Water</b>	\$ 381,100	\$ 26,000	\$ 105	\$ 70,795	\$ 336,410
<b>Sanitation</b>	\$ 394,951	\$ 75,000	\$ 129	\$ 58,352	\$ 411,728
<b>Inert Landfill</b>	\$ 184,440	\$ 30,000	\$ 67	\$ -	\$ 214,507
<b>Airport</b>	\$ 10,000	\$ 7,000	\$ 5		\$ 17,005
<b>TOTALS</b>	<b>\$ 2,712,116</b>	<b>\$ 453,802</b>	<b>\$ 2,861</b>	<b>\$ 354,385</b>	<b>\$ 2,814,394</b>

	Interest Rate		Year Issued		Year Due		Amount Authorized	Outstanding 12/31/2021	Refinance Debt	Acquired New Debt	Redeemed During Year	Outstanding 12/31/2022	Fund Balance 12/31/22				
	2011	2030	2015	2028	2015	2031								2017	2032	2017	2032
<b>5476 SALES TAX REVENUE BONDS 2010</b> Clean Water Loan for Embankment	2.5%						\$ 2,500,000	\$ 1,308,372			\$ 128,788	\$ 1,179,584	\$ 199,601				
<b>5481 SALES TAX REVENUE BONDS OF 2015</b> WSS # 60-15 - Cenex & WM 24-15 Various	2-3%					\$ 2,875,000	\$ 1,755,000			\$ 235,000	\$ 1,520,000	\$ 457,117					
<b>5482 REF IMP. BONDS OF 2015</b> WSS 60-15 - Cenex & WM 24-15	1.6-3%					\$ 1,960,000	\$ 1,380,000	\$ 1,255,000		\$ 121,364		\$0 - (Balance sent to 5493)					
<b>5483 DEF WARRANT 2017</b> WSS #57-15 Mauve	2%					\$ 625,000	\$ 321,542			\$ 27,434	\$ 292,960	\$ 134,047					
<b>5484 SALES TAX REVENUE BONDS OF 2017</b> West Via Duct	2%					\$ 1,876,000	\$ 1,250,745			\$ 101,616	\$ 1,149,129	\$ 461,227					
<b>5485 REF IMP. BONDS OF 2017</b> SI #60-17 Strmquist, SI#62-17 CMS Area SI#65-17 5th Ave SE	2%					\$ 789,000	\$ 620,541			\$ 50,426	\$ 570,115	\$ 79,844					
<b>5486 DEF IMP WARRANT 2019</b> DT #01-18	2%					\$ 800,000	\$ 699,822			\$ 49,173	\$ 650,649	\$ 179,948					
<b>5488 SALES TAX REVENUE BONDS OF 2019</b> DT Project (City Share)	2%					\$ 1,180,000	\$ 1,026,139			\$ 72,770	\$ 953,369	\$ 320,261					
<b>5489 REF IMP. BONDS OF 2020A</b> Ref. of 2011 & 2013 Bonds Agassiz W&S TIF Stoneridge W&S TIF Various Watermains and St IMP	2%					\$ 2,180,000	\$ 1,795,000			\$ 370,000	\$ 1,425,000	\$ 76,230					
<b>5492 REF IMP. BONDS OF 2021A</b> Ref. of 2014 Bonds Various St. Imp	2%					\$ 3,420,000	\$ 3,420,000			\$ 180,000	\$ 3,240,000	\$ 964,269					
<b>5493 REF IMP. BONDS OF 2022A</b> Refunding of 2015 Bonds	2%							\$ 1,255,000	\$ 1,255,000	\$ -	\$ 1,255,000	\$ 257,081					
<b>GRAND TOTALS:</b>						\$ 18,205,000	\$ 13,577,161	\$ 1,255,000	\$ 1,255,000	\$ 1,336,571	\$ 12,235,806	\$ 3,129,626					

Equipment Reserve CD- Edward Jones 65% to PD - 35% to FD						
Description	Type	Maturity Date	Amount	Rate	Frequency	
Bank Hapoalim B M New York BRH	CD	5/21/2024	\$ 243,000	4.85%	Semi Annual	January
Capital One Natl Assn Mclean	CD	11/3/2025	\$ 244,000	4.80%	Semi Annual	
City Natl Bk Los Angeles	CD	11/24/2025	\$ 243,000	4.90%	Semi Annual	
Discover BK Greenwood Del	CD	11/30/2027	\$ 243,000	4.90%	Semi Annual	
Horizon BK Natl Assn Mich City	CD	11/8/2024	\$ 249,000	4.75%	Monthly	\$ 972.12
Morgan Stanley Private BK Natl	CD	11/3/2023	\$ 238,000	4.55%	At Maturity	
UBS BK USA Salt Lake City UT	CD	11/17/2025	\$ 248,000	4.95%	Monthly	
Verifex CMNTY BK Dallas	CD	11/24/2023	\$ 238,000	4.70%	At Maturity	\$ 1,008.99
Wells Fargo BK N A Sioux Falls	CD	11/29/2024	\$ 248,000	4.85%	Monthly	
Bremer Bank	CD					\$ 878.81
Interest on Credit Balance						
<b>TOTAL YEAR TO DATE</b>			<b>\$ 2,194,000</b>		<b>TOTAL MONTHLY EARNINGS</b>	<b>\$ 878.81</b>
						<b>\$ 1,981.11</b>
						<b>\$ 2,859.92</b>

## CITY OF DEVILS LAKE 2022 ECONOMIC DATA

TAX COLLECTIONS	2021	2022	CHANGE
General Property Tax	\$ 1,739,666	\$ 1,841,175	5.83%
City Sales Tax	\$ 4,075,424	\$ 4,065,728	-0.24%
Restaurant Tax	\$ 325,031	\$ 308,819	-4.99%
Lodging Tax	\$ 113,659	\$ 119,987	5.57%
Highway Distribution Tax	\$ 347,336	\$ 352,426	1.47%
State Aid Distribution Tax	\$ 663,818	\$ 643,748	-3.02%
OTHER DATA	2021	2022	CHANGE
City of Devils Lake Population	7,182	7,192	0.14%
Building Permits Issued	\$ 6,523,185	\$ 16,492,837	152.83%
Building Permit Revenue	\$ 19,287	\$ 33,476	73.57%
Commercial True and Full Valuation	\$ 183,274,877	\$ 185,096,514	0.99%
Residential True and Full Valuation	\$ 235,808,500	\$ 244,267,150	3.59%
Value of 1 City Mill	\$ 19,098	\$ 19,774	3.54%
Tax on \$100,000 Home	\$ 1,443	\$ 1,482	2.75%
Year Ending General Fund Balance	\$ 4,251,361	\$ 3,808,490	-10.42%
Year Ending Outstanding Bonds	\$ 13,577,161	\$ 12,235,806	-9.88%
MILL RATES	2021	2022	CHANGE
City of Devils Lake	91.09	93.11	2.22%
Ramsey County	86.69	94.46	8.96%
Devils Lake Public Schools	97.75	98.35	0.61%
Devils Lake Park Board	45.10	43.52	-3.50%
Total	320.63	329.44	2.75%
AVG MILL RATES (12 LARGEST CITIES)	2021	2022	CHANGE
City	80.18	79.48	-0.87%
County	60.18	62.65	4.12%
Schools	122.08	123.51	1.18%
Park Board	31.10	29.93	-3.78%
<b>Total</b>	<b>302.37</b>	<b>295.57</b>	<b>-2.25%</b>
TAX PER CAPITA (CITY RESIDENTS)	2021	2022	CHANGE
City of Devils Lake	\$ 250.81	\$ 262.12	4.51%
Ramsey County	\$ 238.69	\$ 265.92	11.41%
Devils Lake Public Schools	\$ 269.15	\$ 276.87	2.87%
Devils Lake Park Board	\$ 124.18	\$ 122.52	-1.34%
<b>Total</b>	<b>\$ 882.83</b>	<b>\$ 927.44</b>	<b>5.05%</b>
AVG TAX PER CAPITA (12 LARGEST CITIES)	2021	2022	CHANGE
City	\$ 381.84	\$ 406.95	6.58%
County	\$ 286.57	\$ 320.79	11.94%
Schools	\$ 581.33	\$ 632.38	8.78%
Park Board	\$ 148.10	\$ 153.22	3.45%
<b>Total</b>	<b>\$ 1,397.84</b>	<b>\$ 1,513.33</b>	<b>8.26%</b>

## Report Criteria:

Selected services: Water Usage, Sewer, Water Service Fee, Base - Garbage, Can/Dump, Mosquito Control, Street Lights, Services/Rental, Services/Special Pickups, NSF Check Fee, New Customer Account Fee, Change Responsible Party Fee, Curb Stop Replacement Fee, Water Source Replacement Fee, Shut Off Fee

Description	Commercial	None	Residential	Totals
Wat U Usage	239,646,300	1,710,200	129,437,498	370,793,998

Description	Commercial	None	Residential	Totals
Wat U Amount	344,532.54	5,814.68	407,550.36	757,897.58
Sew Amount	340,737.53	367.65	471,900.67	813,005.85
Water SF Amount	4,586.59	58.08	784.23	5,428.90
Base G Amount	52,935.65	579.90	286,978.53	340,494.08
CanD Amount	802,851.92	3,124.35	435,564.87	1,241,541.14
MosC Amount	10,282.03	97.92	49,574.51	59,954.46
Street L Amount	50,963.54	110.19	73,370.65	124,444.38
Serv Ren Amount	36,398.75	174.50	9,400.50	45,973.75
Serv/Speci Amount	73,754.68	299.50	8,954.50	83,008.68
NSF Check Amount	120.00	-	420.00	540.00
New Cust Amount	180.00	-	1,995.00	2,175.00
Change R Amount	22.50	15.00	90.00	127.50
Curb Stop Amount	5,093.74	67.16	24,736.21	29,897.11
Water SRF Amount	45,951.30	603.53	222,616.07	269,170.90
Shut Off F Amount	25.00	-	2,825.00	2,850.00
<b>Total Charges:</b>	<b>1,768,435.77</b>	<b>11,312.46</b>	<b>1,996,761.10</b>	<b>3,776,509.33</b>

Description	Commercial	None	Residential	Totals
Previous Balance	148,939.58	601.39	158,026.47	307,567.44
Payments	1,774,158.38-	11,356.04-	1,995,006.71-	3,780,521.13-
Contract Adjustments	-	-	-	-
Assistance Applied	-	-	-	-
Deposits Applied	-	-	-	-
Interest Applied	-	-	-	-
Balance Transfers	-	-	-	-
Balance Write-offs	-	-	-	-
Reallocations	-	-	-	-
<b>Total Charges</b>	<b>1,768,435.77</b>	<b>11,312.46</b>	<b>1,996,761.10</b>	<b>3,776,509.33</b>
<b>Current Balance:</b>	<b>143,216.97</b>	<b>557.81</b>	<b>159,780.86</b>	<b>303,555.64</b>

BUILDING PERMIT DETAIL						
Permit #	DATE	Property ID #	PROJECT TYPE	ADDRESS	COST	FEE
2022-001	1/4	39-0000-00183-000	New stairs, handrail and guardrails	518 5th St Ne	\$88,880.00	\$444.40
2022-002	2/9	39-1804-00034-000	Foundation Repairs	719 8th st ne	\$20,800.00	\$62.40
2022-003	2/14	39-0000-00738-000	Interior Remodel	1207 2nd ave nw	\$10,000.00	\$30.00
2022-004	3/10	39-0000-00549-000	Interior Remodel	602 7th ave se	\$36,000.00	\$180.00
2022-005	3/30	05-4100-01984-000	Egress Window	2220 10th ave sw	\$1,900.00	\$5.70
2022-006	4/1	39-0405-00004-006	Right to life sign	1908 Schwan Ave Nw	\$3,000.00	\$15.00
2022-007	4/5	39-2727-00002-002	Locker room & storage	1601 college dr n	\$816,765.60	\$1,825.16
2022-008	4/5	39-0407-00026-000	Front open porch and back addition	521 12th ave ne	\$305,559.28	\$916.67
2022-009	4/6	39-1505-00032-000	Replace backyard fence	808 3rd St Ne	\$6,000.00	\$18.00
2022-010	4/8	39-0804-00051-000	28x24 Detached garage	911 9th st ne	\$15,563.52	\$46.69
2022-011	4/20	39-0601-00005-000	Siding & Windows	222 12th ave se	\$6,000.00	\$18.00
2022-012	4/27	39-2735-00001-000	Addition to school	824 10th ave ne	\$994,810.85	\$2,092.22
2022-013	5/4	39-0301-00037-000	New Siding	1004 7th st ne	\$10,598.00	\$31.79
2022-014	5/5	39-1900-00019-001	Fence in Backyard	1101 16th st se	\$500.00	\$5.00
2022-015	5/10	39-0804-00041-000	30x24 Detached Garage	810 9th st ne	\$16,675.20	\$50.02
2022-016	5/17	39-0301-00140-000	5x20 front yard deck	326 8th ave ne	\$850.00	\$5.00
2022-017	5/19	39-0000-00301-000	Turn church in to single family home	623 2nd st ne	\$153,000.00	\$459.00
2022-018	5/19	39-2734-00002-000	Fence	1207 2nd st ne	\$500.00	\$5.00
2022-019	5/23	39-0804-00030-000	Deck addition and fence	902 9th st ne	\$4,000.00	\$12.00
2022-020	5/24	39-1103-00011-000	Egeress Window	1312 11th ave se	\$500.00	\$5.00
2022-021	6/8		Single family home to be moved	214 1St Ave Ft Totten	\$153,000.00	\$459.00
2022-022	6/10	39-0301-00070-000	New Siding	916 6th St Ne	\$4,900.00	\$14.70
2022-023	6/13	39-0000-00498-002	Storage condos	307 6th st se	\$685,119.60	\$1,627.68
2022-024	6/13	39-0000-00118-000	Detached Garage	416 6th st ne	\$5,500.00	\$16.50
2022-025	6/13	44-4210-00002-000	Foundation for house to be moved	809 Linden Lane	\$62,100.00	\$186.30
2022-026	6/14	39-1306-00002-000	13x26 garage addition	108 14th ave ne	\$9,754.68	\$29.26
2022-027	6/16	05-4262-00012-000	35x45 detached garage	403 Peterson dr	\$36,477.00	\$109.43
2022-028	6/17	39-0000-00265-000	Install lift system	314 3rd ave ne	\$59,500.00	\$297.50
2022-029	6/20	39-1503-00060-000	Rear yard deck	323 14th ave ne	\$3,000.00	\$9.00
2022-030	6/21	44-4200-00003-000	New Siding	707 Cedar Ave	\$1,000.00	\$5.00
2022-031	6/22	39-0000-00961-000	Concessions Building	Roosevelt Park	\$25,706.88	\$128.53
2022-032	6/22	05-4100-01978-000	24x24 home addition	2001 HWY 20	\$58,377.00	\$175.13
2022-033	6/29	39-0000-00338-000	Siding	524 2nd St Ne	\$1,500.00	\$5.00
2022-034	7/6	44-0000-01518-003	Two unit townhouse	48th St Ne	\$429,031.92	\$1,287.09
2022-035	7/18	39-1804-00012-000	Siding & Windows	815 6th ave ne	\$7,000.00	\$21.00
2022-036	7/19	39-1601-00001-001	10x20 Rear yard Deck	502 12th ave ne	\$5,600.00	\$16.80
2022-037	7/22	39-0601-00070-000	24x28 Detached Garage	1104 Fair St Se	\$15,563.52	\$46.69
2022-038	7/22	39-0000-00205-000	Siding	702 5th st ne	\$16,000.00	\$48.00
2022-039	7/25	39-0000-00598-001	Move in Shed	720 7th ave se	\$9,000.00	\$27.00
2022-040	7/25	39-1805-00020-000	Replace Fence	1217 5th ave ne	\$5,000.00	\$15.00
2022-041	7/27	39-0802-00014-000	Fence in Backyard	113 18th st ne	\$9,000.00	\$27.00
2022-042	7/27	39-0301-00010-000	Fence in Backyard	824 7th st ne	\$1,000.00	\$5.00
2022-043	7/27	39-1302-00016-000	Fence replacement	209 8th st ne	\$1,000.00	\$5.00
2022-044	7/28	39-1301-00027-000	Egress windows	203 7th st ne	\$2,100.00	\$6.30
2022-045	8/1	05-0000-01175-003	40x80 equipment storage	8314 Hwy 2 East	\$181,344.00	\$581.34
2022-046	8/1	05-4095-00008-000	Rebuild single family home after fire	8390 James way loop	\$292,968.16	\$878.90
2022-047	8/3	39-0300-00003-000	26x36 Detached Garage	2008 Lincoln Ave Ne	\$21,677.76	\$65.03
2022-048	8/4	39-0510-00002-000	Interior remodel & updates	1424 Hwy 2 E	\$2,500,000.00	\$4,350.00
2022-049	8/9	05-4390-02648-001	40x60 detached garage	2020 24th ave sw	\$55,584.00	\$166.75
2022-050	8/11	39-0406-00010-000	Basement egress window	1115 2nd st ne	\$1,500.00	\$5.00
2022-051	8/18	39-0000-00303-000	New Siding	716 3rd st ne	\$20,000.00	\$60.00
2022-052	8/22	39-0301-00043-000	Replace backyard fence	1021 6th st ne	\$6,000.00	\$18.00
2022-053	8/24	05-4051-00020-001	Storage Shed	726 Country Club Dr	\$11,116.80	\$33.35
2022-054	8/29	44-4070-01876-001	24x32 Post frame garage	307 Academy Rd	\$17,786.88	\$53.36
2022-055	8/30	39-1505-00057-000	Fence in Backyard	1003 2nd St Ne	\$8,000.00	\$24.00
2022-056	8/30	23-4075-00012-001	Single family home to	125 Palmer Rd	\$220,750.00	\$662.25
2022-057	8/31	39-1301-00038-000	Add overhead door to building	104 8th st ne	\$10,000.00	\$50.00
2022-058	8/31	39-1907-00003-001	Fence in Backyard	307 15th ave se	\$9,800.00	\$29.40
2022-059	8/31	39-0000-00113-000	Fence	502 6th st ne	\$1,000.00	\$5.00
2022-060	8/31	39-2729-00002-054	Three 10x40 Storage Sheds	1505 Schwan Ave Nw	\$53,556.00	\$267.78
2022-061	9/2	39-1307-00005-000	16x20 Home Addition	133 15th ave ne	\$29,816.66	\$89.45

Permit #	DATE	Property ID #	PROJECT TYPE	ADDRESS	COST	FEE
2022-062	9/6	39-0601-00031-000	Home Addition	912 Walnut St E	\$29,783.33	\$89.35
2022-063	9/6	39-1803-00031-000	12x18 Deck	621 7th st ne	\$2,400.00	\$7.20
2022-064	9/6	39-0404-00038-001	30x48 Cold storage	211 National Guard St Nw	\$83,044.80	\$415.22
2022-065	9/9	39-1901-00009-000	New Siding	413 14th st ne	\$4,500.00	\$13.50
2022-066	9/12	39-0000-00202-000	New Windows	714 5th st ne	\$27,250.00	\$81.45
2022-067	9/13	39-0301-00078-000	Siding & Windows	804 6th st ne	\$15,000.00	\$45.00
2022-068	9/13	39-1306-00007-000	Foundation wall supports	200 14th ave ne	\$4,800.00	\$14.40
2022-069	9/13	05-4020-01537-000	Egress Window	1439 Bay View Dr	\$2,000.00	\$6.00
2022-070	9/13	39-1805-00032-000	Fence in Backyard	1216 4th ave ne	\$1,300.00	\$5.00
2022-071	9/13	39-0000-00319-000	Front Yard Deck	707 1st st ne	\$1,750.00	\$5.25
2022-072	9/16	39-1906-00022-000	Side yard deck and back yard deck	1203 11th ave se	\$2,000.00	\$6.00
2022-073	9/21	39-1204-00001-000	Sanford Sign	620 14th ave ne	\$31,397.00	\$156.99
2022-074	9/22	39-1602-00016-001	Home Addition	1322 HWY 20 S	\$105,404.00	\$316.21
2022-075	9/22	05-4051-00017-001	40x50 Detached Garage	620 Country Club Dr	\$46,320.00	\$138.96
2022-076	9/26	05-4262-00011-000	Foundation work	315 Peterson Dr	\$30,680.61	\$92.04
2022-077	9/26	39-0000-00406-000	Fence in Backyard	416 3rd st se	\$11,840.00	\$35.52
2022-078	10/3	39-0802-00017-000	Fence in Backyard	104 19th St Ne	\$2,000.00	\$6.00
2022-079	10/3	39-1305-00024-002	12x16 Storage shed	1104 3rd ave ne	\$4,446.72	\$13.34
2022-080	10/3	39-1503-00047-000	Foundation dampproofing	514 12th ave ne	\$22,000.00	\$66.00
2022-081	10/7	30-0000-07866-000	Interior remodel	814 hwy 2 e	\$6,000.00	\$18.00
2022-082	10/7	39-0804-00013-000	Basement waterproofing	820 8th st ne	\$24,500.00	\$73.50
2022-083	10/10	39-0303-00006-000	Egress window	224 9th ave se	\$1,200.00	\$5.00
2022-084	10/10	39-0802-00016-000	Windows & Siding	117 18th St Ne	\$12,000.00	\$36.00
2022-085	10/12	39-1900-00030-000	Move in single family home	1204 16th st se	\$72,720.00	\$218.16
2022-086	10/20	39-1505-00076-000	Rear yard deck	1006 2nd st ne	\$1,000.00	\$5.00
2022-087	10/26	39-0806-00009-001	Back Yard Shed 12x24	324 Remmington St Ne	\$6,667.00	\$20.00
2022-088	11/15	39-2728-00001-002	Move in manufactured home	1223 14th st nw lot 52	\$5,000.00	\$25.00
2022-089	12/6	39-1308-00001-001	12x18 Storage shed	601 Hwy 2 E	\$5,000.00	\$25.00
2022-090	12/13	39-0404-00001-000	Airport addition and remodel	106 national Guard st	\$8,249,000.00	\$12,973.50
2022-091	12/19	39-2727-00002-002	Single family home to be moved	1601 college dr n	\$142,800.00	\$428.40
					<b>\$16,492,836.77</b>	<b>\$33,475.56</b>

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**17-Apr-23**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
Advanced Counseling for Change	\$1,200.00
Amazon Capital Services	\$630.94
Aramark	\$426.77
ARFF Specialists	\$1,500.00
Austin Thompson	\$25.00
Axon Enterprise	\$11,760.00
Baker & Taylor	\$889.37
Bank of North Dkota	\$190,831.68
Bergstrom Electric	\$221.28
Benson County Farmer's Press	\$126.75
Blackstone Publishing	\$107.98
Butler Machinery	\$4,972.94
Capital One-Walmart	\$109.75
Capital One Trade Credit-Mac's	\$407.76
Capital One Trade Credit-Northern Tool	\$5,590.20
Caselle	\$1,326.00
Center Point Large Print	\$1,128.96
Central Business Systems	\$448.83
Corporate Payment Systems	\$10,641.00
Creative Impressions	\$641.49
Dakota Wash Master	\$749.20
Darin Rixen	\$840.36
David Rader	\$615.00
Delorine Smit	\$25.00
Demco	\$969.24
Devils Lake Animal Clinic	\$53.07
Devils Lake Chamber of Commerce	\$12,500.00
Devils Lake Journal-Subscriptions	\$116.00
Devils Lake High School-Yearbook	\$100.00
Double Z Broadcasting	\$1,075.00
Duke's Car Wash	\$13.00

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**17-Apr-23**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
Farmer's Union Oil	\$29,336.20
FedEx	\$27.88
Ferguson Waterworks	\$5,123.79
Forward Devils Lake	\$106,557.11
Gessner Iron Works	\$15.70
Guy Callender	\$630.00
Global Safety Network	\$100.70
Grand Forks Utility Billing	\$21,129.06
HB Bedrock Construction	\$850.00
HE Everson	\$31.26
Hawkins	\$7,057.26
Information Technology Dept	\$298.30
Ihry Insurance Agency	\$87,210.00
International Assoc of Fire Chiefs	\$215.00
Interstate Billing Service	\$3,955.80
Jocelyn Miller	\$25.00
John Deere Financial	\$211.55
Johnson Ag Resources	\$15,500.00
Keller's Briteway	\$211.00
Key West Technology	\$358.56
Klemetsrud's Pumbing	\$148.28
Knutson's Body Shop	\$100.00
Kris Thompson	\$25.00
Lake Chevrolet buick GMC	\$223.69
Lakota American	\$71.50
Lake Region E-911 Authority	\$91,585.10
Lake Region Corporation	\$8,244.00
Lake Region Joint Training Center	\$4,103.05
Lake Region Law Enforcement Center	\$44,250.53
LEAF	\$87.30
Leevers	\$59.84

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**17-Apr-23**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
Levi Volk	\$746.64
Midcontinent Communications	\$175.00
Minnie H Express Car Wash	\$239.92
Modern Marketing	\$291.96
Montana Dakota Utilities	\$6,341.19
Newsbank	\$1,767.00
Nodak Electric	\$2,051.66
Northland Trust Services	\$20,781.25
ND Assoc of Assessing Officers	\$530.00
ND Dept of Health-Microbiology	\$200.00
ND Firefighters Association	\$10.00
North Dakota One Call	\$17.10
North Dakota Telephone Co	\$1,908.77
O'Reilly Automotive	\$272.26
Ottertail Power	\$1,466.47
Prairie Truck & Tractor Repair	\$133.91
Quadient Leasing	\$260.70
Quill Corporation	\$65.37
Railroad Management	\$935.18
Rosenbauer Minnesota	\$584.23
Rush Valley House Movers	\$727.36
Sandberg Tech of ND	\$1,837.50
Senior Meals	\$177.00
Shane Balkowitsch	\$400.00
Sparklight Advertising	\$80.00
State of ND Chemistry Lab	\$18.54
Stone's Mobile	\$1,976.00
Thermo/Cense	\$634.01
Toshiba	\$17.70
Tractor Supply	\$43.96
Workforce Safety	\$67,787.94

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**17-Apr-23**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
Yunker Law Firm	\$8,333.33

**TOTAL LIST OF BILLS** **\$798,596.98**