

#### Tuesday, January 16, 2024 5:30PM CST

#### **Devils Lake Jobs Development Authority**

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

- 1) Appointment of Officers
- 2) Designation of Depositor of JDA Funds
- 3) Appointment of Authorized Agents
- 4) Assignment and Assumption Agreement with Forward Devils Lake
- 5) Appointment of Executive Committee Forward Devils Lake Board of Directors
- 6) Agreement with Forward Devils Lake
- 7) List of Bills

#### **Directly following JDA Meeting**

#### City Commission Meeting Agenda

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

#### **Meeting Items**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Minutes January 2, 2024

#### **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) Lake Region Heritage Center Lisa Crosby
- 2) Ramsey County Fair Board

#### **Commission Portfolios**

1) N/A

#### **Old Business**

1) Termination of Agreement with Forward Devils Lake

#### **Consent Agenda**

1) N/A

#### **New Business**

1) New Single Family Dwelling Construction Property Tax Exemption

- 2) Authorize Call for Bids Utility Pickup
- 3) Approval of Land Acquisition Levee Hanson
- 4) Approval of Land Acquisition Levee Weed
- 5) Approval of Land Acquisition ROW Bingham
- 6) Preliminary Report and Directing Preparation of Plans and Specifications for Street Improvement District #80-24 8th St NW, 9th St NW, 10th St NW, 11th St NW
- 7) Pay Estimate #10 City Project 220201 Water Main Replacement 27-22

#### Citizen Comment

1) N/A

#### Informational Items

- 1) 2023 Year-End Information
  - a. Sales Tax
  - b. Building Permit
  - c. Utility Collections
  - d. Investment Portfolio

#### 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.



#### STAFF REPORT

Jobs Development Authority – Jan. 16, 2024

Agenda Item:	Appointment of Officers
Submitted By:	Spencer Halvorson, City Administrator/Auditor
Staff Recommended Action:	Consider the necessary appointment of officers for the listed positions and corresponding terms as communicated in the staff report

Per NDCC 40-57.4, the JDA must annually elect members to serve as chairman, vice chairman, secretary, and treasurer for three year terms arranged so that the terms of office or approximately 1/3 of the members expire on December 31 of each year.

It is proposed that the President and Vice President of the JDA correspond with that of the City Commission and the recommended staggered terms are listed below:

Office	Commissioner	<b>Expiration of Terms</b>
President	Jim Moe	12/31/2024
Vice President	Rob Hach	12/31/2024
Treasurer	Dale Robbins	12/31/2025
Secretary	Jason Pierce	12/31/2025
	Shane Hamre	12/31/2026

#### Attached:

- NDCC 50-57.4

#### CHAPTER 40-57.4 CITY JOB DEVELOPMENT AUTHORITIES

40-57.4-01. City job development authority - Board of directors member qualifications.

The governing body of a city, by resolution, may create a job development authority for the city, or may discontinue a job development authority which has been created for the city. Before a resolution is adopted to create a city job development authority, the governing body of the city shall hold a public hearing to provide interested persons an opportunity to be heard. Notice of the time, place, and purpose of the hearing must be published not less than thirty days prior to the hearing in the official newspaper of the city. If the authority is created, the question of discontinuing the authority may be placed on the ballot at the next regular election by petition signed by electors of the city equal in number to ten percent of the votes cast in the city for the office of governor in the last general election. The petition must be presented to the governing body of the city not later than thirty days after the adoption of the resolution creating the city job development authority. The question of discontinuing the authority requires a majority of the electors voting on the question for passage. If the authority is created, the governing body of the city shall appoint a board of directors. The members must be appointed without regard to political affiliation and upon their fitness to serve as members by reason of character, experience, and training.

### 40-57.4-02. Members of the city job development authority board of directors - Term of office - Oath - Expenses.

The members of the city job development authority board of directors shall serve for a term of three years or until their successors are duly qualified. Terms of office shall begin on January first and must be arranged so that the terms of office of approximately one-third of the members expire on December thirty-first each year. Each member of the board shall qualify by taking the oath provided for civil officers. The oath must be filed with the city auditor.

The board of directors shall annually elect members to serve as chairman, vice chairman, secretary, and treasurer. They shall also select an executive committee with such powers and duties as may be delegated by the board of directors. Members may be reimbursed from funds available to the authority for mileage and expenses at the rates provided for state employees in sections 44-08-04 and 54-06-09 but members may receive no compensation for service.

#### 40-57.4-03. Powers and duties of city job development authorities.

The city job development authority shall use its financial and other resources to encourage and assist in the development of employment within the city. In fulfilling this objective, the job development authority may exercise the following powers:

- 1. To sue and be sued.
- To make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority.
- 3. To hire professional personnel skilled in seeking and promoting new or expanded opportunities within the city.
- To make, amend, and repeal resolutions consistent with the provisions of this chapter as necessary to carry into effect the powers and purposes of the authority.
- To acquire by gift, trade, or purchase, and to hold, improve, and dispose of real or personal property.
- 6. To request a tax levy as provided in section 40-57.4-04 and to expend moneys raised by the tax for the purposes provided in this chapter.
- 7. To insure or provide for insurance of any real or personal property in which the authority has an insurable interest.
- 8. To invest any funds held by the authority.
- 9. To cooperate with political subdivisions in exercising any of the powers granted by this section.

- 10. To loan, grant, or convey any funds or other real or personal property held by the authority for any purpose necessary or convenient to carry into effect the objective of the authority established by this chapter.
- 11. To use existing, uncommitted funds held by the authority to guarantee loans or make other financial commitments to enhance economic development.
- 12. To take an equity position in, provide a loan to, or use any other innovative financing mechanism to provide capital for a new or expanding business in this state or for a business relocating to this state.
- 13. To exercise any other powers necessary to carry out the purposes and provisions of this chapter.

#### 40-57.4-04. Tax levy for city job development authorities or industrial development organizations - Financial report.

The governing body of a city which has a city job development authority shall establish a city job development authority fund and may levy a tax not exceeding the limitation in subsection 12 of section 57-15-10. In the year for which the levy is sought, a job development authority or industrial development organization seeking approval of a property tax levy under this chapter must file with the city auditor, at a time and in a format prescribed by the city auditor, a financial report for the preceding calendar year showing the ending balances of each fund held by the job development authority or industrial development organization during that year. The city auditor shall keep the job development authority fund separate from other money of the city and transmit all funds received under this section within thirty days to the board of directors of the city job development authority. The funds when paid to the city job development authority must be deposited in a special account in which other revenues of the city job development authority as provided in sections 40-57.4-02 and 40-57.4-03.

In lieu of establishing a job development authority, the governing body of a city where an active industrial development organization exists may levy a tax not exceeding the limitation in subsection 12 of section 57-15-10. The funds from the alternative levy may be used to enter into a contract with the industrial development organization for performance of the functions of a city job development authority.

#### 40-57.4-05. Dedication of tax revenues.

The governing body of a city may dedicate any portion of revenues from the tax authorized under this chapter to payment of any loan entered or grant awarded for any purpose necessary or convenient to carry into effect the objective of the authority established by this chapter.

#### 40-57.4-06. Joint job development authority.

The governing bodies of a city and one or more other political subdivisions, by resolution, may create a joint job development authority. If the authority is created, the governing bodies of the political subdivisions shall appoint a board of directors in the size and manner established in the resolution. The resolution must include provision for discontinuing the authority by the governing bodies. If the authority is created, the question of discontinuing the authority may be placed on the ballot at the next regular election by a petition signed by qualified electors of a political subdivision within the authority equal in number to ten percent of the votes cast in that political subdivision for the office of governor at the last general election. The question to discontinue the authority requires a majority of the electors voting on the question vote to discontinue the authority in a political subdivision creating the authority, the authority is discontinued. A joint job development authority in which a city is participating may exercise any of the functions and powers of a city job development authority under this chapter.



#### **STAFF REPORT**

Jobs Development Authority – Jan. 16, 2024

**Agenda Item:** Designate Depositor of Jobs Development and

Growth Fund Funds

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

Staff Recommended Action: Designate Bremer Bank as the Depositor of Jobs

Development and Growth Fund Funds

It is necessary for the Jobs Development Authority to Designate a Depositor for JDA and Growth Fund Dollars.

The City currently banks with Bremer Bank. It is recommended for administrative efficiencies that the JDA designate Bremer Bank as the depositor of JDA and Growth Fund financial resources.



#### STAFF REPORT

Jobs Development Authority – Jan. 16, 2024

**Agenda Item:** Approval of Authorized Agents for the Jobs

Development Authority

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

**Staff Recommended Action:** Approve Jim Moe – President of the DL JDA, Spencer

Halvorson – City Administrator/Auditor, and Brina Schuh – Deputy Auditor as authorized agents for the Devils

Lake Jobs Development Authority

Approval of authorized agents to sign legal and financial documents related to the business of the Jobs Development Authority is required for operational purposes.

It is recommended that, like for the City of Devils Lake, the JDA Board of Directors appoint Jim Moe, the expected President of the JDA (subject to JDA approval earlier in the agenda), Spencer Halvorson, the City Administrator/Auditor, and Brina Schuh, the Deputy Auditor as authorized agents with the authority to sign legal and financial documents related to the business of the Devils Lake Jobs Development Authority.

#### ASSIGNMENT AND ASSUMPTION

- 1. This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date (referred to below) and is entered into by and between Forward Devils Lake (the "Assignor") and the Devils Lake Jobs Development Authority (the "Assignee"). The Assignor and Assignee are collectively referred to as the "Parties".
- 2. Assignment. FDL hereby assigns, transfers, conveys, and delivers to JDA all of FDL's rights, title, interests, and obligations in and to: (a) all accounts receivable, notes receivable, and other receivables of the companies listed in Exhibit A ("Receivables"); (b) all accounts payable and other payables of the companies listed in Exhibit A ("Payables"); and (c) all loans made to or owed by the companies listed in Exhibit A ("Loans").
- 3. Assumption of Liabilities. JDA hereby assumes and agrees to pay, honor, and discharge when due all Payables and Loans. JDA agrees to perform all the terms, covenants, conditions, and obligations required to be performed by FDL under the Payables and Loans.
- 4. Collection of Receivables. JDA shall have the right to collect for its own account all Receivables assigned to it. The Assignor agrees to attach the Notes held by it and requests that the Assignee exchange such Notes for new Notes payable to the Assignee in amounts equal to the Loans assumed by the Assignee pursuant to this Agreement.
- 5. Transfer of Property. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the property described on page 3 of Exhibit 1 attached hereto (the "Property"), including without limitation all of Assignor's rights, title and interests.
  - a. Assignor represents and warrants to Assignee that Assignor has full power and authority to transfer the Property to Assignee and that the Property is free and clear of all liens, encumbrances, and claims.
  - b. The date of the transfer will be the Effective Date.
  - c. Each party agrees to execute any additional documents reasonably required to complete the transfer of the Property from Assignor to Assignee.
- 6. This Assignment is made as of the Effective Date, and for an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably assumes from the Assignor:
  - (a) all of the Assignor's rights and obligations as a Lender under any loan made to or owed by the companies/organizations listed in Exhibit A, the loan documents, and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facilities identified below; and
  - (b) to the extent permitted by applicable law, all suits, claims, causes of action, and any other right of the Assignor (as a Lender) against any Person, whether known or unknown,

arising under or with respect to the Loan Agreement, any other Loan Document, any other documents or instruments delivered pursuant thereto or the credit transactions governed thereby, or otherwise based on or related to any of the foregoing. Such sale and assignment is without recourse to the Assignor.

- 7. Further Assurances. The Parties agree to execute such further documents and instruments and take such further actions as may be reasonably required to carry out the assignment, assumption, and collection of Payables, Receivables, and Loans as contemplated herein.
- 8. *Binding Effect*. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 9. Effective Date. "Effective Date" means the date on which this Agreement becomes effective, and the rights and obligations of the Parties under this Agreement commence. As of the Effective Date, this Agreement shall be legally valid and binding on the Parties. The Effective Date shall be the date of execution of this Agreement as set forth on the signature page hereof. In the event the Parties execute this Agreement on different dates, the Effective Date shall be the later of such dates.

THE TERMS SET FORTH IN THIS ASSIGNMENT AND ASSUMPTION ARE HEREBY AGREED TO:

ASS	SIGNOR
FOF	RWARD DEVILS LAKE
By:	
Date	2:
ASS	SIGNEE
	/ILS LAKE JOBS DEVELOPMENT FHORITY
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#### EXHIBIT 1 TO ASSIGNMENT AND ASSUMPTION AGREEMENT

ACCOUNTS RECEIVABLE	(As if 01.01.24)						
SBRLF						First Payment	Last Payment
	Black Paws Brewing	\$	18,833.38			In Progress	6/1/2033
	Discovery Preschool	\$	15,000.00	)		7/1/2024	6/1/2029
	Head over Heels	\$	18,833.38			In Progress	6/1/2033
				\$	52,666.76	-	
Façade Loans							
rayaac zouns	Black Paws	\$	8,292.00			In Progress	11/1/2026
	Blue Hippo	\$				In Progress	4/1/2028
	Fort Totten Little Theater	\$	9,200.00			In Progress	9/1/2027
	KDLR	\$	4,100.00			In Progress	6/1/2027
	Lamottes	\$	2,398.00			In Progress	Past Due
	Young Motorsports	\$	4,250.03			In Progress	4/1/2028
				\$	32,561.70		
Flex Pace							
	JKV Investments	\$	40,714.24			In Progress	10/1/2028
	James Vasichek	\$	85,714.27			2/1/2024	1/1/2029
	Lone Tree Designs I	\$	2,947.61			2/1/2026	1/1/2031
	Dakota Dry Bean	\$	42,857.15			2/1/2026	1/1/2031
	S&S Childcare	\$	11,842.95			6/1/2026	5/1/2031
	Storm's Chiropractic	\$	14,935.03			2/1/2027	1/1/2032
	583 Therapy	\$	6,560.85			2/1/2027	1/1/2032
	Lake Region Corporation	\$	16,271.84			8/1/2030	7/1/2035
	Koeshall - Sportsman's Lodge	\$	15,694.60			8/1/2030	7/1/2035
	Wahl Automotive	\$	35,341.04			11/1/2031	10/1/2036
	MJ Rentals II	\$	50,426.31			1/1/2032	12/1/2035
	Mini-mall	\$	9,309.61			6/1/2032	5/1/2037
	MJ Rentals I	\$	42,857.14			2/1/2035	1/1/2040
	Lone Tree Designs II	\$	38,214.45			2/1/2036	1/1/2041
	CD J & J Properties	\$	42,857.00			2/1/2036	1/1/2041
	City Plaza	\$	42,857.00			9/1/2036	8/1/2041
	James & Kristen Andrews	\$	42,857.00			12/1/2036	11/1/2041
		<u>·</u>		\$	542,258.09		
Multi-Family							
,	Agassiz Properties 2	\$	98,382.81			4/1/2027	3/1/2032
	Agassiz Properties 1	\$ 1	107,692.31			3/1/2032	2/1/2037
	Klemestrud - 3	\$	94,425.70			4/1/2032	3/1/2037
	Klemetsrud - Highland Park	\$	42,857.14			12/1/2033	11/1/2038
	Tri-Klem 9		28,164.14			8/1/2035	7/1/2040
	Klemetsrud - Elkhorn	\$	32,015.23			1/1/2036	12/1/2040
				\$	403,537.33		
			TOTAL =	\$ :	1,031,023.88		

ACCOUNTS PAYABLE	(As if 01.01.24)		
Flex Pace		La	ast Payment Year
	MJ Rentals I	\$ 7,996.18	2026
	S&S Childcare	\$ 1,948.61	2025
	Wahl Automotive	\$ 4,761.05	2025
	J & K Andrews	\$ 6,394.66	2025
	MJ Rentals II	\$ 17,624.82	2027
	Lone Tree Designs I	\$ 21,875.96	2034
	Lone Tree Designs II	\$ 133.71	2024
	Koeshall	\$ 7,969.43	2029
	Storm's Chiropractic	\$ 11,792.32	2027
	583 Therapy	\$ 6,560.85	2027
	Mini-Mall	\$ 7,967.76	2032
	Lake Region Corporation	\$ 6,269.85	2029
		\$ 101,295.20	
Multi-Family			
,	Klemestrud - 3	\$ 18,716.74	2031
	Tri-Klem 9	\$ 2,192.08	2024
	Klemetsrud - Elkhorn	\$ 5,161.65	2025
		\$ 26,070.47	
		TOTAL = \$ 127,365.67	

12 SCHWAN AVE NW BEVILS LAKE CITY Parcel Viewer				-REPLAT LESS OUTLOT-#39-0014	180000031 AUTHORITY	39040500004031
				-LOT I, PASTA ACRES SUB BLK 2	BUHDEN	
					DEWISSEAKE	
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## OPERATING AGREEMENT BETWEEN THE CITY OF DEVILS LAKE, FORWARD DEVILS LAKE, AND THE CITY OF DEVILS LAKE JOBS DEVELOPMENT AUTHORITY

- 1. This Agreement is made between the City of Devils Lake (the "City") and Forward Devils Lake ("FDL"), a North Dakota non-profit corporation, and the City of Devils Lake Jobs Development Authority ("JDA"). The City, FDL, and JDA are collectively referred to as the "Parties."
- 2. Allocation of Funds. The City shall continue to allocate a portion of its mill levy to the JDA.
  - a. The JDA shall remit the mill levy allocation to FDL, minus an administrative fee determined by the City Commission.
  - b. The City Commission shall continue to remit a portion of sales tax revenue to FDL each year, in an amount determined during the City's annual budget process.
- 3. *Office Space*. The JDA shall continue to allow FDL to occupy office space at Devils Lake City Hall for \$1.00 per year.
- 4. *Authority of FDL*. The JDA appoints the FDL Board of Directors to serve as an executive committee with authority to:
  - a. Approve applications for programs within financing limits set by the JDA;
  - b. Approve JDA's list of bills;
  - c. Expend up to \$10,000 from the Growth Fund for due diligence and research; and
  - d. Assess, research, and make recommendations to the JDA Board.
- 5. Limitation of Authority. Nothing herein presumes any authority of the JDA Board over FDL.
- 6. Reporting and Records. FDL shall provide quarterly reports to the JDA detailing its activities, expenditures, and progress on approved programs. FDL shall maintain detailed financial records related to funds received under this Agreement. Such records shall be available for inspection by the JDA upon reasonable notice.
- 7. *Term and Termination*. This Agreement shall commence on the Effective Date and may not be modified or cancelled unless by written agreement between the parties.
- 8. Governing Law. This Agreement is governed by the laws of North Dakota.

FORWARD DEVILS LAKE		
By:		
Date:		
CITY OF DEVILS LAKE		
By:		
Date:		
DEVILS LAKE JOBS DEVEL	OPMENT AUTHORITY	
By:		
Date:		

9. *Merger Clause*. This Agreement contains the entire understanding between the parties and supersedes any prior agreements.

Forward Devils Lake Corporation End of Year - Growth Fund Financial Transactions December 2023 & Transactions Received late 23 and early 24 for 2023

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Growth Fund		1,253.00	5,285.00	3,528.43	10,066.43			20,000:00	3,000.00	7 669 87	20.000,2	3,016.47	1,480.33	 11 40	No. 94+1-80-					
Purpose/Acc't		Career Builder	Interest Buydown \$	Interest Buydown \$	\$			- S.	Training Fund	Interest Buydown \$			career builder \$	\$						
Address	ND Hairoscita Commentation	^ I <sup>−</sup>	-,-	PO Box 5509, Bismarck ND 58506-5509	sub total		PO Box 6E1 Beril Holomore 20	ACCOUNTS LANE, INC. 30301		PO Box 5509, Bismarck ND 58506-5509	PO Box 5509, Bismarck ND 58506-5509	ND University System Attn Brenda 7 600 F Blyd Ave Deat 2 Birmara's Eggne	Sub total							
Vendor Transactions to be Reimbursed	NDUS Career Builders payment	T				Transactions to be Approved	North-Central-Planniage-Gauscil	T				NDUS Career Builders payment								
Date	12/11/2023	12/5/2023	12/5/2023				12/8/2023	12/21/2023	17/78/7033	12/20/2023	12/28/2023	1/8/2024								

#### Minutes of the Devils Lake City Commission January 2, 2024

The regular meeting of the Devils Lake City Commission was held on January 2, 2024 with the following members present: President Moe, Jason Pierce, Dale Robbins, and Shane Hamre.

Commissioner Hamre moved to approve the minutes of the regular Commission meeting held on December 18, 2023. The motion was seconded by Commissioner Robbins, and the motion carried unanimously.

Devils Lake Park District – Release of Obligated Funds – Kale Stromme, Christy Remmick, and Dennis Nybo gave an update on Dockside Entertainment. Christy went through the progress that has/is happening, when they plan to open their doors, and mentioned that the rates and fees will be on the website soon. The City Administrator recommended the release of funds in the amount of \$250,000 Quality of Life Investment. Commissioner Pierce made a motion to release the funds in the amount of \$250,000. Commissioner Robbins seconded the motion. The motion carried unanimously on a roll call vote.

Commissioner Hach – The City Engineer communicated that there is not an update for the Sanitation Department. The City Assessor communicated that the primary residence tax credit is open and can only be filled out online. He also mentioned that he sent out homestead tax credit letters and that is also open.

Commissioner Hamre - The City Engineer communicated that the Utility Department will be working on service line inventories.

Commissioner Robbins – The City Engineer communicated that there is not an update for the Street Department or the Engineering Department.

Commissioner Pierce – The Fire Chief communicated that the Fire Department is on track for the fishing derby. They are also working on their year-end report and will get that to the Commission once complete.

The Police Chief communicated that the Police Department just had 3 life saving events, in which the officers are awarded for.

The City Administrator communicated that the December 2023 finance report will be given in February 2024. He also mentioned that he will have investment reports at the next meeting.

The City Attorney communicated that he is working on the JPA and JDA agreements. He also mentioned that they are moving forward with the junk ordinance.

Line of Credit – Airport Authority – The City Administrator communicated that there is a large amount due in vendor payments that are related to the apron/taxiway project and terminal expansion to be paid. It is recommended that the City approve and extend the line of credit net of financial resources incorporated with the City to \$6,000,000.00 so the City can remit payment to those vendors. In addition, it is also recommended that the City levy a 3% interest charge per day on this revolving line of credit moving forward, until the last reimbursement from the federal government for the terminal expansion and apron/taxiway project are received or by action of the City Commission. Commissioner Robbins made a motion to approve the recommendations. Commissioner Pierce seconded the motion. Commissioner Hamre recused himself. The motion carried unanimously on a roll call vote.

2<sup>nd</sup> Reading – Ordinance #993 Franchise Agreement Renewal with Montana Dakota Electric Utilities – Commissioner Hamre recused himself. Commissioner Robbins made a motion to approve the 2<sup>nd</sup> Reading of Ordinance #993. Commissioner Pierce seconded the motion, and the motion carried unanimously.

Adjustment to Rates and Fees – Sanitation Compactor Rates – The City Administrator communicated that there was an oversight in the recommendation to adjust the inert landfill compactor rate. Normally the inert landfill compactor rate is 2x the normal per cubic yard charge for inert waste (\$8 in 2024). The recommendation is to adjust the inert landfill compactor from \$14 to \$16 per cubic yard. Commissioner Pierce made a motion to approve the recommendation. Commissioner Hamre seconded the motion. The motion carried unanimously on a roll call vote.

Law Enforcement Center Deed – The City Attorney communicated that there are four deeds that need to be executed to transfer the property to the LEC. With that, there will be a new joint powers agreement. The only updates to the deeds will be the date. He is working with the County chairman on execution of the deeds. The City and the County have to sign the same deed, so they are coordinating signatures. Commissioner Hamre made a motion to approve law enforcement center deeds. Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote.

Assistant Engineer Grade and Step Adjustment – The City Engineer communicated that a review of all city positions is scheduled for 2024, however recent information prompted him to request the City human resource consultant

to review the grade associated with the Assistant City Engineer. He communicated that the Assistant City Engineer position was created in 2019 after the employee passed his professional engineer exam and became a licensed engineer. This position was previously a Grade 13 non-exempt (hourly) position. He communicated that the current Assistant City Engineer is an extremely talented and dedicated employee with a diverse skill set that serves the City very well. The talent and work ethic that he brings has allowed the City Engineering Department to average over \$2 million in construction projects that last five years and generated approximately \$350,000 annually for the general fund. After talking to the City's human resource consultant, pay for Engineers with similar experience in our area averages \$105,000 per year. With a goal of being near 95% of market, the pay should be \$99,750 per year. It is recommended that the City Commission adjust the pay grade of the assistant city engineer position to a Grade 16/18 and adjust the pay for the current Assistant City Engineer from the current 15L (\$7,437/month) to and 18H (\$8,183/month) effective January 1st. The employee will also be eligible for a step increase in July as outlined in the City policy manual. Commissioner Robbins made a motion to approve the recommendation. Commissioner Hamre seconded the motion. The motion carried unanimously on a roll call vote.

Designate Depositor for City Funds – The City Administrator communicated that NDCC 21-04-13 states that the City governing body, at a regular meeting in January of each even-numbered year, shall designate depositories of public funds which meet the pledge of security requirements. The current designated depositor of City funds is Bremer Bank in Devils Lake. The recommendation is the City maintain its banking relationship with Bremer Bank. Commissioner Pierce made a motion to approve the recommendation. Commissioner Robbins seconded the motion, and the motion carried unanimously.

Pay Estimate #5 – City Project 230201 Watermain Replacement 28-23 & 29-23 – The City Engineer communicated that this pay estimate is for \$17,071.20 paid to Kemper Construction. Commissioner Hamre made a motion to approve pay estimate #5. Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote.

Commissioner Robbins moved to approve the list of bills as submitted, holding Scott Cruse until approved at the next Commission Meeting. The motion was seconded by Commissioner Hamre. The motion carried unanimously on a roll call vote.

SPENCER HALVORSON
CITY ADMINISTRATOR/AUDITOR

JIM MOE PRESIDENT OF CITY COMMISSION

The Dakota Manufacturing Extension Partnership Inc.



People • Purpose • Process • Performance

Invoice

Customer Numb **FORWARD** 

Date 12/21/2023

Invoice Number SI-14305

1929 N Washington St., Suite M

Bismarck, ND 58501

Phone: (701)354-0979 Fax: (701)354-0991

Forward Devils Lake ND

c/o Brad Barth PO Box 1048

Devils Lake, ND 58301

United States

Ship To:

Forward Devils Lake ND

c/o Brad Barth PO Box 1048

Devils Lake, ND 58301

United States

Ship Via

Bill To:

Terms

Due Date 1/21/2024 Salesperson

Customer PO

Original Order Number

Check

B/O

0

Description

Item No

Qty

Ship

Forward Devils Lake Portion Of Cost Share For Summers Manufacturing Business Excellence Optimizing The Organization "Take It To Ten" Strategy

Project

Tax Sales Price

Total

3,000,00 No 0% 3.000.00

Subtotal: Freight:

3,000.00

Other:

Total:

0.00 0.00

0.00 % Sales Tax 1:

0.00

0.00 % Sales Tax 2:

0.00 3,000.00

0.00

Initial Payment:

Thank You

Payment Method:

Check #:

Page 1

Amount Due: 3,000.00



December 28, 2023

FORWARD DEVILS LAKE CORPORATION PO BOX 1048 DEVILS LAKE, ND 58301-1048

RE: KLEMETSRUD LLP #2 Acct #: 32021902

TOTAL AMOUNT DUE:

\$2,669.82

#### Please remit payment to:

Bank of North Dakota Attention: Trust 1200 Memorial Hwy PO Box 5509 Bismarck, ND 58506-5509

#### FUNDS MUST BE RECEIVED BY 1/28/2024

If you have any questions, please contact us at (701) 328-5612.

Thank you,

BANK OF NORTH DAKOTA

Gave to Spencer for Payment 1/3/24

> Received



December 28, 2023

FORWARD DEVILS LAKE CORPORATION PO BOX 1048 DEVILS LAKE, ND 58301-1048

RE: MJ RENTALS LLC Acct #: 32043500

TOTAL AMOUNT DUE:

\$3,016.47

#### Please remit payment to:

Bank of North Dakota Attention: Trust 1200 Memorial Hwy PO Box 5509 Bismarck, ND 58506-5509

#### FUNDS MUST BE RECEIVED BY 1/28/2024

If you have any questions, please contact us at (701) 328-5612.

Thank you,

BANK OF NORTH DAKOTA

Cave to Soncei for Payment 1/3/24



600 E Boulevard Ave Dept 215 Bismarck ND 58505

DATE:

January 8, 2024

INVOICE #:

Spring 2024

FOR:

NDCB - Scholarship

**Private Sector Matching Funds** 

Bill To:

Forward Devils Lake/City of Devils Lake

Attn: Brad Barth

Melissa Bass (70% o

Remit Checks To:

North Dakota University System Attn: Brenda Zastoupil 600 E Blvd Ave, Dept. 21 Bismarck ND 58505

Please include invoice with p	ayment.	
ND Career Builders Scholarship Private Sector Matching Funds		AMOUNT
ssa Bass (70% of match)	\$	1,480.33
<del>,</del>	\$	1,480,33

Glanto Spancer 1/8/24 for payment for 20x20 program
Melissa Bass-Joyta/Beginnings CC center
Due As soon as possible Check to Above



January 5<sup>th</sup>, 2024

Spencer Halvorson

City Administrator

423 6th St. NE

Devils Lake, ND 58301

As director of the Lake Region Heritage Center, I would like to formally request funds for the 1st quarter of 2024. We are thrilled that the Lake Region Arts Center is opening soon, and we are excited to continue our mission of serving the community. The enthusiasm it is generating is incredible! Thank you for your continued support!

With sincerest appreciation,

Lisa Crosby, Director

Lake Region Heritage Center

502 4<sup>th</sup> St. NE

PO Box 245

Devils Lake, ND 58301

701-662-3701

## Please consider investing in our community for present and future generations!

# Donation Levels

for 5 years upfront donation Includes a 4x8 sign \$50,000.00 Diamond

\$30,000.00 Platinum

for 5 years upfront donation Includes a 4x8 sign

Includes 4x4 sign for 5 years \$10,000.00 Gold

Includes 4x4 sign for 5 years \$5,000.00 Silver

\$2,000.00 Bronze

**Additional Areas of Sponsorship** Recognition on the board of donors

# Inside Arena

\$40,000.00

\$50,000.00, 6 available **Bleachers 1-section** 

Announcer Stand \$15,000.00

Meeting Room \$15,000.00, 2 available

**Comfort Station** \$15,000.00

**Panel Sections** \$15,000.00

**Overhead Door** 

Small Door \$6,000.00

\$12,000.00

# Ramsey County Fair Foundation **Board Members**

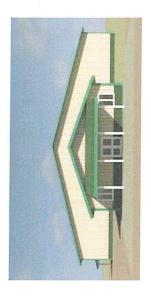
Margaret Kvalevog **Alvina Ebensteiner Andrew Everson** Matthew Olson Elizabeth Black Paul Becker

everaging federal dollars and raising funds from individuals public-private partnership by and corporations to support Foundation has created a The Ramsey County Fair this project.

# Mission Statement:

providing quality family-driven region's workforce recruitment with a desire to provide more continued illumination of the programming and events for opportunities and events for Foundation is committed to the residents of the Ramsey and retention needs. Along The Ramsey County Fair County area. With the ocal families.

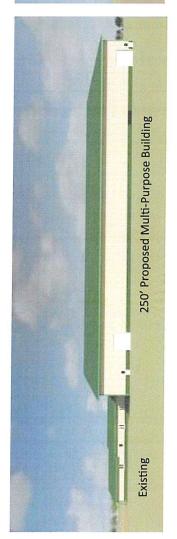
## Fair Foundation's Ramsey County Multi-Purpose **Event Center**

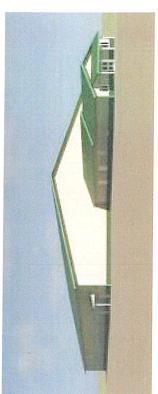


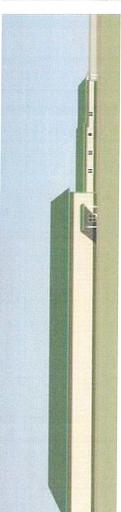
## **All-Seasons Multi-Purpose Event Center will:**

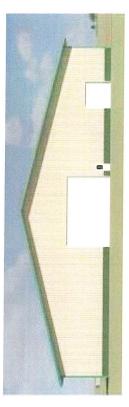
- Focus on providing space for new, growing and existing events and programs.
- Generate future events for the community.
- Enhance Rental space needs for the community.
- serving as an additional event Create economic potential by center.
- development activities through multiple opportunities Foster positive youth

# **Proposed Facility**









**Equestrian Events** 

4-H Achievement Days/Horse Show 4-H Shooting Sports 4-H Livestock Expo **Therapeutic Riding** Paint Ball Activities Livestock Events ATV Training Axe Throwing 4-H Archery 4-H Events **Nerf Wars** 

Farm Expo/Show

**Gymnastics** 

Farm Equipment/Household Auction Sales WOW (Wild Outdoor Women) Activities Equine Assisted Therapy Events-EFPL Community Entertainment-Bands, Lake Region Anglers Search and Wedding Dances & Receptions Lake Region Bowman (Archery) Sarrel Racing Jackpots Concerts, Movies Rescue Trainings Family Reunions Roping Jackpots **Birthday Parties** Anniversaries CPR Certification Courses Motorcycle Shows/Rallies RV/Boat/Fishing Shows Livestock Auction Sales **Devils Runs Events** Graduation parties

Vendor Shows **Blood Drives** 

Art Shows Funerals

Rodeos

BBQ Cook-offs/Contests Antique Tractor Shows

# Mail Donations To:

Ramsey County Fair Foundation Devils Lake ND 58301 8845 48th St NE

Ramsey County Fair Foundation donations are tax deductible is a 501 c 3, therefore, all



## MURGULL

For your contribution to the Ramsey County Fair Foundation and their efforts to build a multi-purpose community facility.

A. Ronald and Bonny Loraas Aanstad Farm Aaron and Marlys Newcomb Ag Country Farm Credit Alvina and Allen Ebensteiner

American Online Giving

**Foundation** 

Amy and Cory Everson

**Ann Schemionek** 

Armen and Connie Hanson
Arthur and Carol Rohr

Arvin and Gay Carlson

**Bayview Resort LLC** 

Bergstrom Electric INC

Bert's Deep Rock

Betty Petska
Brenda and Gerald

Brenda and Gerald Kenner Byron and Jessica Rohr

Cara Ness-Hochgraber

Cary and Shelly Ericksson
Charlotte Burt Family Cousins

CHS

Citizen State Bank of Lankin

Corry and Kristen Kenner

Cory and Carla McKelvey
Cory and Paula Anderson

**Cross Roads Coffee and** 

Expresso

**Curtis and Susan Kukert** 

**Dakota Implement** 

**Danielle and Joey Hawn** 

**Darren Wilcox** 

**David and Katherine Sobolik** 

**Dean and Nancy Klein** 

**Deborah and Brad Eback** 

**Devils Lake Areo Service Inc** 

**Devils Lake Basin Joint Board** 

**Devils Lake Cars** 

**Devils Lake Tourism** 

**DL Construction** 

**Donavan and Marca Foughty** 

Drs Moen, Enderle, Krien

**Dukes Car Wash** 

**DVL Insurance Agency** 

Ellen and Pete Hager

Francis and Kim Leiphon

Frank Fritel

**Garrison Diverson Conservancy** 

District

**H & H Coating Inc** 

H Lee and Kim Konzak-Jones

Harris and Dianne Saele

**Helen Weed** 

**IF LaFluer and Sons** 

**Jacob Roemmich** 

Jason and Suzanne Kenner

**Jason Mitchell Outdoors** 

**Jason Schall** 

Jeff and Joann Kitchens

Jerome Wholesale

Jill Dalziel

Jim and Luann Schiele

JoAnn Hahn

**Johnson Family Dentistry PC** 

Joseph and Cecilia Kraft

Kathleen Volk

Kathy and John Martin

Kathy Lovseth

Kendra and John Stinkeoway

Kenneth and Jan Deplazes

**Kent and Penny Rohrer** 

**Kory and Colette Boehmer** 

Larry and Tamera Elshaugh

**Larry Knoke** 

**Laurel and Paul Goulding** 

**Leading Edge Equipment** 

Lee and Diane Calderwood

**Leevers Foods INC** 

**Lisa and Shae Tofte** 

Lori and David Kosmatka

Lvnn or Lois Garske

Marco and Julie Tollefson

Marsha and Jim Sampson

Matthew and Dr. Stephanie

Foughty

Matthew and Sharlene Olson

Mike and Sherry Boehmer

Myrna Peterson Family

**Neomi and Scott Hammand** 

North Dakota Game and Fish North Star Community Credit

Union

**Northern Plains Electric Coop** 

**Otter Tail Power Company** 

Pat and Kim Belzer

**Paul and Kristy Tronson** 

Peggy and Randy Dahlen

Perry and Denise Garske

**Peterson Woods LLC** 

**Pop's Package Store** 

**Ramsey County Commission** 

**Ramsey County Farmers Union** 

**Ramsey County Shooting Sports** 

Ramsey Riders 4-H Club

RD and Isabelle McBane

Richard and Paulette Frith

Richard and Sandra Knoke

Richard Lybeck

**Robert and Veronica Sailor** 

Roy and Pam Kenner

**Ruth Anderson** 

**Rykk and Peggy Nicholls** 

Sandra and Thomas Maloney

Schwan Wholesale

Sharon L Johnson

**Sheryl Anderson** 

Sibyl Dannenberg

Stacy and Darin MacDonald

Steve and Dawn Nielson

Stones Mobile Radio INC

Stubbe Farms

**Terry and Tami Paine** 

Thompson's Devils Lake Glass

and Paint

Tim and Jan Kurtz

**Tim and Tammy Rutten** 

**Tom and Carol Donnelly** 

Western State Bank & Western

**Equipment Finance** 

XI TAU Sorority

undation
5
Fair
County
/ Ramsey Co
air Board / Ran
2

						7	Actual						Projected		
		F		L			l			ŀ		Year 1	Year 2	Year 3	
Year	2017		2018		2019	7	2020	2021	2022		2023	Dec - Nov	Dec - Nov	Dec - Nov	
Building & Garage	\$ 515,000		515,000	\$	515,000	S	515,000 \$	\$ 515.000	\$ 515.000		515 000	\$ 3 515 000	3 515 000		8
Arena	\$ 34,800	ۍ 0	34,800	⋄	34,800	•		\$ 34,800	٠ ٧٠	800	•	34.800	34 800	34 800	3 8
Furniture & Fixtures			15,000		15,000	s			٠,						200
Land			96,000		96,000	ş			-		96,000				000
lotal Assets			660,800		660,800	v,		\$ 660,800	_		_	3,6	3.6	3,6	008
Building Loan			161,273	s	117,701	v,	96,168 \$	\$ 65,662	\$ 43,749						000
Total Liabilities			161,273	۰,	117,701	Ş	96,168 \$	\$ 65,662							000
IVEC WORTH	5 467,191	-	499,527	S	543,099	S	564,632 \$	5 595,138	\$ 617,051	_	640,800	\$ 3,640,800	2,	ĸĩ	800
Profit & Loss															
Interest			77	δ.	89	٠,			₩	127 \$	110	\$ 113.30	\$ 117		120
Kamsey County	\$ 54,000	۰ <del>۱</del>	58,000	δ.	58,400	₩.		_	٠ •		_	\$ 68,654	\$ 70,713	\$ 72,835	835
Olodrop & Grants (Bossins)	′,		5,625	s ·	4,075	s.	5,175 \$	9,490		9,840 \$	7,570	\$ 24,000	\$ 24,720		462
Fetimated Commitments	ı ب	'n	,	s	4,358	v,	1,060 \$	,	\$ 57,380	\$ 08	1,336,360				
Grants in Process												\$ 150,000	\$ 150,000	\$ 150,000	000
Other	٠	٠,	•	٠,	,	•	,	1 388		1 897		000'05/ 4			
Loan Proceeds	٠,	· so	•	٠ ده	,	· •		7,300	), }						
Gross Revenues	\$ 61,839		63,702	45	66.901	. •	2	72.920		74	1 410 694	000,007	346 660		
Operating Expenses									<b>.</b>		1000011		DCC,CP2 &	\$ 248,415	410
Utilities	\$ 6,275		6,590	s	6,469	٠	6.821	6.453	2 7.4	7 418 \$	7 399	31 500	٥٧٢ دد ۶		
Achievement Days	\$ 6,003	\$	7,016	⋄	6,570	٠٠,		\$ 7.070	· 40	8 798	10.236	3 300	2 200	\$ 22,913	5 501
Improvements & Repair	\$ 5,079		545	٠,	7,641	\$			٠ ٧٨	6,721 \$	1,742				t or
Tractor Lease										ν,	2,500	\$ 28,000	\$ 28.840	\$ 29.705	705
Wages	986'E \$	÷ ·	3,615	s,	2,780	\$				3,704 \$	3,724				}
Advertising	\$ 1,214		1,539	\$	1,561	s,	919 \$	1,327		1,496 \$	2,689	\$ 2.770	\$ 2.853		2.938
Insurance			5,394	s	5,326	s,		\$ 5,174	s	5,297 \$	5,699	\$ 5,870	\$ 6,046	\$ 6.2	6,227
Dues			110	s	10	s	80	10		220 \$	8				87
Pizza Day & Steak Fry's			728	s	199	S.	,			3,313 \$	3,279	m	'n		3.583
Snow Removal	\$ 190		280	s	1,072	s	332 \$	93		1,238 \$	2,370				2.590
Convention Expenses	, s	v>	664	s	892	\$	1	1		<u>۰</u>	,	•			,
New building expense										s	12,000	•		•	
Other G& A	5 1,444	<u>4</u>	1,538	s	2,130	s	1,673 \$	3 1,420	٠,	4,890 \$	4,718	\$ 4,860	\$ 5,005		5.155
Total Expenses	\$ 29,593		28,019	s	35,113	s).	43,970 \$	\$ 28,276		94 \$	56,436	17	\$ 74,469		703
Net Income	\$ 32,246	\$	35,683	⋄	31,788	\$	23,338 \$	\$ 44,644	\$ 89,682	\$ \$	1,354,258	\$ 1.620.467	171 081	Ī	713
Cash on hand 12/1	\$ 28,563	33	28,477	ş	20.589	J.	30.843 \$	33 676	\$ 46.406	y y					
Net Income	\$ 32,246	_	35,683	s	31.788	s	+-				ſ				515
CFADS 11/30	\$ 60,809	-	64,160	_	52,376	s	54.181 \$		\$ 136.088	+			270,001	۰۰	915
Building Payment	\$ 32,336	\$ 9	43.571	s	21 533		٠			-				n (	7 2
New Building Construction				_	Ì	<u>.</u>	2	2000	<b>)</b>	<u>}</u>	20,007	3.5		40,000	3
Excess (Deficit)	\$ 28,473	3	20,589	٠,	30,843	₩.	23,676 \$	\$ 46,406	\$ 114,213	13	1,448,471	\$ 48.938	\$ 180.019	\$ 311 732	732
DSCR	1.88	88	1.47		2.43		1.78							(TT)	2 20
Assumptions for projections - Project	- Projected rept and ex	Sociation	to bosed of	2	Land in the state of	4 100	Constitution of			1			2010		

Assumptions for projections - Projected rent and expenses are based off similar building P&L for new facility plus existing building. Achievement days no longer needs tent expense so reduced by \$3,000.00. Projected revenue and expenses increase 3% YOY. Existing building paid off year one. New loan starts year two. Estimated commitments are Business & Individual donations as well as interior areas that can be "purchased to name". Grants in progress include Otto Bremer \$500,000 and Request from City \$250,000.

City of Devils Lake 423 6th St NE PO Box 1048 Devils Lake, ND 58301 www.dvlnd.com



Spencer Halvorson
City Administrator/Auditor

(701) 662-7600 ext: 222 spencerh@dvInd.com

November 29, 2023

Brad Barth, Executive Director Forward Devils Lake 423 6<sup>th</sup> St NE Devils Lake, ND 58301

RE: Notice of Intent to Terminate Agreement

Mr. Barth,

Please consider this letter formal notification that the City intends to terminate the agreement with Forward Devils Lake related to its function as the Jobs Development Authority (attached). At their December 18<sup>th</sup> meeting, the City Commission will consider a resolution to establish a Jobs Development Authority. Should it be approved, this would relinquish Forward Devils Lake from this responsibility starting January 1, 2024.

Both the Forward Devils Lake Board of Directors and City Commission have had preliminary discussions regarding the relationship between the two organizations as it relates to economic development in the Lake Region. Both organizations have informally agreed to pursue further due diligence on reforming our Jobs Development Authority practices where Forward Devils Lake will still play an active part with recommendation and limited approval authority.

Specifics pertaining to responsibility of each organization are still to be worked on and this letter – in conjunction with conversations between City and Forward Devils Lake leadership the past two months – serves as official notice of our intent to terminate our existing agreement. The City looks forward to our collaborative work together in establishing future lines of Jobs Development Authority related responsibilities in the month ahead.

Singerely,

Spencer Halvorson

City Administrator/Auditor

#### **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2017, by and between the City of Devils Lake, municipal corporation, which has an address of 423 - 6<sup>th</sup> St. N.E., P.O. Box 1048, Devils Lake, ND 58301-1048, hereinafter called, "City," party of the first part, and Forward Devils Lake Corporation, a North Dakota nonprofit corporation, which has an address of P.O. Box 879, Devils Lake, ND 58301-0879, hereinafter called, "Forward Devils Lake," party of the second part;

#### WITNESSETH:

WHEREAS, under Article 10, Section 10 of the North Dakota Constitution, political subdivisions are prohibited from giving its credit or making donations to private individuals except (1) through an industry, enterprise, or business authorized by state law; or (2) for reasonable support of the poor, as authorized by state law; and

WHEREAS, Chapter 40-57.4, N.D.C.C. allows political subdivisions, such as the City, to create a job development authority; and

WHEREAS, the City does not have a job development authority; and

WHEREAS, if a city does not have a job development authority, the function of the job development authority can be done by the City contracting with an industrial development organization, pursuant to section 40-57.4-04, N.D.C.C.; and

WHEREAS, Forward Devils Lake is an industrial development organization as described in chapter 40-57.4, N.D.C.C.; and

WHEREAS, this agreement is a contract in which Forward Devils Lake performs the function of a city job development authority on behalf of the City; and

WHEREAS, the City has agreed to contribute up to 4 mills on an annual basis to Forward Devils Lake to partially fund Forward Devils Lake; and

WHEREAS, the up to 4 mills does not exceed the limitation in section 57-15-10(28), N.D.C.C.; and

WHEREAS, under the terms and provisions of the City Charter and the ordinances of the City of Devils Lake, the City does remit city sales tax dollars to a growth fund, and from that growth fund, \$50,000 is paid by the City to Forward Devils Lake on an annual

basis; and

WHEREAS, the parties do wish to reduce to writing their understanding of the terms and conditions of this agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

- 1. It is intended that the term of this agreement shall be annual, commencing January 1 of each year, and terminating on December 31 of each year. Unless either party provides to the other notice of its intent to terminate this agreement, this agreement will continue to renew each year. Written notice of the termination must be given no later than thirty (30) days prior to when the agreement automatically renews.
- 2. The City agrees to make the payments to Forward Devils Lake on a semiannual basis, which payments shall each be made at the beginning of each six-month period, which is January and July of each term. The payments from the 4 mills shall be used by Forward Devils Lake to perform the function of a city job development authority on behalf of the City. The purposes to be carried out by the payments from the 4 mills will be those separate from the \$50,000 which the City will fund from the growth fund to Forward Devils Lake.
- 3. The \$50,000 installments shall be paid by the City to Forward Devils Lake on a monthly basis at the beginning of each month following the collection period at a rate determined by the City Auditor. This amount shall not exceed \$50,000 for one year, unless approved by the City Commission. The \$50,000 shall be used by Forward Devils Lake to be paid for normal administrative expenses associated with Forward Devils Lake.
- 4. These funds have been paid by the City to Forward Devils Lake in an effort to promote and encourage economic development for the City of Devils Lake, which development is to include the expansion of existing businesses and enterprises of a commercial, agricultural or industrial nature that would be economically beneficial to the City and compatible with the area in which they are or will be located. For these purposes, Forward Devils Lake has employed the services of a full-time executive director. The funds paid by the City to Forward Devils Lake are intended to assist in the payment of the employment of the full-time executive director. In addition, those funds paid by the City to Forward Devils Lake are to allow Forward Devils Lake and its executive director to perform the following specific services on behalf of the City:
  - a. To actively seek out and encourage the location in the City of new businesses and enterprises engaged in commercial, agricultural and

- industrial activities, and any businesses and enterprises engaged in research and development related to such services and products.
- b. Assist in the expansion and further development of any commercial, agricultural or industrial businesses and enterprises presently located in the City.
- c. Research, analyze and assemble such information concerning the areas' physical, economic, cultural, governmental and social characteristics as would be useful in promoting such economic expansion and development.
- d. Provide information concerning the availability of federal, state and local government services and programs that are designed to assist in such economic expansion and development.
- e. Perform such other services related to economic development as the City may authorize under this agreement.
- 5. The City will provide Forward Devils Lake with office space in the city offices for the purposes set forth in this Agreement. Forward Devils Lake will pay \$1.00 each year in rent.
- 6. Forward Devils Lake agrees to provide to the City any information the City requests, and Forward Devils Lake further agrees that the executive director will attend any meetings of the Devils Lake City Commission when requested by the City. Forward Devils Lake further agrees to provide the City with a report as to how the funds which the City has given to Forward Devils Lake are being spent, and further, to advise and keep the City abreast of the progress of Forward Devils Lake in the area of community development and how Forward Devils Lake is carrying out the terms and provisions of this agreement.
- 7. Forward Devils Lake will prepare and recommend to the City an economic development program designed to accomplish the purposes set forth in this agreement. The program will include a detailed statement of the manner and method whereby said purposes shall be accomplished, the personnel to be involved and such other information as Forward Devils Lake and the City deem appropriate. The program will include an annual budget to finance the program. Forward Devils Lake may, from time to time, recommend changes in the program, which changes shall be subject to the approval of the City before they shall become effective.

- 8. The proposed development program and budget shall be approved by the parties to this agreement. Forward Devils Lake shall be responsible for implementing the program according to its terms. Forward Devils Lake shall employ qualified staff to carry out the program, and Forward Devils Lake shall enter into such other contracts for supplies and materials as may be necessary; however, the City shall have no obligation under any of those contracts, unless the City does specifically execute any of the said contracts.
- 9. Forward Devils Lake shall keep and maintain adequate records of the services performed and expenses incurred in carrying out the program. The City shall have the right to examine such records at all reasonable times. Forward Devils Lake agrees to submit monthly reports which shall include, but not be limited to, covering the activities of Forward Devils Lake during the preceding month.

The City shall retain exclusive control of the expenditure of the public funds to carry out the purposes of this agreement, and the City shall not be liable for any expenditure of funds not approved by the City by action of the City Commission.

- 10. At the request of the City, Forward Devils Lake shall submit appropriate vouchers or requests as determined by the City Auditor in order to receive the payments under this agreement. Those vouchers or requests shall be on such forms and contain such detail as may be required by the City Auditor, and shall be processed and paid by the City in the same manner similar vouchers and requests are processed and paid. It is expressly understood that the City is obligated to pay Forward Devils Lake only, and that the City shall not be obligated to pay anyone else for any expenses incurred by Forward Devils Lake in carrying out the terms of this agreement.
- 11. The City agrees that it will make available to Forward Devils Lake, through the City Auditor's office, such public information as may be available and pertinent to the advertising, promotion and execution of this program, as provided in this agreement. Further, Forward Devils Lake does agree to make available any public information which is required by North Dakota law to be available to the public for inspection.
- 12. Forward Devils Lake is deemed an independent contractor and any and all officers and employees of Forward Devils Lake while engaged in the performance of any work or services required by this agreement shall be considered officers and employees of Forward Devils Lake only, and not of the City, and any and all claims that may arise under the Workers Compensation Act of North Dakota and on behalf of said officers and employees of Forward Devils Lake as a consequence of any act or omission on the part of Forward Devils Lake and any of its officers, employees and agents while engaged in any work or services under this agreement, will be the sole obligation and responsibility of

#### Forward Devils Lake.

. .

- 13. Forward Devils Lake agrees to indemnify, defend, save and hold harmless the City and all of its officers, agents and employees of and from any and all claims, demands, action or causes of action of whatsoever nature and character arising out of or by reason of the execution or performance of work or services provided herein and further agrees to defend the whole cost and expense of the City, including attorney's fees, in any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.
- 14. It is expressly understood that Forward Devils Lake and its officers, employees or agents are not authorized and shall not represent themselves as being authorized to enter into any contracts on behalf of or otherwise obligate the City to any person, corporation, partnership or association for the expenditure of any funds, the undertaking of any public improvements, or the granting of any favor or special treatment of any nature whatsoever. Subject to the foregoing and the terms of the economic development program approved by the City, Forward Devils Lake and its officers, employees and agents shall endeavor to encourage economic development by promoting the advantages that the City has to offer including, but not limited to, the advantages of transportation facilities, consumer market, industrial and commercial opportunities, labor resources, availability of housing government planning and zoning, and public utility services, facilities and rates.
- 15. Any party to this agreement may cancel it at any time with or without cause upon giving ninety (90) days written notice of such cancellation to the other party. If this agreement is cancelled under this provision, the City shall reimburse Forward Devils Lake according to the terms hereof to the date of such cancellation.
- 16. This 90-day right of cancellation is intended not to conflict with the 30-day notice of the right to automatically renew this agreement. It is anticipated that the agreement will be automatically renewed on an annual basis, unless notification is given by either party thirty (30) days prior to when the agreement automatically renews, but during each one-year term, either party may terminate the agreement by providing ninety (90) days written notice of its intention to so terminate this agreement.

IN WITNESS WHEREOF, the parties have caused the agreement to be executed the day and year first above written.

CITY OF DEVILS LAKE, Party of the First Part

By:

Richard Johnson, President
Devils Lake City Commission

ATTESTED TO:

By:

Linda Lybeck, City Auditor

FORWARD DEVILS LAKE
CORPORATION, Party of the Second Part

President

Secretary

Its:

Its:



#### **STAFF REPORT**

#### City Commission - Jan 16, 2024

**Agenda Item:** Resolution – New Single Family Dwelling Construction

Property Tax Exemption

**Submitted By:** Rob Johnson, City Assessor

**Staff Recommended Action:** Review resolution and take action as determined by

the Commission.

#### **BACKGROUND:**

I reviewed the City application form for a property tax exemption for new construction of single-family residential property. This review was conducted as I had not previously received an application for this program and did not know much about the program.

I researched the state statutes and local resolutions and have presented my findings and recommendations listed below.

#### **ANALYSIS AND FINDING OF FACTS:**

A resolution passed on January 6, 1997, by the Devils Lake City Commission was based on ND Century Code (NDCC) at that time, the key components of which were that municipalities had the authority to "exempt certain new dwelling units of up to \$75,000 of the true and full value of all new single family residential property, exclusive of the land on which it is situated, from taxation for the two (2) taxable years subsequent to the taxable year in which construction is begun if all of certain enumerated conditions are met."

In researching the corresponding NDCC 57-02-08(35), I found that it had been updated during the 2009 legislative session to increase the potential maximum tax benefit from \$75,000 of the true and full (T & F) value, to \$150,000 of the T & F value. The resolution presented to you reflects this increase in potential tax benefit as allowed by NDCC.

Of the other municipalities that I researched, only Mandan offers less than the \$150,000 benefit threshold, offering a maximum of \$75,000.

The 1997 resolution also stated that the application "must be filed with the City Assessor's Office not later than thirty (30) days after the commencement of construction." I have updated this on the proposed resolution to state, "must be filed with the City Assessor's Office not later than thirty (30) days after the completion of

construction." This statement is more consistent with the practices of the Assessor's Office.

The final change I made to this resolution from the 1997 version was to eliminate the statement, "Further, said resolution shall be reviewed on an annual basis by the Devils Lake City Commission." There is no requirement to review it annually and, in my research, I could not find where it has been reviewed since 1997.

It is important to note that once the Commission has passed the resolution the state guidelines state, "there can be no discretion on its part regarding who shall receive the exemption if the requirements set out in the statute and resolution are met."

I am including the 1997 resolution and the state guidelines for this tax exemption program for reference and informational purposes.

Please see the following calculations to further understand the tax benefit provided and the potential impacts of the exemption as well as the historical number of applications received. The effective tax rate used is 1.52%

Maximum		
Benefit	Value of Per	Value of
Amount	Year	Total
(T & F Value)	Exemption	Exemption
\$75,000	\$1,140	\$2,280
\$100,000	\$1,520	\$3,040
\$150,000	\$2,280	\$4,560

Year	Apps	Year	Apps
2023	0	2015	2
2022	0	2014	3
2021	0	2013	6
2020	2	2012	0
2019	4	2011	3
2018	0	2010	0
2017	3	2009	1
2016	1	2008	2

#### **RECOMMENDATION:**

I do not have a recommendation specific to what tax benefit to provide. The options for the Commission are: 1) no longer permit the tax exemption by nullifying the existing resolution; 2) leave the maximum benefit at \$75,000 of T & F value; 3) increase the maximum benefit to \$150,000 of T & F value as has been proposed in this resolution; or, 4) set the maximum benefit at an alternate amount less than \$150,000 of T & F value.

If the Commission wishes to continue to provide the exemption, it is my recommendation to approve the resolution with the proposed changes to the application deadline of not later than thirty days after completion of construction, and the removal of the statement requiring annual review by the Commission.

# RESOLUTION REGARDING RESIDENTIAL TAX EXEMPTION FOR CERTAIN NEW SINGLE FAMILY DWELLING CONSTRUCTION

Be it hereby resolved by the Board of City Commissioners of the City of Devils Lake, North Dakota:

WHEREAS, Section 57-02-08(35) (36) of the North Dakota Century Code provides authority for municipalities to exempt certain new dwelling units of up to \$75,000\\$150,000 of the true and full value of all new single family residential property, exclusive of the land on which it is situated, from taxation for the two (2) taxable years subsequent to the taxable year in which construction is begun if all of certain enumerated conditions are met; and

WHEREAS, Said authority is to be implemented by resolution of the Board of City Commissioners; and

WHEREAS, The City Commission has the authority to limit or impose conditions upon the exemptions pursuant to State Law; and

WHEREAS, The exemption is being offered as an incentive for construction of residential property in the City of Devils Lake.

NOW, THEREFORE, BE IT RESOLVED, By the Board of City Commissioners of the City of Devils Lake that new single family residential property and new condominium and townhouse residential property as defined in State Law providing the exemption shall be exempt from taxation for two (2) taxable years subsequent to the taxable year in which the construction is begun provided the following terms and conditions are met:

- 1. Special assessments and taxes on the property upon which the residence is situated are not delinquent.
- 2. The first owner after the builder resides on the property, or the builder still owns the property. For purposes of this subsection, "Builder" includes a person who builds that person's own residence.
- 3. The exemption from taxation shall not apply to land, but only upon the single-family residential building and the new condominium and townhouse residential building, up to \$75,000\\$150,000 of the true and full value of the new single family residential property or condominium and townhouse residential property.
- 4. No exemption shall be granted by the City of Devils Lake until the person seeking the residential tax exemption files an application for such exemption with the City Assessor's Office on a form to be supplied by the City Assessor's Office, which form must be filed with the City Assessor's Office not later than thirty (30) days after the commencement completion of

construction. Approval of all applications shall be acted upon by the Devils Lake City Comrnission.

5. This resolution shall be effective <u>January 16, 2024</u>, and continue until rescinded or amended by the Devils Lake City Commission. <del>Further, said resolution shall be reviewed on an annual basis by the Devils Lake City Commission.</del>

Dated this 16th day of January, 2024.

By:  Jim Moe, President  ATTEST:
ATTEST:

At a regular meeting of the Devils Lake City Commission held on the 6th day of January, 1997, Commissioner Johnson introduced the following resolution and moved for its adoption:

# RESOLUTION REGARDING RESIDENTIAL TAX EXEMPTION

Be it hereby resolved by the Board of City Commissioners of the City of Devils Lake, North Dakota:

WHEREAS, Section 57-02-08(35) (36) of the North Dakota Century Code provides authority for municipalities to exempt certain new dwelling units of up to \$75,000 of the true and full value of all new single family residential property, exclusive of the land on which it is situated, from taxation for the two (2) taxable years subsequent to the taxable year in which construction is begun if all of certain enumerated conditions are met; and

WHEREAS, Said authority is to be implemented by resolution of the Board of City Commissioners; and

WHEREAS, The City Commission has the authority to limit or impose conditions upon the exemptions pursuant to State Law; and

WHEREAS, The exemption is being offered as an incentive for construction of residential property in the City of Devils Lake.

NOW, THEREFORE, BE IT RESOLVED, By the Board of City Commissioners of the City of Devils Lake that new single family residential property and new condominium and townhouse residential property as defined in State Law providing the exemption shall be exempt from taxation for two (2) taxable years subsequent to the taxable year in which the construction is begun provided the following terms and conditions are met:

- 1. Special assessments and taxes on the property upon which the residence is situated are not delinquent.
- 2. The first owner after the builder resides on the property, or the builder still owns the property. For purposes of this subsection, "Builder" includes a person who builds that person's own residence.
- 3. The exemption from taxation shall not apply to land, but only upon the single family residential building and the new condominium and townhouse residential building, up to \$75,000 of the true and full value of the new single family residential property or condominium and townhouse residential property.
- 4. No exemption shall be granted by the City of Devils Lake until the person seeking the residential tax exemption files an application for such exemption with the City Assessor's Office on a form to be supplied by the City Assessor's Office, which form must

be filed with the City Assessor's Office not later than thirty (30) days after the commencement of construction. Approval of all applications shall be acted upon by the Devils Lake City Commission.

5. This resolution shall be effective January 1, 1997 and continue until rescinded or amended by the Devils Lake City Commission. Further, said resolution shall be reviewed on an annual basis by the Devils Lake City Commission.

Dated this 6th day of January, 1997.

DEVILS LAKE CITY COMMISSION

Fred Bott, President

ATTEST:

Todd E. Dalziel, City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Morse. Upon roll call vote being taken thereon, the following Commissioners voted in favor thereof: Commissioners L. A. (Tony) Braunagel, Richard Johnson, Rick Morse, Gary Krantz and President Fred Bott. The following Commissioners voted against the same: None. The following Commissioners were absent and not voting: None. The majority having voted Aye, the resolution was declared duly adopted.



# Property Tax Exemption of Certain New Single Family, Condominium, and Townhouse Residential Properties

North Dakota Century Code § 57-02-08(35)

*April 2012* 

North Dakota Century Code (N.D.C.C.) § 57-02-08(35) provides a discretionary exemption for certain new single family residential properties and condominium and townhouse properties from property taxes for the first two taxable years after the taxable year in which construction is completed, the residence is owned and occupied for the first time, and other conditions are met. Whether or not to offer the exemption is at the discretion of the governing body.

## **Governing Body Must Pass Resolution**

- 1. Before granting an exemption, the city governing body, for property located within a city, or the county governing body, for property outside city limits, must pass a resolution stating that the exemption will be alllowed.
- 2. The maximum exemption allowed is \$150,000 of true and full valuation of improvements only. Land is taxable.
- 3. The value of improvements allowed by the resolution is exempt for a maximum of two years following the year in which construction was <u>completed</u> and the residence is owned and occupied for the first time, and other conditions are met.
- 4. The governing body may limit or impose conditions on the exemptions, including limitations on the length of time during which an exemption is allowed.
- 5. The governing body need pass only one resolution to allow the exemption.
- 6. Once the governing body has passed the resolution, there can be no discretion on its part regarding who shall receive the exemption if the requirements set out in the statute and the resolution are met.
- 7. The resolution may be rescinded or amended at any time.

## Ownership Requirements

- 8. The property must be owned and occupied for the first time.
- 9. The property does not have to be occupied on the assessment date.

24865

G-13

## **Properties That Are Eligible**

- 10. All new single family residential property on which construction is completed after passage of the resolution is eligible when the residence is owned and occupied for the first time.
- 11. All new condominium and townhouse residential property on which construction is completed after passage of the resolution is eligible when the residence is owned and occupied for the first time.
- 12. Duplexes that have separate legal descriptions and owners are to be considered townhouses.
- 13. Outbuildings and other improvements normally associated with residential living are included in the exemption.
- 14. The residence must qualify for the exemption in order for outbuildings and other improvements to qualify. For example, if a residence was completed in 2009 and a garage was built on the same description after January 1, 2010, the garage would qualify because the residence qualified. The garage would be exempt as long as the residence qualified for exemption.
- 15. Modular and other off-site-built residences are eligible for the exemption. Completion of an off-site-built residence means the point in time at which the residence has been installed on the foundation and is approved for occupancy.

## **Additional Conditions**

- 16. General taxes and installments of special assessments on the property may not be delinquent.
- 17. If the current year's tax has not been paid, either the assessor or the county auditor may file an application for abatement pursuant to N.D.C.C. § 57-23-05.
- 19. If an abatement will result in a refund of a tax or compromise of a tax, the person claiming exemption may file an application for abatement pursuant to N.D.C.C. ch. 57-23.

City of Devils Lake 423 6<sup>th</sup> St NE PO Box 1048 Devils Lake, ND 58301 www.dvlnd.com



Joel Myhro Utilities Supervisor

701-662-7623 joelm@dvlnd.com

Date: January 11, 2024

To: Mike Grafsgaard, Public Works Director

From: Joel Myhro, Utilities Superintendent  $\mathcal{G}_{lm}$ 

Re: call for bids

2024.

I would like to request to call for bids for a Utilities pickup truck. This is a budgeted item for

#### **AGREEMENT**

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of January, 2024, by and between **the City of Devils Lake**, a municipal corporation, which has an address of 423 - 6th St. NE, P.O. Box 1048, Devils Lake, ND 58301-1048, party of the first part, referred to here in as "the City," and **Armen and Connie Hanson (Trust)**, who have an address of 7766 50<sup>th</sup> St NE, Devils Lake, ND 58301 parties of the second part, referred to herein as "Landowners."

#### WITNESSETH:

WHEREAS, Landowners own certain real property in Ramsey County, which property is described as follows, to-wit:

N1/2NE1/4 Less tracts deeded in Section 31 – Township 154N – Range 64W, Ramsey County, North Dakota; and

WHEREAS, the City, through the Devils Lake Airport Authority, previously acquired a portion of the N1/2NE1/4 of Section 31-154N-64W. Said acquired tract was 10.053 acres and was acquired for airport and flood protection purposes; and

WHEREAS, the City paid \$23,516.20 for the 10.053 acres for an average of \$2,340 per acre; and

WHEREAS, the City worked with the US Army Corps of Engineers (Corps) to construction a flood protection embankment on a portion of the tract previously acquired from the Landowners; and

WHEREAS, after construction of the flood protection, the Corps determined that additional property was required for the flood protection to ensure the property acquired met requirements outlined by the Corps; and

WHEREAS, the City is required to acquire the additional property; and

WHEREAS, the additional property required to be obtained by the City is outlined as Exhibit A to this agreement. Said property is immediately adjacent to property previously acquired by the Devils Lake Airport Authority; and

WHEREAS, parcel to be acquired is 0.33 acres. Because it is such a small tract, Landowners agree to waive the requirement to have an appraisal completed and will sign

the attached Appraisal Waiver Form; and

WHEREAS, the parties wish to memorialize the agreement they have made to allow the City to purchase required property, which agreement is subject to the terms and provisions set forth as follows:

NOW, THEREFORE, based upon the mutual covenants and agreements which the parties acknowledge as sufficient, it is hereby agreed by and between the parties as follows:

- 1. The City will pay Landowners \$3,044.40 for the 0.33 acres identified in Attachment A. Said payment is based on \$4,680 per acre X 0.33 acres PLUS \$1,500 for waiving the appraisal.
- 2. In exchange for the \$3,044.40, Landowners agree to sign a quit claim deed conveying the property outlined in Attachment A to the City. Said Quit Claim deed for property described in this agreement shall convey good and sufficient title to the property, free and clear from all liens and encumbrances, subject only to existing easements for public roads, public utilities, railroad, and pipelines, and containing only the following exceptions: None
  - 3. Seller agrees that this Agreement must be approved by the Corps of Engineers and the Devils Lake City Commission.
- 4. Seller represents, and it is a condition of acceptance of this offer, that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this Agreement, or to any benefits that may arise therefrom; however, this provision shall not extend to any agreement with a corporation for its general benefit
- 5. Seller agrees to satisfy of record, at or before closing, all encumbrances and special assessments which are a lien against the land and pay all real estate taxes on the property. If Seller fails to do so, the City may pay any taxes, assessments, and encumbrances which are a lien against the land and deduct such amount from the price paid
- 6. Seller represents, and it is a condition of acceptance of this offer, that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this Agreement, or to any benefits that may arise therefrom; however, this provision shall not extend to any agreement with a corporation for its general benefit
  - 7. This agreement is binding upon the parties, their heirs, successors and assigns.
- 8. This agreement constitutes the entire agreement made and entered into between the parties, and any term or provision not included in this agreement is a term or provision which has not been agreed to between the parties.

9.	Time is of the essence in the performance of each and every term and provision of
this agreement	

10. This agreement may be amended only by a written agreement made and entered into between these parties.

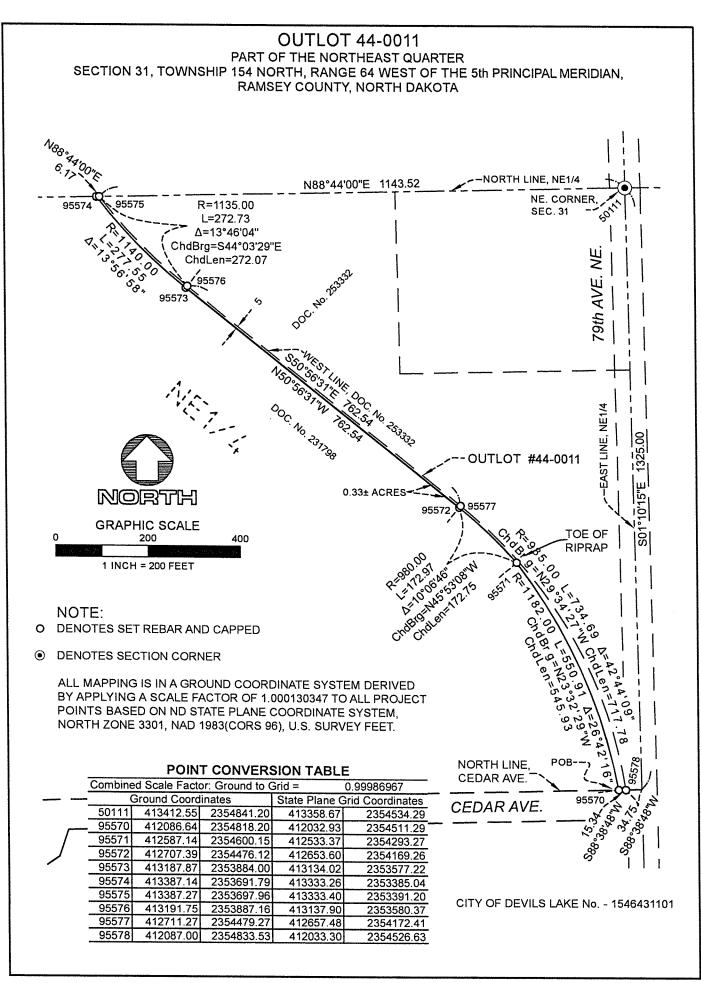
Dated the day and year first above written.

# CITY OF DEVILS LAKE, Party of the First Part

	В	Jim Moe, President Devils Lake City Commission
	A	ATTESTED TO:
	В	Sy:Spencer Halvorson City Administrator/Auditor
STATE OF NORTH DAKOTA	) )ss	
COUNTY OF RAMSEY  On this day	of	, 2024, before me, a
notary public within and for the sa Spencer Halvorson, respectively, Commission and the Devils Lake	aid county known to City Adn Tthe City	y and state, personally appeared Jim Moe and o me to be the President of the Devils Lake City ninistrator, and who executed the above and of Devils Lake, and who acknowledged to me

Notary Public	
Ramsey County, North Dakota	
My Commission Expires:	
	Party of the Second Part
	Armen Hanson, Landowner
	Annen Hanson, Landowner
	Connie Hanson, Landowner
STATE OF) ss COUNTY OF)	
)SS	
COUNTY OF)	
On this day of	, 2024, before me, a
notary public within and for the said cour	nty and state, personally appeared Armen
Hanson and Connie Hanson, known to m	e to be the persons who are described in and
who executed the above and foregoing in	strument, and who acknowledged to me that
they executed the same.	
Notary Public	
My Commission Expires:	

# ATTACHMENT A



LSS INC. Project #2009090 Page 1 of 2

#### **OUTLOT 44-0011**

## **DESCRIPTION OF OUTLOT 44-0011**

That part of the Northeast Quarter of Section 31, Township 154 North, Range 64 West, Ramsey County, North Dakota lying westerly of the westerly line of that parcel described in Document Number 253332 and easterly of the following described line.

Commencing at the northeast corner of said Section 31;

thence South 01 degree 10 minutes 15 seconds East, along the east line of said Northeast Quarter, 1325.00 feet to the north line of Cedar Avenue;

thence South 88 degrees 38 minutes 48 seconds West, along said north line, 50.09 feet to the point of beginning of the line herein described;

thence northwesterly along a non-tangential curve having a radius of 1182.00 feet, a central angle of 26 degrees 42 minutes 16 seconds, a chord length of 545.93 feet, a chord bearing of North 23 degrees 32 minutes 29 seconds West, for a distance of 550.91 feet to a line running parallel with and 5.00 feet southwesterly as measured perpendicular to the westerly line of said parcel described in Document Number 253332;

thence northwesterly, along said parallel line, on a non-tangential curve concave to the southwest, having a radius of 980.00 feet, a central angle of 10 degrees 06 minutes 46 seconds, a chord length of 172.75 feet, a chord bearing of North 45 degrees 53 minutes 08 seconds West, for a distance of 172.97 feet;

thence North 50 degrees 56 minutes 31 seconds West, along said parallel line, 762.54 feet;

thence northwesterly, along said parallel line, on a tangential curve concave to the northeast having radius of 1140.00 feet and a central angle of 13 degrees 56 minutes 58 seconds, for a distance of 277.55 feet to the north line of said Northeast Quarter and there terminating.

Subject to and together with any valid easements, restrictions and/or reservations. Containing 0.33 acres more or less.

I, David K. Hovendick, a duly Registered Land Surveyor in conducted by me, or under my direct supervision, that mo distances are correct to the best of my knowledge.	n the State of North Dakota, do hereby certify that a field survey was numents were placed in the ground as shown, and that all bearings and
David K. Hovendick Date ND Registration #3612	
	d proprietors of the described land in Section 31, Township 154 North, Range 64 provisions of Section 57-02-39 of the North Dakota Century Code, and upon take the within and foregoing plat of said land, with the Outlot record, as provided by law.
Armen Hanson Date	Connie Hanson Date
State of North Dakota  County of Ramsey  This record was acknowedged before me this day of	, 20
Notary Public, Ramsey County, North Dakota	
My commission expires:	
State of North Dakota)	State of North Duly 1
County of Ramsey ) SS	State of North Dakota) County of Ramsey )SS
hereby certify that Ramsey County, North Dakota taxes a special assessments are paid and transfers accepted this	record on this day of 20
day of , 20 A.D.	A.D. at o'clock m. and was filed as document number , filed in Land Survey Book Page
Kandy Christopherson Ramsey County Auditor	
By: Deputy	Bev Bachmeier Ramsey County Recorder
By: Deputy	Hamboy County Necolder

LSS INC. Project #2009090

#### **QUIT CLAIM DEED**

THIS INDENTURE, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024, between Armen Hanson and Connie Hanson, husband and wife, Grantors, one or more, and City of Devils Lake, Grantee, whose post office address is 423 6th St. NE, PO Box 1048, Devils Lake, ND 58301.

WITNESSETH, for and in consideration of the sum of \$3,044.40, Grantors do hereby QUIT CLAIM to the Grantee, all of the following described property described as Outlot Plat 44-0011 and being in the County of Ramsey, and State of North Dakota, to-wit:

Commencing at the northeast corner of said Section 31;

thence South 01 degree 10 minutes 15 seconds East, along the east line of said Northeast Quarter, 1325.00 feet to the north line of Cedar Avenue;

thence South 88 degrees 38 minutes 48 seconds West, along said north line, 50.09 feet to the point of beginning of the line herein described;

thence northwesterly along a non-tangential curve having a radius of 1182.00 feet, a central angle of 26 degrees 42 minutes 16 seconds, a chord length of 545.93 feet, a chord bearing of North 23 degrees 32 minutes 29 seconds West, for a distance of 550.91 feet to a line running parallel with and 5.00 feet southwesterly as measured perpendicular to the westerly line of said parcel described in Document Number 253332;

thence northwesterly, along said parallel line, on a non-tangential curve concave to the southwest, having a radius of 980.00 feet, a central angle of 10 degrees 06 minutes 46 seconds, a chord length of 172.75 feet, a chord bearing of North 45 degrees 53 minutes 08 seconds West, for a distance of 172.97 feet;

thence North 50 degrees 56 minutes 31 seconds West, along said parallel line, 762.54 feet; thence northwesterly, along said parallel line, on a tangential curve concave to the northeast having radius of 1140.00 feet and a central angle of 13 degrees 56 minutes 58 seconds, for a distance of 277.55 feet to the north line of said Northeast Quarter and there terminating.

Subject to and together with any valid easements, restrictions and/or reservations. Containing 0.33 acres more or less.

AND TO HOLD the above quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said party of the second part, its heirs and assigns, FOREVER.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

	Armen Hanson
	Connie Hanson
STATE OF)	
)ss COUNTY OF	
On this day of, 20 state appeared Armen Hanson and Conforegoing instrument.	024, before me, a notary public within and for said county and inie Hanson., known to me and who executed the above and
	Notary Public
I certify that the report or statement fo exempt by N.D.C.C. § 1I-18-02.2(6)(h).	r full consideration paid does not apply because this deed is
	Grantee or Agent Date

#### **AGREEMENT**

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of January, 2024, by and between **the City of Devils Lake**, a municipal corporation, which has an address of 423 - 6th St. NE, P.O. Box 1048, Devils Lake, ND 58301-1048, party of the first part, referred to here in as "the City," and **Larry Weed**, who has an address of 7960 HWY #2, Devils Lake, ND 58301-9622, party of the second part, referred to herein as "Landowner."

#### WITNESSETH:

WHEREAS, Landowner owns certain real property in Ramsey County, which property is described as follows, to-wit:

SE1/4 Less tracts deeded in Section 30 – Township 154N – Range 64W, Ramsey County, North Dakota; and

WHEREAS, the City, through the Devils Lake Airport Authority, previously acquired a portion of the SE1/4 of Section 30-154N-64W. Said acquired tract was 34.12 acres and was acquired for airport and flood protection purposes; and

WHEREAS, the City paid \$73,391.01 for the 34.121 acres for an average of \$2,150 per acre; and

WHEREAS, the City worked with the US Army Corps of Engineers (Corps) to construction a flood protection embankment on a portion of the tract previously acquired from the Landowners; and

WHEREAS, after construction of the flood protection, the Corps determined that additional property was required for the flood protection to ensure the property acquired met requirements outlined by the Corps; and

WHEREAS, the City is required to acquire the additional property; and

WHEREAS, the additional property required to be obtained by the City is outlined as Exhibit A to this agreement. Said property is immediately adjacent to property previously acquired by the Devils Lake Airport Authority; and

WHEREAS, parcel to be acquired is 0.64 acres. Because it is such a small tract, Landowner agrees to waive the requirement to have an appraisal completed and will sign the attached Appraisal Waiver Form; and

WHEREAS, the parties wish to memorialize the agreement they have made to allow the City to purchase required property, which agreement is subject to the terms and provisions set forth as follows:

NOW, THEREFORE, based upon the mutual covenants and agreements which the parties acknowledge as sufficient, it is hereby agreed by and between the parties as follows:

- 1. The City will pay Landowner \$4,253.28 for the 0.64 acres identified in Attachment A. Said payment is based on \$\$4,302 per acre X 0.64 acres PLUS \$1,500 for waiving the appraisal.
- 2. In exchange for the \$4,253.28, Landowner agrees to sign a Quit Claim deed conveying the property outlined in Attachment A to the City. Said Quit Claim deed for property described in this agreement shall convey good and sufficient title to the property, free and clear from all liens and encumbrances, subject only to existing easements for public roads, public utilities, railroad, and pipelines, and containing only the following exceptions: None
  - 3. Seller agrees that this Agreement must be approved by the Corps of Engineers and the Devils Lake City Commission.
- 4. Seller represents, and it is a condition of acceptance of this offer, that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this Agreement, or to any benefits that may arise therefrom; however, this provision shall not extend to any agreement with a corporation for its general benefit.
- 5. Seller agrees to satisfy of record, at or before closing, all encumbrances and special assessments which are a lien against the land and pay all real estate taxes due on the property. If Seller fails to do so, the City may pay any taxes, assessments, and encumbrances which are a lien against the land and deduct such amount from the price paid.
  - 6. This agreement is binding upon the parties, their heirs, successors and assigns.
- 7. This agreement constitutes the entire agreement made and entered into between the parties, and any term or provision not included in this agreement is a term or provision which has not been agreed to between the parties.
- 8. Time is of the essence in the performance of each and every term and provision of this agreement.
- 9. This agreement may be amended only by a written agreement made and entered into between these parties.

	arty of the First Part
В	y: Jim Moe, President Devils Lake City Commission
A	TTESTED TO:
В	y:
	Spencer Halvorson City Administrator/Auditor
STATE OF NORTH DAKOTA ) )ss COUNTY OF RAMSEY )	
Spencer Halvorson, respectively, known to Commission and the Devils Lake City Audi	of Devils Lake, and who acknowledged to me
Notary Public	
Ramsey County, North Dakota My Commission Expires:	

# Larry Weed , Party of the Second Part

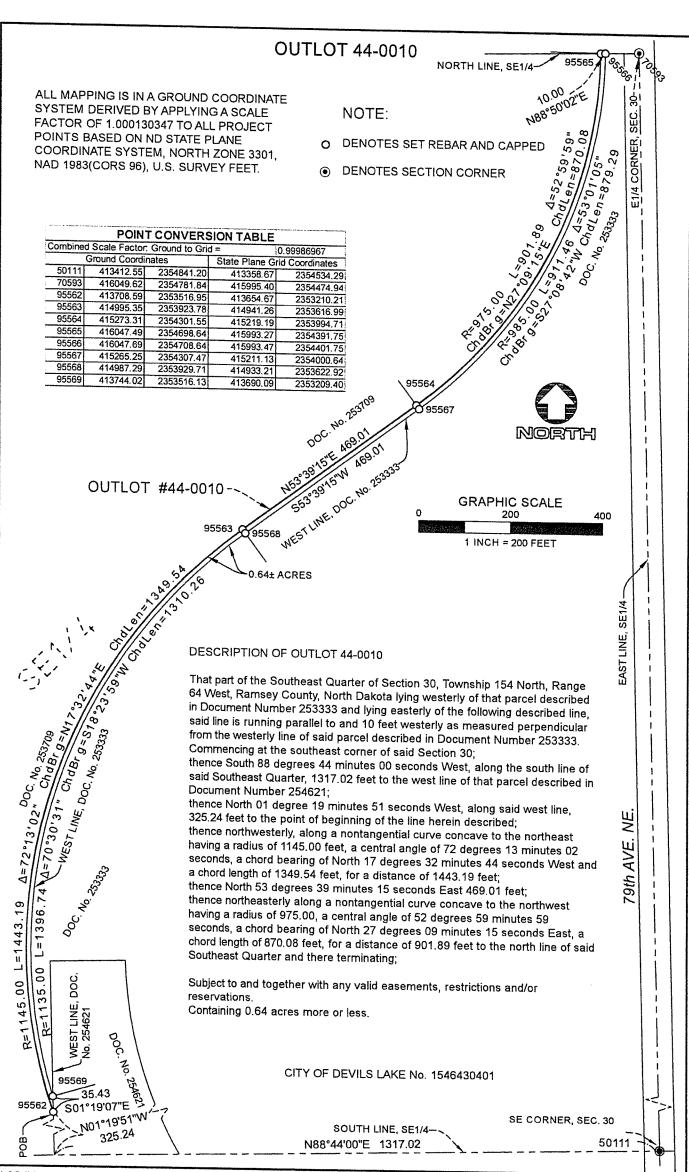
		Larry Weed, Landowner
STATE OF NORTH DAK	OTA )	
	)ss	
COUNTY OF RAMSEY	)	
On this	day of	, 2024, before me, a
known to me to be the pers	son who is des	nty and state, personally appeared Larry Weed, scribed in and who executed the above and edged to me that he executed the same.
Notary Public		
Ramsey County, No	orth Dakota	
My Commission Ex	pires:	

# ATTACHMENT A

## OUTLOT 44-0010

PART OF THE SOUTHEAST QUARTER
SECTION 30, TOWNSHIP 154 NORTH, RANGE 64 WEST OF THE 5th PRINCIPAL MERIDIAN,
RAMSEY COUNTY, NORTH DAKOTA

I, David K. Hovendick, a duly Registered Land Surveyor in the State of North Dakota, do hereby certify that a field survey was conducted by me, or under my direct supervision, that monuments were placed in the ground as shown, and that all bearings and distances are correct to the best-of my knowledge.    Constitution of the best-of my knowledge	d
Larry Mead	
Larry Weed Date	
State of North Dakota County of Ramsey	
This record was acknowedged before me this day of, 20	
, 20	
Notary Public, Ramsey County, North Dakota My commission expires:	
State of North Dakota) County of Ramsey ) SS  I hereby certify that Ramsey County, North Dakota taxes and special assessments are paid and transfers accepted	
this day of, 20A.D.	
Kandy Christopherson	
Ramsey County Auditor	
By: Deputy	
State of North Dakota)	
County of Ramsey ) SS	
I hereby certify that this instrument was filed in this office of record on this day of,  20 A.D. at o'clock m. and was filed as Document No Filed in Land  Survey Book No , page	
<del>'</del>	
Bev Bachmeier Ramsey County Recorder	



#### **QUIT CLAIM DEED**

THIS INDENTURE, made this <u>GM</u> day of <u>JAMMAY</u>2024, between Larry Weed, Grantor, one or more, and City of Devils Lake, Grantee, whose post office address is 423 6th St. NE, PO Box 1048, Devils Lake, ND 58301.

WITNESSETH, for and in consideration of the sum of \$4,253.28, Grantor does hereby QUIT CLAIM to the Grantee, all of the following described property described as Outlot Plat 44-0010 and being in the County of Ramsey, and State of North Dakota, to-wit:

That part of the Southeast Quarter of Section 30, Township 154 North, Range 64 West, Ramsey County, North Dakota lying westerly of that parcel described in Document Number 253333 and lying easterly of the following described line, said line is running parallel to and 10 feet westerly as measured perpendicular from the westerly line of said parcel described in Document Number 253333. Commencing at the southeast corner of said Section 30; thence South 88 degrees 44 minutes 00 seconds West, along the south line of said Southeast Quarter, 1317.02 feet to the west line of that parcel described in Document Number 254621; thence North 01 degree 19 minutes 51 seconds West, along the said to be said to b

thence North 01 degree 19 minutes 51 seconds West, along said west line, 325.24 feet to the point of beginning of the line herein described; thence northwesterly, along a nontangential curve concave to the northeast having a radius of 1145.00 feet, a central angle of 72 degrees 13 minutes 02 seconds, a chord bearing of North 17 degrees 32 minutes 44 seconds West and a chord length of 1349.54 feet, for a distance of 1443.19 feet; thence North 53 degrees 39 minutes 15 seconds East 469.01 feet; thence northeasterly along a nontangential curve concave to the northwest having a radius of 975.00, a central angle of 52 degrees 59 minutes 59 seconds, a chord bearing of North 27 degrees 09 minutes 15 seconds East, a chord length of 870.08 feet, for a distance of 901.89 feet to the north line of said Southeast Quarter and there terminating;

Subject to and together with any valid easements, restrictions and/or reservations.

Containing 0.64 acres more or less.

TO HAVE AND TO HOLD the above quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said party of the second part, its heirs and assigns, FOREVER.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Harry Weed

	)ss		
COUNTY OF RAMSEY	)		
On this The day of Janua state appeared Larry Weed., kn	<u>്സ</u> , 2024, before me, own to me and who exi	a notary public within and ecuted the above and fore	for said county and going instrument.
HELEN CARLSO Notary Publi State of North Do My Commission Expires	c akota	<u>Jelen Parl</u> Notary Public	obr
I certify that the report or state exempt by N.D.C.C. § 1I-18-02.		ion paid does not apply be	cause this deed is
	Grantee or Age	ent	Date

STATE OF NORTH DAKOTA )

#### **AGREEMENT**

THIS AGREEMENT is made and entered into this day of January, 2024, by and between **the City of Devils Lake**, a municipal corporation, which has an address of 423 - 6th St. NE, P.O. Box 1048, Devils Lake, ND 58301-1048, party of the first part, referred to herein as "the City," and **Fred Bingham Jr.**, who has an address 4698 82<sup>nd</sup> Ave NE, Devils Lake, ND 58301-9400, party of the second part, referred to herein as "Landowner."

#### WITNESSETH:

WHEREAS, Landowner does own certain real property in Ramsey County, which property is described as follows, to-wit:

Lot A of Creel Bay Subdivision, Township 153N Range 64W Ramsey County, North Dakota; and

WHEREAS, the City desires to obtain the North 10 feet of the above described property for roadway and drainage improvement purposes. Said improvements are scheduled for 2024 construction and include asphalt pavement and curb and gutter; and

WHEREAS, the City requested a local real estate broker provide an estimated market value of the 10 foot strip of property and requested broker evaluate to ensure sale of the strip of land would not negatively impact the value of the remaining parcel and home. The broker determined the value of the tract to be \$2,625. The broker also determined that the sale would not negatively impact the remaining property value (see attached Exhibit A); and

WHEREAS, Landowner desires to have asphalt pavement that is planned for 82<sup>nd</sup> Ave NE to be extended south of 17<sup>th</sup> St SE to a point south of the current driveway to his residence; and

WHEREAS, in addition to the 10 foot strip of property, the City also desires to have a 15 foot temporary construction easement adjacent to the 10 foot strip to help facilitate construction and allow contouring of the land; and

WHEREAS, Landowner's property is outside City limits and cannot be special assessed while outside City limits; and

WHEREAS, the Landowner understands pavement along the north and west side of

his residence will benefit his property; and

WHEREAS, the parties wish to memorialize the agreement they have made to allow the City to acquire the 10 foot strip of property, obtain a 15 foot temporary construction easement and have access for completing such work, which agreement is subject to the terms and provisions set forth as follows:

NOW, THEREFORE, based upon the mutual covenants and agreements which the parties acknowledge as sufficient, it is hereby agreed by and between the parties as follows:

- 1. The City will develop the construction plans for the project to include extending pavement along 82<sup>nd</sup> Ave NE south of 17<sup>th</sup> St SE to a point south of Landowner's driveway. Said extension will be constructed at no cost to the Landowner. Construction of asphalt pavement extension is planned for 2024.
- 2. In exchange for extending the asphalt pavement on 82<sup>nd</sup> Ave NE, the Landowner will provide the City a Quit Claim Deed for the north 10 feet of his property. In addition, Landowner agrees to provide a 15 foot temporary construction easement that would help facilitate construction and allow contouring of the land to better blend the new construction into the landscape. This property is identified in Exhibit B of this agreement.
- 3. In the event the project to install asphalt pavement is not completed, the City will pay the Landowner \$2,625 for the 10 foot strip of property and the temporary construction easement will not be utilized by the City
- 4. The City understands that the Landowners' septic drain field appears to be partially located within the 10 foot strip of property and the temporary construction easement area. If the drain field is impacted during construction of project or any City work subsequent to the project, the City shall promptly repair any damage to the drain field at City expense. City will allow any portion of the drain field located within the 10 foot strip to be an allowed encroachment upon City property (right of way) until such time as the Landowner no longer needs the drain field or the drain field requires improvement/maintenance. All future drain field improvements shall be outside the 10 foot strip.
- 5. This agreement is binding upon the parties, their heirs, successors and assigns.
  - 6. This agreement constitutes the entire agreement made and entered into

between the parties, and any term or provision not included in this agreement is a term or provision which has not been agreed to between the parties.

- 7. Time is of the essence in the performance of each and every term and provision of this agreement.
- 8. This agreement may be amended only by a written agreement made and entered into between these parties.

Dated the day and year first above written.

	CITY OF DEVILS LAKE, Party of the First Part
	By:  Jim Moe, President  Devils Lake City Commission
STATE OF NORTH DAKOTA	)
COUNTY OF RAMSEY	)ss )
known to me to be the President the above and foregoing instruments	y of, 2024, before me, a said county and state, personally appeared Jim Moe, of the Devils Lake City Commission, and who executed ent on behalf of the City of Devils Lake, and who cuted the same in the capacity set forth herein.
Notary Public	
Ramsey County, North Da My Commission Expires:	

# Fred Bingham Jr., Party of the Second Part

Fred Bingham Jr., Landowner

STATE OF NORTH DAKOTA )	
COUNTY OF RAMSEY )	
On this day of day of day of and notary public within and for the said county and Jr., known to me to be the person who is describe foregoing instrument, and who acknowledged to	ed in and who executed the above and
Notary Public Ramsey County, North Dakota My Commission Expires:	HELEN CARLSON Notary Public State of North Dakota My Commission Expires Jan. 22, 2026

## **QUIT CLAIM DEED**

THIS INDENTURE, made this day of day
WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby QUIT CLAIM to the Grantee, all of the following described property lying and being in the County of Ramsey, and State of North Dakota, to-wit:
The north 10 feet of Lot A of Creel Bay Subdivision, County of Ramsey, State of North Dakota.
TO HAVE AND TO HOLD the above quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said party of the second part, its heirs and assigns, FOREVER.
IN TESTIMONY WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.
Fred Bingham Jr.
STATE OF NORTH DAKOTA )
COUNTY OF RAMSEY )
On this 4 day of family, 2024, before me, a notary public within and for said county and state appeared Fred Bingham Jr., known to me and who executed the above and foregoing instrument.
HELEN CARLSON Notary Public State of North Dakota My Commission Expires Jan. 22, 2026  HELEN CARLSON Notary Public Notary Public
I certify that the report or statement for full consideration paid does not apply because this deed is exempt by N.D.C.C. § 1I-18-02.2(6)(h).
Grantee or Agent Date

Page 1 of 1

# **EXHIBIT A-1**

REALESTATE"7"

THE ACTION PEOPLE

www.realestate7.com

November 7, 2023

City Devils Lake Attn. Mike Grafsgaurd 423 6<sup>th</sup> Street NE Devils Lake, ND 58301

Mike.

As requested I have viewed the following parcel 05-4060-01856-000, this parcel is owned by Fred Bingham Jr.. Said parcel contains approx. 38,180 square feet of land. The scope of this report will be to determine the estimated value of a strip of land approx. 10' x 267' located on the North lot line of said lot A Creel Bay Subdivision. Said strip will contain approx. 2,670 square feet of land.

I will research recent sale information to determine an approximate square footage price for residential land sale from inside the city limits of Devils Lake and Lot sales within 3 miles of the city of Devils Lake that offer similar sized parcels with similar amenities. Lot sale have been numerous throughout the year with most sales taking place outside the city limits of Devils Lake. I reviewed 16 land sales that have occurred over the last 24 month time frame to determine the square footage value established. Sales information showed that sales ranged from \$.57/sf to \$1.03/sf. In further review I have determined the estimated average to be \$0.87/sf. 2,670 sf x \$0.87 = \$2,322.90. I would Determine the Estimated Market Value of the tract to be: \$2,625.00.

I was also requested to review the existing parcel to determine if the sale of the tract would affect the market value of the total parcel. After reviewing the sales of similar home with lots that are considered equal to the parcel minus the strip of land. I have determined that the sale will not negatively affect the property value as it will still meet all requirements for District Health, Set Back regulations, and zoning requirements. Most lots established outside the City limits are larger than required and alterations to lot size are very common in the area as needed to meet regulations and road right of ways.

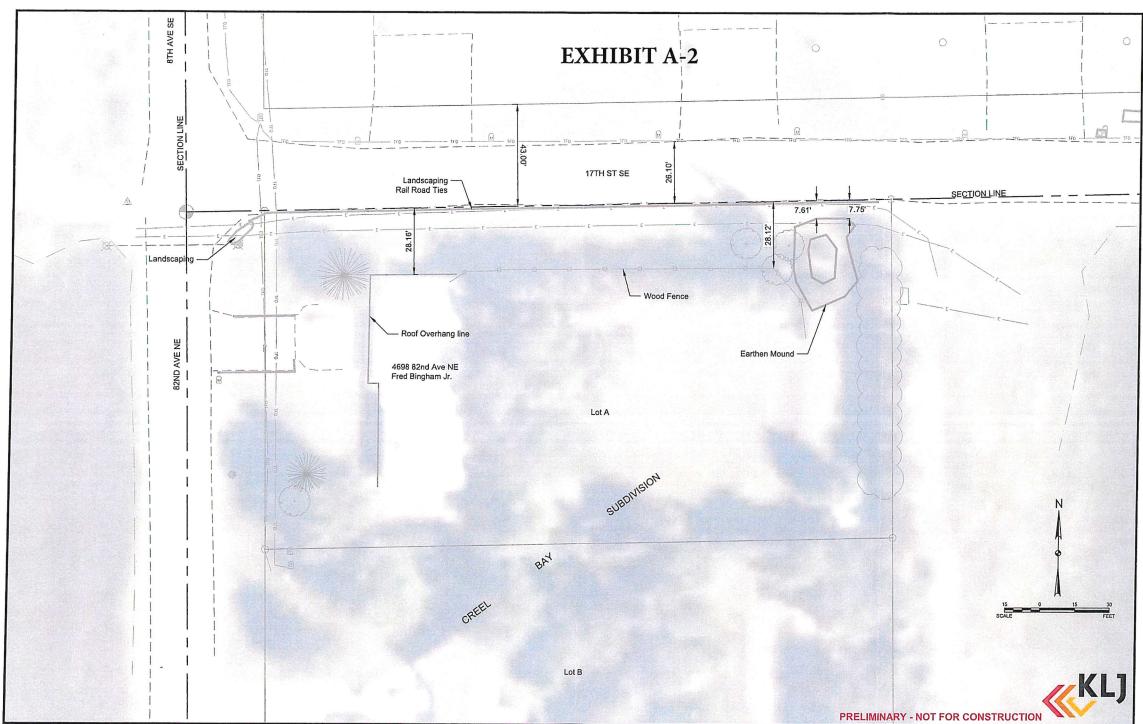
Respectfully

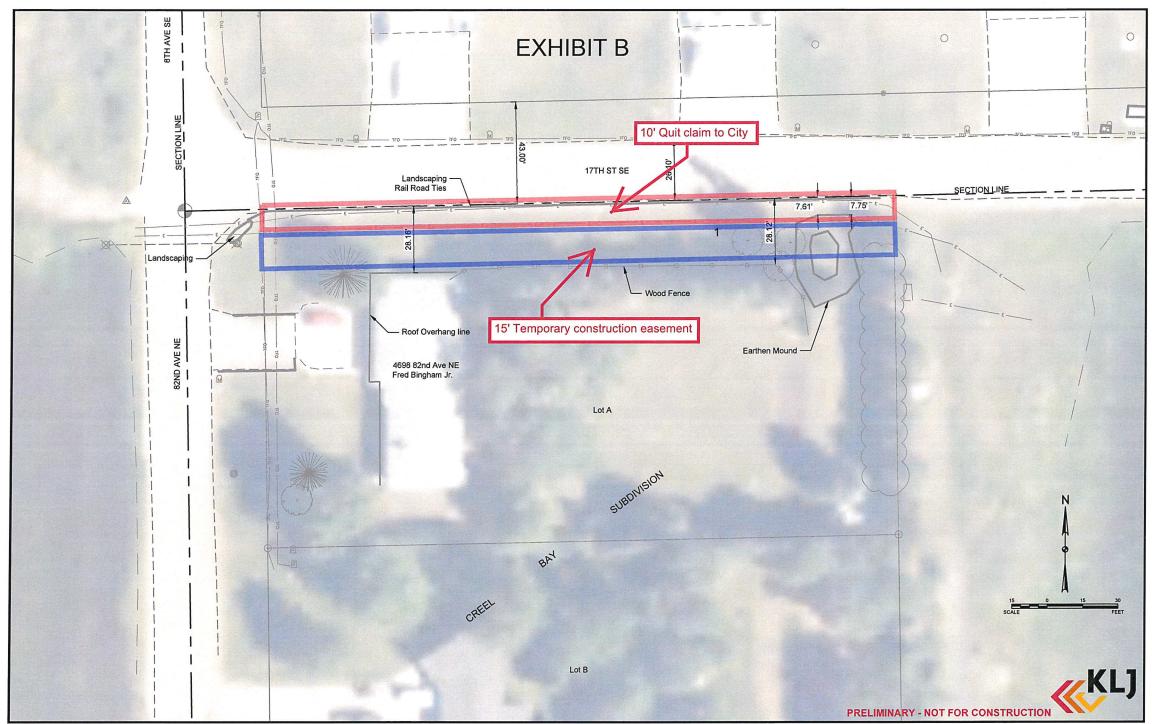
Allan Freidig Owner/Broker

#2069

al@realestate7.com

701.351.1678







# Preliminary Engineering Report

Street Improvement District No 80-24 8th St NW, 9th St NW, 10th St NW, 11th St NW, etc

January 10, 2024

#### Overview, Purpose and Feasibility

This street improvement district includes mill and overlay work on paved roadways west of College Drive and south of 14<sup>th</sup> St NW, including the Roundhouse Subdivision area. The Roundhouse area was developed nearly 25 years ago and requires improvements to correct utility trench settlement and failed asphalt areas. The area between College Drive and 4<sup>th</sup> Ave NW has pavement that was originally placed in the 1960's and has posed maintenance challenges for public works staff. Old cast iron watermains in the area were recently replaced based on break history and anticipation of the planned roadway improvement.

The proposed work would include milling and overlaying the roadway surfaces in an effort to improve overall roadway drainage and ride. Some sections of the roadway will require full depth asphalt repair due to their poor condition and lack of structural support. Other sections will require pavement patching to fill in utility settlement and low areas prior to the overlay. Sections of curb will be replaced, and curb adjustments may be required to better facilitate drainage.

The roadway will be milled to improve roadway cross-slope and ensure a reasonable asphalt transition at the curb line. An approximate 2" asphalt overlay would then be placed on top of the milled surface. The mill and overlay will improve the ride quality of the roads but will not significantly improve the structural capacity of the roadway and many cracks that exist in the underlying asphalt will ultimately reflect through the asphalt installed as part of this project. However, the City has used this technique for improving roadways for more than 10 years and it has proven to be effective and economical.

#### Conclusion

The preliminary cost estimate for this project is approximately \$2.55 million. Of this amount, approximately \$2.2 is estimated for construction and \$0.35 million is estimated for contingencies, administrative, legal and engineering related costs. The roadways included with this project are on our local road system and no federal cost-share will be provided. The project cost will be split through the standard City policy of 75% City share and 25% special assessed to benefitting properties. With this cost-

Michael Grafsgaard, City Engineer/Public Works Director Devin Gathman, Assistant City Engineer Helen Carlson, Engineering Admin Tech share, the City would pay approximately \$1.9 million and property owners approximately \$0.65 million through special assessment.

To complete the project in 2024, I recommend the City Commission approve the Preliminary Report and order preparation of Plans and Specifications. We will work to develop plans, refine the cost estimate and communicate with property owners to ensure they understand their potential special assessment and have ample opportunity to communicate any concerns they have. We hope to have a bid opening in mid-April.

## Resolution Approving Preliminary Report and Directing Preparation of Plans and Specifications for Street Improvement District No 80-24 8<sup>th</sup> St NW, 9<sup>th</sup> St NW, 10<sup>th</sup> St NW, 11<sup>th</sup> St NW, etc

BE IT RESOLVED by the Board of City Commissioners of the City of Devils Lake, North Dakota, as follows:

- 1. This Board has received and considered the report of the engineer as to the general nature, purpose, and feasibility of the proposed Street Improvement District No 80-24, and an estimate of the probable cost of the work, and approves the report and directs it to be filed in the City Auditor's office.
- 2. The City Engineer is directed to prepare detailed plans and specifications for the project and to submit the same to this Board of City Commissioners.

Voting aye were Commissioners	
Voting nay were Commissioners	
Absent and not voting were Commissioners	
Dated this 16 <sup>th</sup> day of January, 2024.	
Attest:	City of Devils Lake
Spencer Halvorson, City Administrator/Auditor	Jim Moe, President of Commission

Date: 12/1/2023

To: President Moe and City Commissioners
From: Michael Grafsgaard, City Engineer
Re: City Project 220201 - Water Main Replacement 27-22

Contract Cost: \$1,148,639.50



\$0.00

I hereby certify the work listed below has been completed and inspected and has been done in conformity with the plans and specifications for the above mentioned project. All work was completed by Kemper Construction, PO Box 8, Minot ND 58702.

#### Estimate No. 10 - Final

WM 27-22 - 10th St NW, 11th St NW, 12th St NW, 13th St NW

		1001111, 1101 001111, 1201 001111, 1					QUA	ANTITIES	AMO	DUNT
Spec	Code	Item Description	Quantity	Unit	Unit Price	Bid Amount		Total to Date	Current	Total to Date
103	0100	Contract Bond	1.00	L SUM	\$12,000.00	\$12,000.00	0.00	1.00	\$0.00	\$12,000.00
202	0114	Removal Of Concrete	5.00	SY	\$141.00	\$705.00	0.00	3.10	\$0.00	\$437.10
202	0130	Removal Of Curb & Gutter	50.00	LF	\$35.25	\$1,762.50	14.00	92.50	\$493.50	\$3,260.63
203	0138	Common Excavation - Subcut	260.00	CY	\$46.25	\$12,025.00	0.00	0.00	\$0.00	\$0.00
430	0001	Full Depth Hma Replacement	374.00	SY	\$133.50	\$49,929.00	0.00	568.00	\$0.00	\$75,828.00
702	0100	Mobilization	1.00	L SUM	\$103,000.00	\$103,000.00	0.00	1.00	\$0.00	\$103,000.00
704	0001	Traffic Control	1.00	L SUM	\$14,230.00	\$14,230.00	0.00	1.00	\$0.00	\$14,230.00
724	0300	Gate Valve & Box 6IN	13.00	EA	\$3,850.25	\$50,053.25	0.00	11.00	\$0.00	\$42,352.75
724	0310	Gate Valve & Box 8IN	8.00	EA	\$4,661.75	\$37,294.00	0.00	9.00	\$0.00	\$41,955.75
724	0411	6IN Hydrant	10.00	EA	\$7,590.50	\$75,905.00	0.00	10.00	\$0.00	\$75,905.00
724	0430	Remove Hydrant	6.00	EA	\$1,530.75	\$9,184.50	0.00	7.00	\$0.00	\$10,715.25
724	0611	Water Service Line 1IN	1,871.00	LF	\$37.50	\$70,162.50	0.00	1826.00	\$0.00	\$68,475.00
724	0800	Watermain 6IN PE/PVC	1,059.00	LF	\$58.75	\$62,216.25	0.00	1063.00	\$0.00	\$62,451.25
724	0820	Watermain 8IN PE/PVC	2,961.00	LF	\$51.25	\$151,751.25	0.00	2869.00	\$0.00	\$147,036.25
724	0944	Connection To Existing Main	16.00	EA	\$2,764.00	\$44,224.00	0.00	14.00	\$0.00	\$38,696.00
724	0955	Water Service Connection 1IN	80.00	EA	\$2,605.00	\$208,400.00	0.00	77.00	\$0.00	\$200,585.00
724	6013	Abandon Gate Valve	2.00	EA	\$549.00	\$1,098.00	0.00	1.00	\$0.00	\$549.00
724	6980	8IN X 8IN X 6IN Tee	9.00	EA	\$2,016.25	\$18,146.25	0.00	9.00	\$0.00	\$18,146.25
724	7004	6IN Tee	1.00	EA	\$1,643.75	\$1,643.75	0.00	1.00	\$0.00	\$1,643.75
724	7006	6IN Cross	1.00	EA	\$2,330.00	\$2,330.00	0.00	1.00	\$0.00	\$2,330.00
724	7008	6IN 90 Deg Bend	2.00	EA	\$1,297.25	\$2,594.50	0.00	2.00	\$0.00	\$2,594.50
724	7010	8IN X 6IN Reducer	1.00	EA	\$646.50	\$646.50	0.00	0.00	\$0.00	\$0.00
724	7015	8IN 90 Deg Bend	1.00	EA	\$1,326.50	\$1,326.50	0.00	1.00	\$0.00	\$1,326.50
724	7016	8IN X 6IN Cross	0.00	EA	\$2,986.00	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7029	1IN Curb Stop & Box	80.00	EA	\$1,561.75	\$124,940.00	0.00	77.00	\$0.00	\$120,254.75
724	9997	Sewer Main Video	4,491.00	LF	\$2.00	\$8,982.00	1,427.00	2987.00	\$2,854.00	\$5,974.00
724	9998	Sewer Service Video Launch	133.00	EA	\$250.00	\$33,250.00	21.00	67.00	\$5,250.00	\$16,750.00
724	9999	Thrust Restraint	7.00	EA	\$952.00	\$6,664.00	0.00	7.00	\$0.00	\$6,664.00
748	0140	Install Curb & Gutter	50.00	LF	\$153.00	\$7,650.00	53.50	88.50	\$8,185.50	\$13,540.50
748	1000	Valley Gutter	5.00	SY	\$270.00	\$1,350.00	0.00	0.00	\$0.00	\$0.00
			Т.		rent Amount:				\$16,783.00	
				Total	Bid Amount:	\$1,113,463.75				\$1,086,701.23
Stockpil	ed Mate	rial								
724	0300	Gate Valve & Box 6IN	13.00	EA	\$1,959.71	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0310	Gate Valve & Box 8IN	9.00	EA	\$2,699.92	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0411	6IN Hydrant	10.00	EA	\$4,805.37	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0611	Water Service Line 1IN	1,878.00	LF	\$0.01	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0800	Watermain 6IN PE/PVC	1,059.00	LF	\$9.70	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0820	Watermain 8IN PE/PVC	3,122.00	LF	\$16.67	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0944	Connection To Existing Main	18.00	EA	\$1,276.79	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0955	Water Service Connection 1IN	81.00	EA	\$203.87	\$0.00	0.00	0.00	\$0.00	\$0.00
724	6980	8IN X 8IN X 6IN Tee	9.00	EA	\$380.32	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7004	6IN Tee	1.00	EA	\$135.85	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7006	6IN Cross	1.00	EA	\$354.00	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7008	6IN 90 Deg Bend	2.00	EA	\$88.23	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7010	8IN X 6IN Reducer	1.00	EA	\$136.90	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7015	8IN 90 Deg Bend	1.00	EA	\$159.73	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7016	8IN X 6IN Cross	0.00	EA.	\$998.34	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7029	1IN Curb Stop & Box	81.00	EA	\$387.01	\$0.00	0.00	0.00	\$0.00	\$0.00
724	9999	Thrust Restraint	8.00	EA	\$167.33	\$0.00	0.00	0.00	\$0.00	\$0.00
			To	otal Curr	ent Amount:				\$0.00	

Change Order 1

							QUA	ANTITIES	AMO	DUNT
Spec	Code	Item Description	Quantity	Unit	Unit Price	<b>Bid Amount</b>	Current	Total to Date	Current	Total to Date
202	0130	Removal of Curb & Gutter	18.00	EA	\$35.25	\$634.50	0.00	18.00	\$0.00	\$634.50
430	0001	Full Depth HMA Replacement	12.00	SY	\$133.50	\$1,602.00	0.00	12.00	\$0.00	\$1,602.00
724	0310	Gate Valve & Box 8IN	1.00	EA	\$4,661.75	\$4,661.75	0.00	1.00	\$0.00	\$4,661.75
724	0611	Water Service Line 1IN	7.00	LF	\$37.50	\$262.50	0.00	7.00	\$0.00	\$262.50
724	0820	Watermain 8IN PE/PVC	161.00	LF	\$51.25	\$8,251.25	0.00	161.00	\$0.00	\$8,251.25
724	0944	Connection to Existing Main	2.00	EA	\$2,764.00	\$5,528.00	0.00	2.00	\$0.00	\$5,528.00
724	0955	Water Service Connection 1IN	1.00	EΑ	\$2,605.00	\$2,605.00	0.00	1.00	\$0.00	\$2,605.00
724	7029	1IN Curb Stop & Box	1.00	EA	\$1,561.75	\$1,561.75	0.00	1.00	\$0.00	\$1,561.75
724	9999	Thrust Restraint	1.00	EΑ	\$952.00	\$952.00	0.00	1.00	\$0.00	\$952.00
748	0140	Instali Curb & Gutter	18.00	LF	\$153.00	\$2,754.00	0.00	18.00	\$0.00	\$2,754.00
722	9999	Remove & Reset Storm Manhole	1.00	L SUM	\$5,888.00	\$5,888.00	0.00	1.00	\$0.00	\$5,888.00
724	7014	8IN 45Deg Bend	1.00	EA	\$475.00	\$475.00	0.00	1.00	\$0.00	\$475.00
			Т	otal Cur	rent Amount:				\$0.00	
				Total	Bid Amount:	\$35,175.75				\$35,175.75

Total Work Completed: \$1,121,876.98

Stockpiled Material Payment: \$0.00

Retainage @ 4%: \$44,875.08
Previous Payments: \$1,060,890.22

Total Due This Estimate: \$16,111.68

CITY TAX CO	DLLECTIONS	· 多数 计多数 17 (86)			
Through 10	0% of Year	u.	1		r.
<b>有关的人员的人员的人员的人员</b>	2021	2022		2023	YTD % Change
State Aid	\$ 663,818	\$ 643,748	\$	728,042	13.1%
Sales Tax (City Only)	\$ 4,075,424	\$ 4,065,728	\$	4,145,693	2.0%
Highway Tax	\$ 37,352	\$ 352,426	\$	362,039	2.7%
Occupancy Tax	\$ 113,659	\$ 119,987	\$	134,591	12.2%
Restaurant Tax	\$ 325,031	\$ 308,819	\$	364,086	17.9%
TOTAL:	\$ 5,215,284	\$ 5,490,708	\$	5,734,451	4.4%

TAX COLLECT	ION % OF BUDG	ET	1	
Through	100% of Year			
State of the solution of the high	2023	BUDGET	% OF BUDGET	
State Aid	\$ 728,042	\$ 700,000	104%	
Sales Tax (City Only)	\$ 4,145,693	\$ 4,200,000	99%	* Budget Projection
Highway Tax	\$ 362,039	\$ 360,000	101%	Changed to \$4.1 million
Occupancy Tax	\$ 134,591	\$ 145,000	93%	
Restaurant Tax	\$ 364,086	\$ 300,000	121%	
TOTAL:	\$ 5,734,451	\$ 5,705,000	101%	

Permit #	DATE	PROJECT TYPE	COST	FEE	Property ID #	
023-001		Interior Remodel	\$75,000.00	\$375.00	05-4100-01974-000	
023-002	2/1	Move in Modular Home	\$103,488.00	\$310.46	05-4120-02047-000	
023-003		Waterproofing system	\$11,371.89	\$34.11	39-0804-00046-000	
023-004		New Siding	\$6,000.00	\$18.00	05-4100-01955-000	Darwit Canadad
023-005		36x36 Detached Garage	\$0.00	\$0.00 \$22.50	05-4095-00007-000	Permit Canceled
023-006 023-007		Fence north property line Backyard Fence	\$7,500.00 \$1,000.00	\$5.00	39-0800-00008-000 39-0000-00757-000	
023-007		Update building for childcare center	\$37,000.00	\$185.00	39-1202-00004-000	
023-009		Siding & Windows	\$10,000.00	\$30.00	39-0802-00017-000	
23-010		Siding	\$9,500.00	\$28.50	39-0000-00559-000	
023-011		Fence in sideyard	\$4,200.00	\$12.60	39-0000-00864-000	
023-012	5/16	Fence in sideyard	\$1,000.00	\$5.00	39-1301-00028-000	
023-013	5/16	12x24 Storage Shed	\$7,669.44	\$23.00	39-1913-00004-002	
023-014		Fence in Backyard	\$1,000.00	\$5.00	39-1503-00025-000	
23-015		New Sidng	\$2,500.00	\$7.50	39-0000-00719-000	
23-016		24x32 Detached Garage	\$20,451.84	\$61.35	39-0804-00039-000	
23-017		Windows	\$10,000.00 \$6,391.20	\$30.00 \$19.17	39-1901-00010-000 39-0301-00038-000	
)23-018 )23-019		12x20 Storage shed Entryway Addition	\$25,088.00	\$75.26	39-1906-00022-000	
23-020		50x100 Shop	\$115,800.00	\$347.40	05-4220-02377-001	
23-021		Rear yard deck	\$21,000.00	\$63.00	39-0803-00003-000	
23-022		Fence in sideyard	\$3,000.00	\$9.00	39-0804-00035-000	
23-023	6/2	Fence in Backyard	\$1,000.00	\$5.00	39-0301-00127-000	
23-024	6/6	26x26 Detached Garage	\$17,667.00	\$53.00	39-0301-00039-000	
23-025		Move in Single Family Home	\$180,432.00	\$541.29	05-0000-01120-050	
23-026		18x18 Rear Deck	\$7,000.00	\$21.00	39-0802-00013-000	
23-027		20x30 Home Addition	\$82,320.00	\$246.96	05-4082-00010-030	
23-028		Fence north property line New Church	\$4,000.00 <b>\$905,500.00</b>	\$12.00 <b>\$1,958.2</b> 5	30-4025-00009-000 <b>44-0000-01518-030</b>	
<b>23-029</b> 23-030	,	New Siding & 24x32 Detached Garage	\$23,451.84	\$70.35	39-1104-00009-000	
23-030		Siding & windows & new pitched roof	\$100,000.00	\$300.00	05-4120-02037-001	
23-032		Single Family Home & Attached Garage	\$342,504.20	\$1,027.51	05-4095-00006-000	
23-033		New Siding	\$5,000.00	\$15.00	39-0000-00377-001	
23-034	6/27	New Siding	\$1,700.00	\$5.10	39-1505-00017-000	
23-035	6/27	12x22 Storage Shed	\$7,030.32	\$21.09	39-1603-00011-000	
23-036		Home Addition	\$0.00	\$0.00	39-0804-00061-001	Permit Canceled
23-037		Addition to manufactured home	\$34,368.00	\$103.10	39-2728-00003-000	
23-038		12x24 Storage Shed	\$7,669.44	\$23.00	39-2303-00019-000	
23-039		Concessions expantion	\$ <b>31,000.00</b> \$2,400.00	\$155.00 \$7.20	<b>39-2727-00002-002</b> 39-1805-00023-000	
23-040 2 <b>3-041</b>		Fence in Backyard New Church	\$434,640.00	\$1,251.96	39-0000-00431-001	
23-042		Deck Replacement	\$1,600.00	\$5.00	05-4100-01968-000	
23-043		Fence	\$1,000.00	\$5.00	39-0000-00362-000	
23-044		12x24 Storage Shed	\$7,669.44	\$23.00	44-4380-02621-001	
23-045	7/12	New Pitched Roof over Flat Roof	\$5,000.00	\$15.00	39-0601-00074-000	
23-046	7/17	Fence east property line	\$2,000.00	\$6.00	39-0301-00054-002	
23-047		New Roosevelt Pavilion	\$405,763.20	\$805.76	39-0000-00961-000	
23-048		ER Remodel	\$0.00	\$0.00	39-2735-00006-000	Permit Canceled
23-049		Dockside entertainment	\$2,914,933.00	\$4,972.40	39-2703-00002-002	
23-050		Fence Demo manufactured home lot 202	\$1,000.00 \$0.00	\$5.00 \$0.00	39-0407-00011-000 39-1203-00014-000	
23-051 23-052		Demo manufactured home lot 202	\$0.00	\$0.00	39-1203-00014-000	
23-052		Fence	\$8,000.00	\$24.00	39-0804-00045-000	
23-054		Billboard sign	\$128,150.44	\$528.15	39-0000-00576-002	
23-055		Home Addition	\$39,093.60	\$117.28	39-0000-00738-000	
23-056	8/8	Demo Manufactured Home	\$0.00	\$0.00	39-1203-00014-000	
23-057	8/11	Fence in Backyard	\$2,100.00	\$6.30	39-0301-00073-000	
23-058		16x24 Attached garage addition	\$15,466.88	\$46.40	05-4020-01539-000	
23-059		Foundation work	\$6,909.85	\$20.73	39-1901-00005-000	
23-060		40x60 cold storage shop	\$63,912.00	\$191.73	44-4330-02526-000	
23-061		Deck and windows	\$16,000.00	\$48.00	39-0802-00003-000 05-4170-02329-000	
23-062		Covered Porch	\$9,518.08	\$28.55 \$38.47	39-1505-00031-000	
23-063 2 <b>3-0</b> 64		Foundation work Ground Sign	\$12,823.82 <b>\$36,000.00</b>	\$180.00	39-0000-00986-000	
3-065		10x16 storage shed	\$4,260.80	\$100.00	05-4170-02329-000	
23-066		Egress window	\$1,000.00	\$5.00	05-4170-02332-000	
23-067		12x24 Storage Shed	\$7,669.44	\$23.00	05-4170-02316-000	
23-068		10x16 storage shed	\$4,260.80	\$12.78	39-1913-00002-001	
23-069		13x13 Home Addition	\$18,450.60	\$55.35	39-1805-00015-001	
23-070	9/7	12x24 Car Port	\$9,000.00	\$27.00	39-1505-00122-000	
23-071		15x20 Deck	\$6,000.00	\$18.00	39-1806-00109-000	
23-072		Les Schwab Tire Center	\$929,300.00	\$1,993.96	39-2702-00008-050	
23-073		Lake Toyota Body Shop Foundation Only	\$0.00	\$0.00	39-1203-00001-000	
23-074		New Siding	\$20,000.00 \$1,000.00	\$60.00 \$5.00	39-0804-00046-000 39-1804-00050-000	
23-075		Fence in Frontyard	51.0087.00	37 UH	72-1004-00070-000	

Permit #	DATE	PROJECT TYPE	COST	FEE	Property ID #	1	
2023-077	10/10	Add Drivethrough and fence	\$2,046.20	\$10.23	39-1101-00017-000		
2023-078	10/11	Siding replacement	\$1,000.00	\$5.00	39-1103-00011-000		
2023-079	10/12	Front yard deck	\$2,500.00	\$7.50	39-0403-00042-000		
2023-080	10/12	Fence in Backyard	\$1,500.00	\$5.00	39-1301-00003-000		
2023-081	10/12	Fence in Backyard	\$6,000.00	\$18.00	05-4120-02005-000		
2023-082	10/17	16x20 rear yard deck	\$1,400.00	\$5.00	05-4170-02314-000		
2023-083	10/20	Convert restaurant into daycare	\$19,500.00	\$97.50	39-0000-00484-002		
2023-084	11/29	siding & windows	\$11,000.00	\$33.00	39-0407-00002-000		
2023-085	12/22	Move in 16x20 Storage Shed	\$8,521.60	\$25.56	39-1301-00027-000		
2023-086	12/22	New Siding & Windows	\$30,000.00	\$90.00	39-1302-00037-000		

UTILITY CO	LLECTIONS	等数据 法被告		
Through 10	0% of Year			
	2021	2022	2023	YTD % Change
Water Collections	\$ 1,184,708	\$ 1,104,615	\$ 1,260,797	14.14%
Sewer Collections	\$ 803,539	\$ 818,149	\$ 910,750	11.32%
Sanitation Collections	\$ 1,580,706	\$ 1,582,288	\$ 1,631,553	3.11%
: Special Pickups	\$ 80,783	\$ 87,997	\$ 73,186	-16.83%
: Landfill/Outside Tipping	\$ 86,079	\$ 90,206	\$ 86,478	-4.13%
: Roll-off Rental	\$ 185,462	\$ 181,221	\$ 190,644	5.20%
TOTAL:	\$ 3,921,277	\$ 3,864,477	\$ 4,153,408	7.48%

UTILITY % C	F BUDGET	<b>的数17位</b>	
Through 10	0% of Year		
	2023	BUDGET	% OF BUDGET
Water Collections	\$ 1,260,797	\$ 1,220,000	103%
Sewer Collections	\$ 910,750	\$ 810,000	112%
Sanitation Collections	\$ 1,631,553	\$ 1,655,000	99%
: Special Pickups	\$ 73,186	\$ 90,000	81%
: Landfill/Outside Tipping	\$ 86,478	\$ 100,000	86%
: Roll-off Rental	\$ 190,644	\$ 165,000	116%
TOTAL:	\$ 4,153,408	\$ 4,040,000	103%

2023 Fauinment Become CD	1507 to DD 3507 to ED	2																
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Description	Type M	Maturity Date	Amount	Breto	Comment	The second secon	The second secon											
Bondy Home and Park Marry North Property					riedoency	January	rebrugry	March	April	May	June	Viol		Ameniet	Sonlombor	October	N	
pank happonim 6 M New York 6KH	GO	5/21/2024	\$ 243,000	4.85%	Semi Annual					5 5 044 24						Jadolao	November	December
Capital One Natl Assn Mclean	8	11/3/2025	\$ 244,000	4.80%	Semi Annual					2044.32	,						\$ 5,941.1	
City Natl Bk Los Angeles	8	11/24/2025	\$ 243,000	4.90%	Semi Annual					3,007.1							\$ 5,904.13	<u> </u>
Discover BK Greenwood Del	8	11/30/2027	\$ 243,000	4.90%	Semi Annual					5,704.57							\$ 6,002.4	
Hotizon BK Natl Assn Mich City	8	11/8/2024	\$ 249,000	4.75%	Monthly	\$ 1,004.53	\$ 1,004.53 \$ 1,004.53	\$ 907.31	1 004 53	, ,			-		8		\$ 6,002.43	<u></u>
Morgan Stanley Private BK Natl	8	11/3/2023	\$ 238,000	4.55%	At Maturity					•	772.12 \$ 1,004.53 \$		472.12 \$	1,004.53 \$	1,004.53 \$ 1,004.53 \$	\$ 972.12	s	3 \$ 972.12
UBS BK USA Salt Lake City UT	9	11/17/2025	\$ 248,000	4.95%	Monthly	\$ 1 042 42	\$ 1042 42 \$ 1042 42	2 041 72			-		- 1		100		- \$	_
Verifex CMNTY BK Dallas	8	11/24/2023	\$ 238,000	4.70%	At Maturity		-		70.750,1		1,008.77 \$ 1,042.62 \$		1,008.99	1,042.62 \$	1,042.62 \$ 1,042.62 \$	\$ 1,008.99	\$ 1,042.62	1,008.99
Wells Fargo BK N A Sioux Valls	8	11/29/2024	\$ 248,000	4.85%	Monthly	\$ 2010.15	\$ 2010.15 \$ 1021.55 \$		3 1001 3 87 628				,				\$ 11,155,35	10
US Treasury Note	US Treasury	12/8/2023	\$ 239,016	4.31%	Yearly				\$ 1,041.33		\$ 66.120,1 \$ 06.807		\$ 88.60	1,021.55 \$	1,021.55 \$ 1,021.55 \$	\$ 988.60	\$ 1,021.55 \$	9 \$ 88.60
First Citizens Community Bank	8	11/1/2024	\$ 236,000	5.45%	At Moturity													PURCHASED
Interest on Credit Balance & Other					Monthly	\$ 282.38										PURCHASED		
大学 一大学 はない ないかん ちゅうかん	Sanda Sanda has a		\$ 2,669,016	のであって 大大大	TOTAL MONTHLY EARNINGS	S 4 339 AB	S 3048 70	CT 1771 70	07 070 5	2 10/ 10/ 3								\$ 112.55
TOTAL YEAR TO DATE						20110011	0//0000	7/11/17	0/1000'C 6	\$ 26,431.U	2.890.5	0 5 2,96	9.71 \$	3.068.70 S	3,068,70	5 2969.71	\$ 3,068,70 \$ 3,068,70 \$ 2,068,70 \$ 2,068,70 \$ 2,068,71 \$ 3,068,70 \$ 3,068,70 \$ 2,969,71 \$ 48,902.71 \$	200000

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2023 WATER SOURCE REPLACEMENT FUND	NENT FUND																			
Description	Type	Maturity Date	Amount		Rate	Frequency	January	February	March	Anril	May	- Inne		The second second						
First Wesn BK & TR Minot	CD	2/18/2025	\$ 248	4	4.50%	Monthly		Purchased				,,,,	1	Ainr	August	Sept	October		November	December
Raymond James BK Natl Assn	00	2/18/2025	\$ 244	1,000	4.55%	Semi Applied		Purchased			751.00 \$ 920	720.76	\$ 997.66	920.96	951.66	s	951.66 \$ 920.	\$ 950.96	\$ 997.56	920.96
Georgia BKG CO Affanta GA	8	2/18/2025	\$ 187	187,000 4	4.50%	Semi Annual		Purchased						• '	5,505.37	_				
US freasury Note	US Treasury	2/29/2024	\$ 1,367	•	4.85%	Semi Annual		Purchased	\$ 10.545.00	12					4,172.92	_				
Killbuck SVGS BK CO OHIO	8	3/2/2026	\$ 244	•	4.30%	Semi Annual		Purchased							10,545.00	_				
CIBC MK USA	0	2/24/2026	\$ 244	•	4.35%	Semi Annual		Purchased						!	5,202.88	_				
MORGAN STANLEY BK	0	2/23/2026	\$ 244	4	4.35%	Semi Annual		Purchased						- 1	5,263.38	_				
Bank of MO PERRYVILLE	9	2/27/2026	\$ 249	4	4.40%	Monthly		Purchased	S 840 44 C	2 13 010		3 07 000			5,263.38					
First Merchants BK	9	3/3/2026	\$ 244	4	2,60%	Semi Annual			`				430.51	900.49	930.51	\$ 930.51	'n	900.49 \$	930.51 \$	900.49
Ally BK Sandy Utoah	0	3/23/2026	\$ 138	41	2.05%	Semi Annual			Purchased							5 5,658.13				
Interest on Credit Balance																* CO. CO.				
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Scription	ivest Nati	rALS	TAL YEAR	
	Type Maturing Date Amount Rate Frequency January February March April May June July August September October November	1796   Angust   Radio   Angust   Radio   Heapenery   January   Radiushy   Radiushy   Angust   Angust   Saplember   October	March   Anglant   Faguerey   January   Faburary   March   Anglant   Saplamber   October   November   December   Decembe	March   Marc

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VENDOR	AMOUNT DUE		
AIRPORT			
Benson County Farmer's Press	\$84.50		
Dennis Olson	\$500.00		
Double Z Broadcasting	\$500.00		
Gessner Iron Works	\$50.00		
KLJ Engineering	\$2,185.90		
Lakota American	\$71.50		
MDU	\$1,117.90		
Nodak Electric	\$1,802.93		
NDTC	\$294.14		
Reslock Printing	\$240.00		
Scott Cruse	\$900.00		
CITY			
Ag Spray Equipment	\$552.59		
Altru Health System	\$95.00		
Amazon	\$660.67		
American Library Association	\$223.00		
Anthony Falcon	\$25.00		
Apex Equipment	\$5,241.65		
Aramark	\$859.16		
Armen & Connie Hanson	\$3,044.40		
At-Scene LLC	\$8,030.00		
AT & T	\$501.25		
Baker & Taylor	\$448.16		
Benjamin Hill	\$25.00		
Bergstrom Electric	\$90.00		
Butler Machinery	\$156.91		
Capital One-Walmart	\$239.64		
Caselle	\$1,464.00		

VENDOR	AMOUNT DUE
Capital One Trade Credit-Northern Tool	\$39.99
Central Business Systems	\$81.00
Champion Media	\$2,690.59
CNH Industrial Retail Accounts-Titan Machinery	\$2,234.42
Corporate Payment Systems-Bremer Credit Card	\$14,394.81
Corporate Technologies	\$1,500.00
Cowboy's Towing	\$150.00
Dakota Wash Master	\$535.00
Dakota Implement	\$1,167.49
Decorated Wearables	\$851.60
Depot Stor-All	\$468.00
DL Park Board	\$250,000.00
Dominic D. Baker	\$25.00
Farmer's Union	\$18,509.47
Ferguson Waterworks	\$1,603.94
GF Fraternal Order of Police	\$180.00
GF Utility Billing	\$20,063.76
Guy Callendar	\$480.00
HE Everson	\$187.75
HACH	\$128.00
Hawkins	\$60.00
Home of Economy	\$1,111.03
IceBerg Art	\$50.00
Information Technology	\$322.60
Interstate Billing	\$4,236.25
Intelliplanz	\$3,436.00
JB Vending	\$317.97
Job Service of ND	\$37.44
Johnson Controls	\$4,988.70
Just Get It Done	\$228.00
Keller's Briteway	\$111.00

VENDOR	AMOUNT DUE
Kemper Construction	\$16,111.68
L-Tron Corporation	\$814.06
Lake Chevy buick GMC	\$373.50
Lake Region Corporation	\$8,244.00
Lake Region Electric	\$47.88
Lake Region Heritage Center	\$9,639.50
Lake Region E-911 Authority	\$66,415.25
Lake region Law Enforcement Center	\$45,561.79
Lake Region Public Library Foundation	\$617.89
Lake Region Sheet Metal	\$1,087.07
Larry Weed	\$4,253.28
Leevers	\$83.57
Lexipol LLC	\$3,399.15
Lynn Peavey Company	\$284.13
Matthew Bender & Co.	\$81.60
Michael Grafsgaard	\$77.00
Midstates Wireless	\$2,420.00
Minnie H Express Carwash	\$239.92
MDU	\$2,756.47
ND One Call	\$28.05
Nelson International	\$897.37
ND Horizons	\$28.00
ND Fraternal Order of Police-State Lodge	\$1,215.00
NDTC	\$1,663.12
Northstar Auto	\$117.00
NSC Minerals	\$3,000.00
O'Reilly's Automotive	\$183.72
Ottertail Power	889.4
Pomp's Tire Service	\$350.96
Quill	\$49.17
Reslock Printing	\$134.27

VENDOR	AMOUNT DUE
Sanitation Products	\$159.06
Senior Meals & Services	\$54.00
Service Tire	\$887.51
Sign Solutions	\$212.92
Stone's Mobile	\$164.07
Sylane Inc.	\$6,872.20
Tailyr Vondal	\$25.00
The Needle's Eye	\$26.00
Toshiba	\$17.70
Total Heating & Air	\$554.10
Track, Inc.	\$913.08
Ultimate Safety Concepts	\$111.25
Usable Life	\$596.84
Water Smith	\$16,003.00
Xpress Bill Pay	\$381.32
Yunker Law Firm	\$8,333.33
TOTAL LIST OF BILLS	\$565,968.29