

Tuesday, September 2, 2025 5:30PM CST

Jobs Development Authority 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 August 18, 2025
- 4) Sale Strategy for Housing Incentive Fund PILOT Program Single Family Homes
- 5) Façade Loan Slumberland Furniture

City Commission Meeting Agenda

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

Meeting Items

- 1) Call to Order
- 2) Approval of Minutes August 18, 2025

Awards and Proclamations

1) Years of Service (5 years) – Clint Lara

Public Hearings – 5:30 PM Bid Openings – 5:30 PM Visitors or Delegations

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

Commission Portfolios

- 1) City Engineer Call for Bids Public Ways Pickup
- 2) City Administrator Review Panel Treasury Management Services RFQ

Old Business

- 1) 2026 Budget General Fund
- 2) Police Department Relocation & City Hall Remodel Due Diligence

Consent Agenda

New Business

- 1) Letter of Intent Stride Development, PBC
- 2) Second Reading of Ordinance 1022 Section 9.72.010 Regulations

- 3) Second Reading of Ordinance 1023 9.72.040 Parental Responsibility
- 4) Second Reading of Ordinance 1024 9.72.050 Penalty-Violation
- 5) Downtown Parking and Enforcement
- 6) Declaration of Surplus Property Ackerman Acres Outlots 30-0062, 30-0063, 30-0064, 30-0065

Citizen Comment

Informational Items

Executive Session

The Devils Lake City Commission will convene in Executive Session this meeting on September 02, 2025 to discuss pending legal matters related to the Memorandum of Agreement between the City of Devils Lake and Spirit Lake Nation pertaining to the City's wellfield site. The City Commission may convene into executive session for attorney consultation regarding this legal matter pursuant to NDCC §§ 44-04-19.1 and 44-04-19.2.

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.

OF THE CITY OF DEVILS LAKE, ND AUGUST 18, 2025

The regular meeting of the Devils Lake Jobs Development Authority was held on August 18, 2025 with the following members present: Jim Moe, Jason Pierce, Joe Knowski, Lisa Uhlenkamp and Rob Hach.

MEETING ITEMS

1) Approval of Minutes – July 21, 2025

Commissioner Hach made a motion to approve the minutes from the June 7, 2025 meeting of the Jobs Development Authority. Commissioner Pierce seconded the motion, and the motion was approved unanimously.

2) RWIP Grant Process Update – Suzie Kenner, Devils Lake Chamber of Commerce

Suzie Kenner, with the Devils Lake Chamber, gave a final update on the RWIP grant. She said everything was closed out on June 30th. She briefly went through the final report and highlighted a few items. At the Devils Lake Career Fair, they had 39 booths last year and plan on doing it again this year on October 9th, 2025, from 4pm-7pm. There were 123 seniors and 135 juniors that met with Ann and the school counselors during the 1-1 meetings. The job shadow program had 67 participants, which was new to Devils Lake. All 523 students went through the summer job fair and they had 43 businesses attend. March 25, 2026, will be the second summer job fair in the gym at the high school. She mentioned that the Devils Lake Chamber website now has a "Live" tab on top, which is an area that came out with the attraction grant, and she gave a brief overview of all the information included. She mentioned that there is a lot of information, so she encourages everyone to go look into it.

3) Pay Application #1 and MDU Invoice Payment Approval

Commissioner Hach made a motion to approve the first pay application and MDU invoice. Commissioner Knowski seconded the motion. The motion was approved unanimously on a roll call vote.

SPENCER HALVORSON	JIM MOE
CITY ADMINISTRATOR/AUDITOR	PRESIDENT OF JOBS DEV. AUTHORITY



STAFF REPORT DEVILS LAKE JDA MEETING SEPTEMBER 02, 2025

Agenda Item: Sale Strategy for Housing Incentive Fund PILOT Program

Single Family Homes

Submitted By: Spencer Halvorson, City Administrator/Auditor

Staff Recommended Action: Approve the sale strategy and authorize City staff to sign

any requested open listing agreements with local realtors

The four homes being constructed by Gleason Companies as part of the Single-Family Housing PILOT program are anticipated to be complete in the spring of 2026. The JDA needs to set clear parameters for the process of selling the homes to prospective buyers. The below strategy for consideration was formulated with the goal to provide a fair and equitable process for all realtors that do business in the City of Devils Lake.

The proposal below was provided to the prominent realtors in town in advance, with no feedback or suggested alternatives communicated.

Sale Process Proposal:

- Minimum purchase price = \$335,000
- Open listing to all realtors
- 4% buyer's commission
- Must be used for primary residency
- Must close on or before August 1, 2026
- Highly encouraged realtors to post on their website
- Offers due March 31, 2026 addressed in envelope to:
 - City of Devils Lake

Attn: Spencer Halvorson

423 6th Street NE

Devils Lake, ND 58301

- Offers for each home will be opened at the April 6th JDA meeting at 5:30pm.
 - If there are multiple equivalent offers on the same home, the JDA will permit a two week window for the competitive buyers to offer the best and final price to be selected at the April 20th JDA meeting.

Staff is also requesting authorization to sign any standard open listing agreement requested by local realtors during the listing window.

Forward Devils Lake 423 6th St NE PO Box 1048 Devils Lake, ND 58301 Forwardevilslakend.com



Brady Ash Executive Director

(701) 662-4933 bradya@dvlnd.com

To: Devils Lake Jobs Development Authority

From: Brady Ash, Forward Devils Lake

Date: **August 26, 2025**

Re: Slumberland Furniture

Slumberland Furniture is a retail furniture and mattress store in downtown Devils Lake. They offer a variety of home furniture from multiple brands.

They are seeking assistance to help with the renovation of their existing Façade on the west side of the store. A graphic has been provided to show what the final product looks like.

An amount of \$10,000 was approved by the Forward Devils Lake Board at its August 20, 2025 meeting. It is recommended that the request be approved for the \$10,000 at 0% interest on a 50-month amortization.

It should be noted that the Façade project was recently completed between the submission of the application and approval by the Forward Devils Lake Board. Please see the attached memo regarding the timing of the application request.

Forward Devils Lake 423 6th St NE PO Box 1048 Devils Lake, ND 58301 Forwardevilslakend.com



Brady Ash
Executive Director

(701) 662-4933 bradya@dvlnd.com

To: Forward Devils Lake Board

From: **Brady Ash, Executive Director**

Date: August 20, 2025

Re: Slumberland Furniture

At the August 20, 2025 Forward Devils Lake board meeting, an application for a Façade loan was presented to the board for Slumberland Furniture, located in Downtown Devils Lake. It was noted in the meeting that the presentation of this application comes after the Façade renovation was completed. The delay of the review in this application was due to the timing of the request by Slumberland, along with a cancellation in a meeting that could have resulted in approval of said request.

A brief meeting was held in the month of June with Slumberland. The owners stated that they are going to be completing a Façade renovation this summer, and they were encouraged to get an application submitted when they were ready. The next FDL board meeting was held July 16th. After this meeting was when Slumberland stated they wanted to apply. The regular August 4th meeting was cancelled due to the Executive Director having an out-of-town conference to attend, which delayed discussion of this application.

The board concluded to treat this request as any other, with noting the timing between the application submission, the finishing of the Façade renovation, and when the board could next meet. An amount of \$10,000 was approved at 0% interest with on a 50-month amortization.



Forward Devils Lake Project / Loan Application

(Check One) PACE Loan FlexPACE Loan Small Bus Revolving Loan Façade Industrial Park
Business Name: Beam Reach Inc Us Shurbold Project Title: 2025 Facade Facelite
Address: 310 4th Ave NE Devils Lake ND 58301
Contact Person: Brett Stetlan / Tasha Faighty Phone: 701-662-3500
E-mail: brett, Steffen (a Shumberland.com
Amount Requested: \$10,000 Project total: \$60,000 estimated
Program Guidelines:

- The applicant must conform to all of Bank of North Dakota's guidelines if they should apply to this loan. BND guidelines available at: http://banknd.nd.gov/lending_services/business_financing_programs/business_incentive_programs.html
- The amount of the incentive is limited to the appropriate loan program guidelines in place as of the date of this application.
- Project must start within 6 months of FDL approval for the project.
- Forward Devils Lake Executive Board of Directors reserves the right to review and change the guidelines as needed.
- All costs associated with the closing will be paid by the applicant/buyer, i.e., legal review, recording fees, etc.
- A requirement of all loans is for FDL to have a second mortgage or lien if appropriate and a promissory note will be put in place with all documents being recorded with the county. FDL would also have a personal guarantee on the loan if required by the loan programs guidelines.
- If this application is for Industrial park property purchase if the buyer does not build within two years from the purchase agreement date the title will revert to the seller.
- Buyer cannot sell the property without first constructing a building on the property and operating a business on the property.
- FDL would have a second mortgage or lien on any project.
- All costs associated with any property/loan closing will be paid by the applicant, i.e., legal review, recording fees, etc.
- Forward Devils Lake Board of Directors reserves the right to review and change the guidelines as needed.

Documents needed for approval:

Bank approval letter - N/4 Estimated total cost of project
Business Plan / Photos of finished product

Additional documentation as needed if required or stated in the specific loan guidelines.

The undersigned states that he/she is duly authorized to verify the foregoing application, that he/she has read the same and is familiar with the statements contained herein and that the same are true in substance and in fact. The undersigned further agrees that if awarded funds from Forward Devils Lake, the funds will either be directly paid to the vendor listed in the budget or reimbursed to the grantee upon proof of cancelled check(s) and appropriate receipts. Forward Devils Lake is authorized to contact my existing creditors to verify good standing.

Signature of Applicant 7-29-25

Brett Stellan Printed Name of Applicant



Executive Summary

Requested acreage needed if Industrial Park App	lication:
What types of infrastructure will be needed for ye	our project? (Circle all that are applicable)
Rail - City Water - City Sewer - Electric	city – Natural Gas – Hwy 2 Access – Other
Total Square Feet of Building:	45747 Industry Type: Home Furniture Soles
When will construction start: 7/1/2025	Estimated completion date: $8/6/205$
What is the outline of the proposed project?	Remove Old Signage and Metal punel facade.
Slumberland Furniture Sign.	uphlad colors. Instell new updated
	ne goods/Furnihra Retaril
The products or services provided by the busine	ess are? Home Furnishings (Furniture, bods, lamps, th.)
The local competitors of your business are?	St. Michael Furniture
How does your business differ from your comp	etitors? We often different brands and exceptual Sen
What percent of your business income is from I	Devils Lake? 70% - 80%
Estimate how many current & new jobs will thi	s create?
Full Time- Current Future Part Time- Current Future	
If new jobs are created, what will be the average	e annual salary of the new jobs?
If financing what is the preferred loan term in y	ears? 2-3 years
TO BE CO	MPLETED BY FDL DIRECTOR
Applicant's Name and Title	Date
FDL Board Approval	Date
Date project completed	Final total cost of project
Date of loan closing Signed:	Forward Devils Lake – Executive Director
	Forward Devils Lake - Executive Director





slumberland

HOME | SLEEP | DÉCOR



Proposal

Sig Olson & Sons Plastering, Inc. 1923 27th St S, Moorhead, MN 56560 P: 218-233-1349 F: 218-233-8030 C: 701-866-8154

E-mail: Roger@sigolsonandsons.com MN License #BC005934 ND License #1193

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Proposal	20250417

Page

April 17, 2025

PROPOSAL SUBMITTED TO		ATTN:	PHONE				
Slumberland Furniture		Taska Foughty	701-662-3500				
ADDRESS	25 (Sec.) 64 (Sec.)	E-MAIL ADDRESS OTHER PHONE					
310 4th Ave NE		Taska.Foughty@slumberland.com					
CITY, STATE AND ZIP CODE		JOB NAME					
Devils Lake, ND 58301		Storefront Renovatio	n with EIFS				
ARCHITECT	DATE OF PLANS	JOB LOCATION	***				
!NA		310 4th Ave NE, Devils Lake, ND 58301					

We hereby submit specifications and estimates for:

Storefront Renovation as follows:

I'We will furnish labor, equipment and materials to remove the wall panels at the front façade and the 12' return on the left side, and replace them with a 2" insulation thickness Dryvit System (EJFS) with Sandpebble Finish in colors as selected by owners. This includes refinishing at the base where the wall extends from the sidewalk level to the bottom of the storefront windows.

Signage must be removed by others prior to our work beginning, and our work is expected to take place in the summer of 2025. If, during the demolition of the metal panels, we uncover conditions which require special attention, we will let you know and give you time to rectify the conditions. If we can rectify them, lwe will, and bill any added cost as a change order to this bid.

-Note that a new wall cap will likely be necessary and is not included in this bid. This work would be completed by a roofing contractor.

-Notwithstanding anything to the contrary in this agreement, Sig Olson & Sons Plastering, Inc., may assign this contract to a third party with written notice to the customer.

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

Fourty-three thousand nine hundred twenty-eight and no/100

\$43,928,00

Payment to be made as follows:

Terms: Net due on receipt of our emailed invoice. Billing may be split over two months.

Terms and Conditions:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature:

Roger Olson, President-Treasurer

Note: This proposal may be withdrawn by

us if not accepted within

days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Quote No. 15969

July 22, 2025 Page 1 of 4 'indigo

SR

PΜ

Nick Cox

Caitlynd Evans

Customer Slumberland Furniture

Reference Convert letters to LED

Bill to

Slumberland Furniture

Brett Steffan 310 4th Ave NE Devils Lake, ND 58301

US

Valid Until 09/20/2025

N/A

F.O.B.

Terms

T: 701-200-2572

Upon receipt

Email: brett.steffan@slumberland.com

Revision Date 07/22/2025

Revision No

Ship to

Slumberland Furniture

Brett Steffan 310 4th Ave NE Devils Lake, ND 58301

US

Lead Time

Ship Method

T: 701-200-2572

Email: brett.steffan@slumberland.com

Prevailing Wage No. Item Description Qty **UOM** 1. Convert Channel Letters to LED Remove existing LED from letters. 1 each Provide & Install: new LED lighting and power supplies Letters: Slumberland FURNITURE THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, CRATING Subtotal 4,239.00 AND/OR SHIPPING OR TAX UNLESS SPECIFICALLY STATED. SALES TAXES WILL BE FINALIZED ON INVOICE. Total 4,239.00 Quote Valid Until: September 20, 2025 By signing below, I approve and authorize this quote and acknowledge that I have read and agree to the attached terms and conditions. Brett Steffan 07/24/2025 Approved by Submitted by Date Date **Brett Steffan Print Name**

Indigo Signworks, Inc. Quote terms:

Indigo Signworks, Inc. (the "Company") proposes to furnish all the materials and perform all the labor necessary for the completion in the Quote for quote addressee ("Customer").

- 1. **Start of Quoted Work**: All material will be provided as specified above, as well as identified in the Company's final drawings and/or specifications submitted for the above work, which is must also be finalized and accepted by Customer prior to the manufacture, delivery, installation or service of any sign or other equipment.
 - a. Customer will receive a separate approval for the final drawing and specifications of project.

2. Scope of Quote price:

- a. The Quote price does not include any services or allowances for electrical hookup, permits, engineering or other items, unless and as specifically itemized in the total quote amount identified above. Customer is responsible for these items and costs.
- b. Applicable taxes are also the sole liability of the Customer, even when not itemized on the final invoice.
- c. Indigo will include any government tariffs, charges or fees on imported materials used on the final invoice.
- 3. **Expiration Date of Quote:** This quote will expire if not accepted by Customer within 60 days of the date of issuance and will require a new quote to be written.

4. Payment Terms:

- a. Applicable Sales Taxes will be resolved on final invoice.
- b. All credit card transactions are subject to a processing fee of 3%. The Company's external credit card service will assess the fee at the time of the payment. Any Customer provided one-time credit card payment will need to be grossed up by the 3% processing fee to be accepted.
- c. Deposit: For all orders over \$2,500 require a 50% deposit prior to commencement of work.
- d. Terms: Due upon receipt, unless mutually agreed upon by both parties.
- 5. **Sales Tax Exemption Notification and Documentation**: Customer is responsible to notify Company at time of Quote if either the entire entity or specific project is not subject to Sales Tax. Customer must provide a current sales tax exemption for the appropriate state(s), if not already provided to Company, at time of acceptance of Quote.
- 6. **Quote Acceptance and Agreement Creation:** Acceptance by Customer of this Quote and post-acceptance drawings and/or specifications ("specifications") creates Company's Agreement to provide the goods and services as specified therein. No work will begin until the signed Quote and deposit, as required, have been received, and no delivery or installation will begin until Customer signs and returns the company's project specifications.
- 7. **Post Acceptance modifications.** Any proposed alteration from the agreed-upon specifications will be considered and accommodated when possible. Any such quote involving extra costs will become part of our Agreement only written, signed change order(s), and will become an extra charge to Customer, over and above the original Quote.

ELECTRONIC ACCEPTANCE OF QUOTE

Customer Acceptance: The Customer agrees to the Quote scope, prices, specifications, and conditions are satisfactory and are hereby accepted. The Customer validates it is authorized to do the work as specified. The Customer agrees to make payment, if required, as outlined above.

Company Acceptance: Upon receipt of the Customer acceptance, the Company will send an electronic acceptance and final copy of Quote and accompanying Agreement.

Indigo Signworks, Inc. Terms of Sale Agreement:

Please review the following terms of sale carefully, which will govern and control the provision of materials and services ("Project") under our Agreement. Company and Customer agree that:

- 1. **Scope of Agreement:** All provisions in regard to the Project and the Company's Agreement to provide goods and services included in the Quote are as contained in this Agreement, which supersedes and replaces any prior or other quotes, documents or other oral or written communications of any nature.
- 2. **Agreement Modifications**: This Agreement may only be amended or waived by a written Agreement Amendment identifying such modifications to Project and related price. Amendment must be signed, either electronically or physical, by executive officers or other authorized representatives of company and Customer. The Project specifications are incorporated by reference herein.

3. **R C**ustomer responsibilities:

orizaranza Permits. Customer shall secure all necessary permits from the building owner, governmental subdivisions and/or others whose permission is required for the installation of the sign and said shall be liable for any costs obstruction or delay of

delivery due to delay in obtaining such permission, and if Customer executes this Agreement without obtaining all required pre-installation third party permissions or authorizations, Customer shall be fully and solely liable for all costs and consequences of such failure, and shall fully indemnify, defend and hold company harmless from any liability, damages or claims without demand or other action by company. Company also reserves the rights to remove and store signage or other materials at Customer's expense.

- b. Service Feed: Customer agrees to provide service feed wire of suitable capacity and approved to location of display in advance of installation and make connection thereof to display.
- c. Pier Drilling: When pier drilling is necessary, the Company will be responsible for locating the public utilities. Location and marking of private utilities is the sole responsibility of the Customer. In the event of an underground obstruction is encountered in the drilling process, regardless of its nature, to the point where special equipment is required, additional monies may be required to complete the work, and Company will provide a good faith estimate to Customer on request.
- d. Billing Information: Customer must provide at time of quote all relevant information to process payment, including, but not limited to pay applications, purchase order numbers, valid e-mail for billing and all tax-exempt certificates. Failure to provide all required billing information will not result in extended payment terms nor an exclusion from suspension of activity, per Section 6c.
- e. Sales Tax Exemption: Customer must provide notification to Company if the entity or project is not subject to Sales Tax. Customer must provide current sales tax exemption certificates for tax to be excluded.

4. Company responsibilities

- a. Project work: The Project will be provided in a professional and workmanlike manner. The Company will be responsible for procuring all items under its responsibility. The Company will not be obligated to begin procurement of material or services or scheduling of work on any Quote prior to the receipt of the deposit.
- b. Warranty Passthrough: Company will provide wherever possible any passthrough of manufacturer's limited warranties on equipment or other materials to be sold and installed hereunder. Company makes no other warranties, express or implied, and disclaims all other warranties, including, without limitation any implied warranties of merchantability or fitness for a particular purpose on external manufacturer equipment or materials. Some states do not allow the exclusion or limitation of certain warranties, so these may not apply to you.
- c. Company Warranty: Indigo Signs will repair or replace any product that fails due to faulty material or workmanship for two years from the date of Project invoice.
 - i. This warranty implies all signage provided by Indigo signs will be free of defects due to workmanship and materials, including but not limited to peeling, delamination, and installation.
 - ii. Indigo Signs agrees to repair all defects that develop during the warranty period at no cost to the owner, including all labor and materials. Any part found to be defective due to faulty materials and/or workmanship within two years shall be replaced by Indigo Signs.
 - iii. In cases where a manufactured part has a warranty longer than two years, Indigo Signs will stand behind the manufacturer's warranty for the part(s); however, labor fees will be incurred.
 - iv. Indigo Signs will not assume responsibility for damage caused by careless handling, improper installation techniques by others, misuse, vandalism, severe weather, normal fading, or where others have attempted repairs or alterations.
 - v. Warranty Exclusions: Products classified as temporary, which include, but not limited to Banners and painting performed in the field. Vehicle graphics are excluded due to uncontrollable circumstances of use and road conditions.
 - vi. Product Returns: Returns must be preauthorized by an authorized Company representative and shipped to a location as designated by the Company along with the original invoice. Part returns may be subject to restocking fee.
 - vii. Custom Signs: Upon agreement by both parties, Indigo Signs may allow a discounted price for defective merchandise should the customer elect to accept product as-is or repair product at their own expense.
- 5. **Payment terms:** Payment terms will be defined upon the final invoice.
 - a. Applicable Sales Taxes will be resolved on final invoice for the following U.S. states: North Dakota, Minnesota, Wisconsin and South Dakota. Any Invoices outside these named states, any applicable Sales or Use tax based upon the product or service delivered will be the responsibility of the Customer.
 - b. All credit card transactions are subject to a processing fee of 3%. The Company's external credit card service will assess the fee at the time of the payment. Any Customer provided one-time credit card payment will need to be grossed up by the 3% processing fee to be accepted.
- 6. Payment Default: Upon default in the timely payment of any sums due under our Agreement, company may, at its option,
 - a. Declare the entire balance price fully due and payable without further notice to Customer; and when declared,
 - b. Customer agrees to pay interest on said balance, when declared due at the rate of 1.0% per month or the highest rate allowed by law, whichever is lower.
- c. Customers with cumulative balances which are both over 60 days past due and \$5,000 will have all activity suspended on any outstanding quotes/orders until the balances are fully paid. Past due balances that are the result of unresolved warranty issues which are solely Company responsibility or normal retainage withheld by General Contractors will be excluded.

- d. Customer agrees to pay or reimburse company's reasonable attorney's fees or other costs of collection or other enforcement of this Agreement.
- e. In addition to all its other available rights and remedies, title to electrical signs, signposts and other materials **shall remain in the Company** as security for full payment of all amounts due hereunder. Risk of damage and loss shall pass to Customer on delivery, without impact on company's rights to enforce any right or remedy hereunder.
- f. On request, Customer agrees to provide company with written authorization to de-install and remove any such materials and to provide full cooperation to company and its agents.
- g. Company also reserves its rights to file any allowable lien under applicable state law for recovery of any past due unpaid amounts recoverable under this Agreement.
- 7. **Assignment:** Customer shall not assign this Agreement or any part without the prior written consent of company, which shall be provided in cases where full payment of all amounts due hereunder has been received. Subject to the foregoing, all terms and conditions of this Agreement shall be binding upon the parties and their respective successors, permitted assigns or other legal representatives.
- 8. **Governing Law:** This Agreement will be governed by the internal laws of the state of North Dakota, without regard for applicable conflicts of law principles. Customer irrevocably consents to the jurisdiction and venue of the applicable federal or state courts located in Cass County, North Dakota and waives objections to venue.
- 9. **Effective Date:** This Agreement does not become effective until the Customer has signed and returned the Quote and Company has provided a countersignature by a company officer or other authorized representative.
- 10. Acceptance: The acceptance of this Agreement is included as part of the accompanying Quote.



Quote No. 15969

July 22, 2025 Page 1 of 4



SR

PΜ

Nick Cox

Caitlynd Evans

Customer Slumberland Furniture

Reference Convert letters to LED

Bill to

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Indigo Signworks, Inc. (the "Company") proposes to furnish all the materials and perform all the labor necessary for the completion in the Quote for quote addressee ("Customer").

- 1. **Start of Quoted Work**: All material will be provided as specified above, as well as identified in the Company's final drawings and/or specifications submitted for the above work, which is must also be finalized and accepted by Customer prior to the manufacture, delivery, installation or service of any sign or other equipment.
 - a. Customer will receive a separate approval for the final drawing and specifications of project.

2. Scope of Quote price:

- a. The Quote price does not include any services or allowances for electrical hookup, permits, engineering or other items, unless and as specifically itemized in the total quote amount identified above. Customer is responsible for these items and costs.
- b. Applicable taxes are also the sole liability of the Customer, even when not itemized on the final invoice.
- c. Indigo will include any government tariffs, charges or fees on imported materials used on the final invoice.
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- c. Deposit: For all orders over \$2,500 require a 50% deposit prior to commencement of work.
- d. Terms: Due upon receipt, unless mutually agreed upon by both parties.
- 5. **Sales Tax Exemption Notification and Documentation**: Customer is responsible to notify Company at time of Quote if either the entire entity or specific project is not subject to Sales Tax. Customer must provide a current sales tax exemption for the appropriate state(s), if not already provided to Company, at time of acceptance of Quote.
- 6. **Quote Acceptance and Agreement Creation:** Acceptance by Customer of this Quote and post-acceptance drawings and/or specifications ("specifications") creates Company's Agreement to provide the goods and services as specified therein. No work will begin until the signed Quote and deposit, as required, have been received, and no delivery or installation will begin until Customer signs and returns the company's project specifications.
- 7. **Post Acceptance modifications.** Any proposed alteration from the agreed-upon specifications will be considered and accommodated when possible. Any such quote involving extra costs will become part of our Agreement only written, signed change order(s), and will become an extra charge to Customer, over and above the original Quote.

ELECTRONIC ACCEPTANCE OF QUOTE

Customer Acceptance: The Customer agrees to the Quote scope, prices, specifications, and conditions are satisfactory and are hereby accepted. The Customer validates it is authorized to do the work as specified. The Customer agrees to make payment, if required, as outlined above.

Company Acceptance: Upon receipt of the Customer acceptance, the Company will send an electronic acceptance and final copy of Quote and accompanying Agreement.

Indigo Signworks, Inc. Terms of Sale Agreement:

Please review the following terms of sale carefully, which will govern and control the provision of materials and services ("Project") under our Agreement. Company and Customer agree that:

- 1. **Scope of Agreement:** All provisions in regard to the Project and the Company's Agreement to provide goods and services included in the Quote are as contained in this Agreement, which supersedes and replaces any prior or other quotes, documents or other oral or written communications of any nature.
- 2. **Agreement Modifications**: This Agreement may only be amended or waived by a written Agreement Amendment identifying such modifications to Project and related price. Amendment must be signed, either electronically or physical, by executive officers or other authorized representatives of company and Customer. The Project specifications are incorporated by reference herein.

3. **g C**ustomer responsibilities:

orizaranza Permits. Customer shall secure all necessary permits from the building owner, governmental subdivisions and/or others whose permission is required for the installation of the sign and said shall be liable for any costs obstruction or delay of

delivery due to delay in obtaining such permission, and if Customer executes this Agreement without obtaining all required pre-installation third party permissions or authorizations, Customer shall be fully and solely liable for all costs and consequences of such failure, and shall fully indemnify, defend and hold company harmless from any liability, damages or claims without demand or other action by company. Company also reserves the rights to remove and store signage or other materials at Customer's expense.

- b. Service Feed: Customer agrees to provide service feed wire of suitable capacity and approved to location of display in advance of installation and make connection thereof to display.
- c. Pier Drilling: When pier drilling is necessary, the Company will be responsible for locating the public utilities. Location and marking of private utilities is the sole responsibility of the Customer. In the event of an underground obstruction is encountered in the drilling process, regardless of its nature, to the point where special equipment is required, additional monies may be required to complete the work, and Company will provide a good faith estimate to Customer on request.
- d. Billing Information: Customer must provide at time of quote all relevant information to process payment, including, but not limited to pay applications, purchase order numbers, valid e-mail for billing and all tax-exempt certificates. Failure to provide all required billing information will not result in extended payment terms nor an exclusion from suspension of activity, per Section 6c.
- e. Sales Tax Exemption: Customer must provide notification to Company if the entity or project is not subject to Sales Tax. Customer must provide current sales tax exemption certificates for tax to be excluded.

4. Company responsibilities

- a. Project work: The Project will be provided in a professional and workmanlike manner. The Company will be responsible for procuring all items under its responsibility. The Company will not be obligated to begin procurement of material or services or scheduling of work on any Quote prior to the receipt of the deposit.
- b. Warranty Passthrough: Company will provide wherever possible any passthrough of manufacturer's limited warranties on equipment or other materials to be sold and installed hereunder. Company makes no other warranties, express or implied, and disclaims all other warranties, including, without limitation any implied warranties of merchantability or fitness for a particular purpose on external manufacturer equipment or materials. Some states do not allow the exclusion or limitation of certain warranties, so these may not apply to you.
- c. Company Warranty: Indigo Signs will repair or replace any product that fails due to faulty material or workmanship for two years from the date of Project invoice.
 - i. This warranty implies all signage provided by Indigo signs will be free of defects due to workmanship and materials, including but not limited to peeling, delamination, and installation.
 - ii. Indigo Signs agrees to repair all defects that develop during the warranty period at no cost to the owner, including all labor and materials. Any part found to be defective due to faulty materials and/or workmanship within two years shall be replaced by Indigo Signs.
 - iii. In cases where a manufactured part has a warranty longer than two years, Indigo Signs will stand behind the manufacturer's warranty for the part(s); however, labor fees will be incurred.
 - iv. Indigo Signs will not assume responsibility for damage caused by careless handling, improper installation techniques by others, misuse, vandalism, severe weather, normal fading, or where others have attempted repairs or alterations.
 - v. Warranty Exclusions: Products classified as temporary, which include, but not limited to Banners and painting performed in the field. Vehicle graphics are excluded due to uncontrollable circumstances of use and road conditions.
 - vi. Product Returns: Returns must be preauthorized by an authorized Company representative and shipped to a location as designated by the Company along with the original invoice. Part returns may be subject to restocking fee.
 - vii. Custom Signs: Upon agreement by both parties, Indigo Signs may allow a discounted price for defective merchandise should the customer elect to accept product as-is or repair product at their own expense.
- 5. **Payment terms:** Payment terms will be defined upon the final invoice.
 - a. Applicable Sales Taxes will be resolved on final invoice for the following U.S. states: North Dakota, Minnesota, Wisconsin and South Dakota. Any Invoices outside these named states, any applicable Sales or Use tax based upon the product or service delivered will be the responsibility of the Customer.
 - b. All credit card transactions are subject to a processing fee of 3%. The Company's external credit card service will assess the fee at the time of the payment. Any Customer provided one-time credit card payment will need to be grossed up by the 3% processing fee to be accepted.
- 6. Payment Default: Upon default in the timely payment of any sums due under our Agreement, company may, at its option,
 - a. Declare the entire balance price fully due and payable without further notice to Customer; and when declared,
 - b. Customer agrees to pay interest on said balance, when declared due at the rate of 1.0% per month or the highest rate allowed by law, whichever is lower.
- c. Customers with cumulative balances which are both over 60 days past due and \$5,000 will have all activity suspended on any outstanding quotes/orders until the balances are fully paid. Past due balances that are the result of unresolved warranty issues which are solely Company responsibility or normal retainage withheld by General Contractors will be excluded.

- d. Customer agrees to pay or reimburse company's reasonable attorney's fees or other costs of collection or other enforcement of this Agreement.
- e. In addition to all its other available rights and remedies, title to electrical signs, signposts and other materials **shall remain in the Company** as security for full payment of all amounts due hereunder. Risk of damage and loss shall pass to Customer on delivery, without impact on company's rights to enforce any right or remedy hereunder.
- f. On request, Customer agrees to provide company with written authorization to de-install and remove any such materials and to provide full cooperation to company and its agents.
- g. Company also reserves its rights to file any allowable lien under applicable state law for recovery of any past due unpaid amounts recoverable under this Agreement.
- 7. **Assignment:** Customer shall not assign this Agreement or any part without the prior written consent of company, which shall be provided in cases where full payment of all amounts due hereunder has been received. Subject to the foregoing, all terms and conditions of this Agreement shall be binding upon the parties and their respective successors, permitted assigns or other legal representatives.
- 8. **Governing Law:** This Agreement will be governed by the internal laws of the state of North Dakota, without regard for applicable conflicts of law principles. Customer irrevocably consents to the jurisdiction and venue of the applicable federal or state courts located in Cass County, North Dakota and waives objections to venue.
- 9. **Effective Date:** This Agreement does not become effective until the Customer has signed and returned the Quote and Company has provided a countersignature by a company officer or other authorized representative.
- 10. Acceptance: The acceptance of this Agreement is included as part of the accompanying Quote.



OF THE CITY OF DEVILS LAKE, ND AUGUST 18, 2025

The regular meeting of the Devils Lake City Commission was held on August 18, 2025 with the following members present: President Moe and Commissioners Hach, Pierce, Knowski, and Uhlenkamp.

MEETING ITEMS

- 1) Call to Order
- 2) Approval of Minutes August 4, 2025

Commissioner Knowski made a motion to approve the minutes of the August 4, 2025 City Commission meeting. Commission Uhlenkamp seconded the motion, and the motion was approved unanimously.

AWARDS AND PROCLAMATIONS

PUBLIC HEARINGS – 5:30 PM

- 1) Public Hearing Change of Zoning 7965 County Rd 1 Blake
 - a. Recommendation to Approve Change of Zoning 7965 County Rd 1 Blake

Commissioner Pierce made a motion to approve the recommendation for change of zoning at 7965 County Rd 1 – Blake. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously.

- 2) Public Hearing Conditional Use Permit 7933 County Rd 1 Reese
 - a. Recommendation to Approve Conditional Use Permit 7933 County Rd 1 Reese

Commissioner Pierce made a motion to approve the recommendation for a conditional use permit at 7933 County Rd 1. Commissioner Hach seconded the motion, and the motion was approved unanimously.

BID OPENINGS – 5:30 PM

VISITORS OR DELEGATIONS

COMMISSION PORTFOLIOS

Commissioner Pierce – The Fire Chief communicated that they are working on preparing for the tri-annual event at the airport, which will take place on August 26th at 10am. They are hoping to schedule some interviews for Friday. There is a fire investigator training class that is happening in Mandan. The National Night Out will be happening sometime in September. Their annual open

house information will be going out soon. They will also be bringing a firetruck to the block party for LRSC.

President Moe, on behalf of the city, gave condolences to the family of Alvin Schroeder in light of his recent passing.

Commissioner Uhlenkamp – The City Engineer said that there was a spike in mosquito counts a little over a week ago. The department has been doing morning and night ground spraying. Commissioner Knowski asked if we kept track of the trap numbers year-to-year. The City Engineer mentioned that we have records of when we sprayed, but the count information was not as readily available as it is now. They are also still working on striping the roadways.

Commissioner Hach – The Airport Manager communicated that the tri-annual event is coming up next Tuesday. They are still looking for volunteers for the aircraft crash stimulation exercise. They are also going to be getting a backup ARFF truck. Grand Forks is actively pursuing getting a route to Denver. The Airport Manager mentioned that there is nothing to be scared of because SkyWest will more than likely pull out. The Essential Air Service is what really helps Devils Lake, which Grand Forks is not eligible for. There is not an update for the Sanitation Department. The Engineering Department is submitting a grant to the NDDOT to try to secure some funding for roadways in the industrial park. They submitted this grant in the past and were not successful but are going to submit again.

The City Assessor communicated that he had the State Board of Equalization last week in Bismarck.

Commissioner Knowski – The City Engineer said that there is not an update for the Utility Department.

President Moe – The Police Chief communicated school starts tomorrow. SRO Dallas will be at the High School and SRO Scheen will be at CMS.

The City Administrator communicated that he went to a city manager conference in Montana. He mentioned that other states are having some of the same issues we are having with downtown loitering.

He mentioned that over the past year the city has had conversations with Stride Development, PBC regarding the development potential of the city-owned parking lot west of the Post Office. There have been a couple of meetings with the Senior Meals board regarding the potential for a new home for Senior Meals and Services. It was mentioned that city administration and Mayor Moe intend to meet with the Senior Meals and Services Boad on Wednesday to discuss the concept, potential, and create a clear path forward. A letter of intent between the developer and the city will be presented to the City Commission at the September 2nd meeting to further commit both parties.

He also communicated that at the beginning of every even numbered year the city is required to designate its depositor of public funds. The city currently banks with Bremer Bank, which is now

a branch of Old National. He mentioned that this usually happens in November, but due to the transition from Bremer Bank to Old National, it is recommended to expedite the proposal process. Commissioner Pierce made a motion to approve the recommendation for the request for qualification for treasure management services. Commissioner Uhlenkamp seconded the motion. The motion was approved unanimously on a roll call vote.

OLD BUSINESS

1) 2026 Budget – General Fund

President Moe mentioned that the preliminary budget was approved with a -\$120,000 deficit and that he wants to put forward a balanced budget. Use full max cap of property tax levy permitted by North Dakota Century Code, raise sales tax percentage allocated to the General Fund from 42.75% to 44.00%, reduce the transfer from the General Fund to the Police Department Equipment Reserve from \$25,000 to \$15,000, and the financial support to outside organizations are the items to be looked at. Commissioner Pierce asked where the additional sales tax allocation would be coming from. The City Administrator said that it would come from one of the bond fund (5476). Discussion continued on the sales tax allocations and the 2026 budget. Commissioner Pierce made a motion to proceed with what is being presented. Commissioner Knowski seconded the motion. Commissioner Knowski asked why the amount does not get changed in the ordinance. The City Administrator mentioned that the sales tax purposes were amendments to the home rule charter, so if the city that changed, if would have to go to the citizens of Devils Lake for a vote. The motion was approved unanimously.

2) NDPERS Public Safety Plan – Fire Department

The City Administrator mentioned that transferring the Fire Department employees to the Public Safety plan is doable. When the city first enrolled, firefighters were not eligible for this plan but in 2017 they became eligible. Commissioner Pierce mentioned that Chief Bennett would like to transition to the public safety plan for the fire department. Commissioner Pierce made a motion to approve transitioning the Fire Department to the NDPERS Public Safety Plan. Commissioner Hach seconded the motion. The motion was approved unanimously on a roll call vote.

3) Police Department Relocation & City Hall Remodel Due Diligence

The City Administrator gave a brief overview of the options that are being looked into for relocating the police department. The four options that were presented will give a good idea of costs associated with relocating the Police Department. The City Administrator provided an overview of current inadequacies in the physical building at City Hall and requested authorization for staff to engage in architectural services for a two-phased remodel of City Hall. Commissioner Pierce made a motion to authorize the city staff to engage in architectural services for a two-phased remodel of City Offices. Commissioner Uhlenkamp seconded the motion. The motion was approved unanimously on a roll call vote.

CONSENT AGENDA

NEW BUSINESS

1) Second Reading of Ordinance 1019 – Chapter 973 Tobacco, Electronic Smoking Devices, Alternative Nicotine Products

A second reading of Ordinance 1019 was held. Commissioner Knowski made a motion to approve Ordinance 1019 – Chapter 973 Tobacco, Electronic Smoking Devices, Alternative Nicotine Products. Commissioner Hach seconded the motion, and the motion was approved unanimously.

2) Second Reading of Ordinance 1020 - Vaping

A second reading of Ordinance 1020 was held. Commissioner Pierce made a motion to approve Ordinance 1020 – Vaping. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously.

3) Second Reading of Ordinance 1021 – Section 10.16.441 Use of Safety Belts Required in Certain Motor Vehicles

A second reading of Ordinance 1021 was held. Commissioner Uhlenkamp made a motion to approve Ordinance 1021 – Section 10.16.441 Use of Safety Belts Required in Certain Motor Vehicles. Commissioner Pierce seconded the motion, and the motion was approved unanimously.

4) First Reading of Ordinance 1022 – Section 9.72.010 Regulations

A first reading of Ordinance 1022 was held.

5) First Reading of Ordinance 1023 – 9.72.040 Parental Responsibility

A first reading of Ordinance 1023 was held.

6) First Reading of Ordinance 1024 – 9.72.050 Penalty-Violation

A first reading of Ordinance 1024 was held.

7) Opioid Litigation – Purdue Pharma Proposed Bankruptcy Plan and Settlement & Nationwide Settlement Agreements

The City Administrator communicated that this is related to the class action lawsuit nationwide. Commissioner Knowski make a motion to approve the bankruptcy plan as stated. Commissioner Pierce seconded the motion, and the motion was approved unanimously.

8) Pay Estimate #1 – 2025 Curb, Gutter, & Sidewalk

Commissioner Pierce made a motion to approve pay estimate #1 for 2025 Curb, Gutter, & sidewalk. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously on a roll call vote.

9) Pay Estimate #1 – City Project 250102 – SI 83-25, SI 84-25

Commissioner Pierce made a motion to approve pay estimate #1 for City Project 250102 – SI 83-25, SI 84-25. Commissioner Hach seconded the motion, and the motion was approved unanimously on a roll call vote.

10) Pay Estimate #13 - City Project 230201 – Watermain Replacement 28-23 & 29-23

Commissioner Pierce made a motion to approve pay estimate #13 – City Project 230201 – Watermain Replacement 28-23 & 29-23. Commissioner Knowski seconded the motion, and the motion was approved unanimously on a roll call vote.

CITIZEN COMMENT

INFORMATIONAL ITEMS

1) July 2025 Financial Report

LIST OF BILLS

Commissioner Uhlenkamp made a motion to approve the list of bills as submitted. Commissioner Hach seconded the motion, and the motion was approved unanimously on a roll call vote.

SPENCER HALVORSON JIM MOE
CITY ADMINISTRATOR/AUDITOR PRESIDENT OF CITY COMMISSION

City of Devils Lake - Engineering 423 6th St NE PO Box 1048 Devils Lake, ND 58301 701.662.7600 Ex. 2



Date: August 25, 2025

To: President Moe and City Commissioners

From: Mike Grafsgaard, City Engineer/Public Works Director

Re: Authorization to Call for Bids

I hereby request authorization to call for bids for a pickup for the Public Ways Department. This is a budgeted item for the year 2025.



STAFF REPORT CITY COMMISSION MEETING AUGUST 18, 2025

Agenda Item:	2026 City Budget – General Fund
Submitted By:	Spencer Halvorson, City Administrator/Auditor
Staff Recommended Action:	Consider the budgetary changes to the City's General Fund for the 2026 Budget

The City approved its Preliminary 2026 Budget at its last regular meeting. The City has been discussing fixed revenue and expense pressures on the General Fund throughout the 2026 budget process and the preliminary budget was approved with a -\$120,000 deficit.

In the effort to put forward a balanced budget for the Commission's consideration, in consultation with President Moe (Finance Commissioner) and Commissioner Hach (Council VP), the following is put forward for consideration for the full City Commission:

- Use full max cap of property tax levy permitted by North Dakota Century Code
- Raise sales tax percentage allocated to the General Fund from 42.75% to 44.00%. This is the maximum sales tax percentage that can be dedicated to the General Fund. (\$55,000)
- Reduce the transfer from the General Fund to the Police Department Equipment Reserve from \$25,000 to \$15,000. (\$10,000)
- A review of financial support to outside organizations was conducted with the following changes are put forward for consideration:

Support to outside organizations	Now	Pı	roposed	Change	Notes
LRHC	\$ 43,331	\$	43,331	\$ -	
Senior Center & Veteran Rides	\$ 26,312	\$	26,312	\$ -	
Homeless Shelter	\$ 10,000	\$	-	\$ 10,000	
Midstate Volunteer Program	\$ 6,000	\$	6,000	\$ -	
Rodeo	\$ 10,000	\$	5,000	\$ 5,000	
Fireworks	\$ 23,000	\$	-	\$ 23,000	
LR UAS Team	\$ 7,500	\$	-	\$ 7,500	
Lake Access/Anglers*	\$ 10,000	\$	-	\$ 10,000	move to 2034
	\$ 136,143			\$ 55,500	

The above changes result in a total of \$120,500 and will bring the General Fund to balance.

Effected funds due to the above changes are included.

1000	CENEDAL FUND						
1000	GENERAL FUND		ACTUAL	ACTUAL	FORECAST	BUDGET	
000	NON-DEPARTMENTAL		2023	2024	2025	2026	-
	GENERAL PROPERTY TAXES		1,504,814	1,478,206	1,748,500		Full 3% Cap
31410	SALES TAX (4.414M X 44%)		1,699,734	1,808,039	1,843,380	1,942,160	
32110	BEER & LIQUOR LICENSE		46,000	44,360	48,000	46,000	
32210	ANIMAL LICENSE & IMPOUND		662	1,345	2,000	2,000	
32230	BUILDING PERMITS		11,664	34,913	16,500	16,500	
32240	BUILDING PERMITS (EXT. TERRITORIAL)		5,102	14,034	4,000	4,000	
32250	EXCAVATION PERMITS		-	_	0	-	
32260	GAMES OF CHANCE PERMITS		2,374	2,810	2,000	2,000	
32290	MISCELLANEOUS PERMITS		2,000	2,000	2,000	2,000	
33520	CIGARETTE TAX		12,579	11,508	15,000	15,000	
33550	GAMING TAX		5,934	5,356	5,000	5,000	
33600	STATE GRANT		-	-	0	-	
33620	TELECOMMUNICATION		29,088	29,088	29,088	29,088	
33630	STATE AID DIST. 70%		509,629	500,112	491,790	520,100	
33660	FEDERAL GRANTS		1,510	-	0	-	
33700	COUNTY REIMBURSEMENT		23,230	-	0	-	
33810	20% COUNTY RD & BRIDGE		13,438	13,660	13,000	13,000	
34120	GAS INSPECTION FEES		600	516	850	850	
34310	STR MAINTENANCE IMPOUND		22,453	4,317	25,000	25,000	
34360	CREDIT CARD CONVENIENCE FEE		4,673	4,314	5,000	5,000	
34370	STREET LIGHT UTILITY		124,663	123,988	138,750	140,000	
34380	MOSQUITO CONTROL		59,864	59,532	60,000	60,000	
34610	MIDCO CABLE TV FRANCHISE		45,796	34,589	35,000	35,000	
34620	NDTC CABLE TV FRANCHISE		18,987	19,786	19,500	19,500	
35110	MUNICIPAL JUDGE FINES		115,866	81,496	125,000	125,000	
35120	POLICE - PARKING TICKETS		8,168	5,835	8,000	8,000	
35130	DOMESTIC VIOLENCE		1,743	1,766	2,000	2,000	
35140	MUNICIPAL JUDGE COSTS		18,999	22,853	20,000	20,000	
35150	HANDICAP PARKING FINES		-	200	0	-	
	DONATIONS		1,500	33	1,500	1,500	
36100	INTEREST EARNINGS		232,864	317,584	350,000	470,000	
	GRANTS		67,254	47,124	64,935	-	
36120	POLICE FEES		3,912	3,048	3,600	3,600	
36200	RENTAL OF EQUIPMENT OR LAND		5,388	10,376	10,000	10,000	
36250	•		70,000	70,000	77,850	95,000	
36400	SALE OF FIXED ASSETS		-	-	10,000	1,000	
36410	INSURANCE COLLECTIONS		-	165	0	-	
36820	HOUSING AUTHORITY CONTRIBUTION		10,583	15,505	15,000	15,000	
36860	LOAN PROCEEDS		-	-	0	-	
36900	MISCELLANEOUS		64,662	27,393	50,000	50,000	
36950	LOAN REPAYMENTS - PRINCIPAL		78,548	80,849	80,849	80,849	
36960	LOAN REPAYMENTS - INTEREST		36,363	37,194	37,193	37,193	
		SUB-TOTAL	4,860,645	4,913,893	5,360,285	5,645,367	-

		ACTUAL	ACTUAL	FORECAST	BUDGET
700	TRANSFER IN/OUT	2023	2024	2025	2026
39110	ADMIN FEE AIRPORT (FROM 9000)	2,000	2,000	2,000	2,000
39110	ADMIN FEE LR GROWTH (FROM 8013)	1,200	1,200	1,200	1,200
39110	ADMIN FEE JOB DEV. (FROM 9200)	1,200	1,200	1,200	1,200
39110	ADMIN FEE LIBRARY. (FROM 8002)	1,200	1,200	1,200	1,200
39110	ADMIN FEE PARKING (FROM 8006)	1,200	1,200	1,200	1,200
39120	EQUIPMENT RESERVE (FROM 2012) PD	125,204	87,790	120,000	65,000
39120	EQUIPMENT RESERVE (FROM 2012) FD	=	-	11,500	-
39120	EQUIPMENT RESERVE (FROM 2012) STREETS	-	4,500	0	-
36200	MISCELLANEOUS	-	-	0	-
39880	PROJECT ADMIN. (ALL CONSTRUCTION)	86,651	181,164	116,000	105,000
39890	PROJECT LEGAL (ALL CONSTRUCTION)	86,651	181,164	116,000	105,000
39900	PROJECT ENG. (ALL CONSTRUCTION)	173,302	362,327	232,000	210,000
39920	20% ENTERPRISE TRANSFER	965,214	1,011,580	1,032,154	1,100,118
39930	TRANSFER IN (FROM 5483)	-	8,009	0	-

39980	INTERDEPT. (GF SHARE W/ENTERPRISE)		313,235	324,155	336,334	365,130
39990	TRANSFERS IN		-	25,000	0	-
		SUB-TOTAL	1,757,057	2,192,487	1,970,788	1,957,048
	TOTAL REVENUE (BEFORE PASS THROUGH)		6,617,702	7,106,380	7,331,073	7,602,415

		4	1% Legal	4	<u>% Admin</u>	8% Eng.
TOTAL PROJECT ENGINEERING	2,625,000	\$	105,000	\$	105,000	\$ 210,000
					Total	\$ 420,000

		ACTUAL	ACTUAL	FORECAST	BUDGET
900	PASS THROUGH REVENUE	2023	2024	2025	2026
31400	LODGING TAX (2%)	134,591	135,074	139,975	137,662
31420	RESTAURANT/LODGING TAX (1%)	364,086	391,943	378,650	399,782
31430	PARK DISTRICT (.25%) SALES TAX	372,796	327,270	331,450	333,816
31440	STATE AID DISTRIBUTION (PARK BOARD 30%)	218,413	214,334	210,767	222,900
	TOTAL PASS THROUGH	1,089,885	1,068,621	1,060,842	1,094,160
	TOTAL REVENUE W/PASS THROUGH	7,707,587	8,175,001	8,391,915	8,696,575

ACTUAL

ACTUAL

FORECAST

BUDGET

move to 2034

1000 GENERAL FUND

000	NON-DEPARTMENTAL	2023	2024	2025	2026
41500	CONTRACT LABOR/NETWORK MGR.	53,039	58,206	55,000	60,000
41600	CONTRACT LABOR/HR MGR.	13,000	11,000	15,000	15,000
42400	WORKMEN'S COMPENSATION	12,812	9,763	10,000	12,000
42500	UNEMPLOYMENT COMPENSATION	=		0	-
43110	AUDIT FEES	19,100	6,888	73,000	42,500
43130	ELECTIONS	-	525	3,000	3,000
43200	VICTIM. WITNESS FEE	-	-	100	100
43210	FIRE & TORNADO	5,362	4,524	4,000	5,000
43220	EQUIPMENT INSURANCE	88,505	96,058	94,000	100,000
43250	CREDIT CARD EXPENSE	9,880	16,669	14,000	15,000
43320	COMPUTER	87,285	14,330	24,000	46,100
43330	MAINT./LEASE ON EQ./SOFTWARE	59,678	50,488	38,000	40,000
43600	PUBLISHING & PRINTING	13,309	13,396	22,000	18,000
43910	STREET LIGHTING	112,701	125,945	130,000	135,000
43990	MOSQUITO CONTROL	3,660	27,871	60,000	60,000
44040	GRANT EXPENDITURES	-	-	0	
44100	OFFICE SUP. & POSTAGE	(42)	-	0	-
44900	MISCELLANEOUS	48,747	11,490	15,000	15,000
44940	MAYOR COMM ON HANDICAP (1 mill) + \$2500	20,564	21,089	25,546	26,312
55070	DL ANGLERS	10,000	10,000	10,000	-
55160	RSVP FINANCIAL SUPPORT	6,000	6,000	6,000	6,000
55170	LRHC FINANCIAL SUPPORT	37,883	38,558	42,069	43,331
55180	LR COMMUNITY SHELTER SUPPORT	10,000	10,000	10,000	-
55190	LR JOINT TRAINING CENTER	54,103	-	0	-
56200	LAW ENFORCEMENT CENTER RENT	108,219	59,995	62,000	62,000
56210	LEC COST SHARE	365,756	404,754	501,750	502,940
56220	LAW ENFORCEMENT CENTER BOARD	120,260	96,635	129,000	116,100
56400	SAAF SUPPORT	-	5,000	5,000	-
56500	EQUIPMENT (\$500 OR OVER)	-	25,500	0	-
57300	SERVICE CHARGES	11,827	14,516	5,000	5,000
58310	SIGNAL & STREET LIGHT MAINT.	12,439	23,481	20,000	20,000
56320	LAND/EASEMENT ACQUISITION	40	-	0	-
	TOTAL NON-DEPARTMENTAL	1,284,128	1,162,680	1,373,465	1,348,383

		ACTUAL	ACTUAL	FORECAST	BUDGET	
110	CITY COMMISSION	2023	2024	2025	2026	Total 25%
41100	PERMANENT SALARIES	52,745	56,847	55,958	57,077	
42200	FICA (6.20%)	3,271	3,524	3,469	3,539	

	TOTAL CITY COMMISSION	57.663	66.233	69.338	70.744	17.685.92
56500	EQUIPMENT (\$500 OR OVER)	-	-	0	-	
43710	LEAGUE OF CITIES	-	4,738	4,800	5,000	
43560	TELEPHONE (CELL)	225	300	300	300	
43420	OUT-OF-STATE TRAVEL	-	-	2,000	2,000	
43400	EDUCATION & TRAINING	657	-	2,000	2,000	
42350	MEDICARE (1.45%)	765	824	811	828	
	1					

		ACTUAL	ACTUAL	FORECAST	BUDGET
120	MUNICIPAL JUDGE	2023	2024	2025	2026
41100	PERMANENT SALARIES (CONTRACTED)	56,219	57,926	62,543	63,793
41100	PERMANENT SALARIES (CLERK) (1 FT)	66,637	45,945	51,727	54,894
41200	TEMPORARY/PART TIME SALARIES	-	207	0	-
41300	OVERTIME SALARIES	411	-	500	500
41500	CONTRACT LABOR (PT CLERK)	-	-	0	-
42100	HEALTH INSURANCE	11,280	19,558	20,605	21,635
42200	FICA (6.20%)	7,587	6,337	7,116	7,359
42250	NDPERS RETIREMENT (10.07%)	6,085	4,551	5,209	5,528
42350	MEDICARE (1.45%)	1,774	1,482	1,664	1,721
43120	LEGAL FEES	3,800	5,625	5,000	5,000
43330	MAINT./LEASE ON EQ./SOFTWARE	713	325	0	-
43400	EDUCATION & TRAINING	490	676	1,500	1,500
43560	TELEPHONE (CELL)	283	261	1,000	1,000
43600	PUBLISHING/PRINTING/ADVERTISING	-	-	0	-
44100	OFFICE SUPPLIES & POSTAGE	3,605	503	3,000	3,000
44200	OPERATION & MAINTENANCE	-	-	600	600
44280	TOOLS & EQUIPMENT EXPENSE	196	-	0	-
56500	EQUIPMENT (\$500 OR OVER)	-	-	0	
	TOTAL MUNICIPAL JUDGE	159,081	143,397	160,464	166,530

		ACTUAL	ACTUAL	FORECAST	BUDGET	
141	AUDITING DEPARTMENT	2023	2024	2025	2026	All UB Clerk + 25%
41100	PERMANENT SALARIES (4 FT)	278,902	279,816	312,660	332,772	134,327
41110	ADDITIVE TO SALARY	1,800	1,800	1,800	1,800	
41300	OVERTIME TO SALARY	-	-	0	-	
41400	COMPENSATED ABSENCES	-	-	0	-	
42100	HEALTH INSURANCE	83,171	81,551	86,500	90,630	23,123
42200	FICA (6.20%)	16,160	16,623	19,385	20,632	8,328
42250	CITY SHARE NDPERS (10.07)	21,825	21,497	25,865	26,645	33,582
42300	CITY SHARE DEFER. COMP (10.07%)	5,626	5,794	6,536	6,866	6,866
42350	MEDICARE (1.45%)	3,779	3,888	4,534	4,825	1,948
43100	PROFESSIONAL FEES	-	8,607	-	-	
43400	EDUCATION & TRAINING	1,750	577	3,000	3,000	
43420	OUT-OF-STATE TRAVEL	-	-	2,000	2,000	
43560	TELEPHONE (CELL)	446	300	300	300	
43600	PUBLISHING/PRINTING/ADVERTISING	-	-	800	800	
44100	OFFICE SUPPLIES & POSTAGE	570	1,079	750	750	
44200	OPERATION & MAINTENANCE	-	-	400	400	
44260	EQUIPMENT MAINTENANCE	-	-	500	500	
44900	MISCELLANEOUS	-	-	0	-	
56500	EQUIPMENT (\$500 OR OVER)	815	-	1,000	1,000	
	TOTAL AUDITING DEPT.	414,845	421,533	466,030	492,919	208,173

		ACTUAL	ACTUAL	FORECAST	BUDGET
143	CITY ATTORNEY	2023	2024	2025	2026
41100	PERMANENT SALARIES (CONTRACTED)	100,000	105,000	110,000	110,000
43120	LEGAL FEES	-	-	-	-
43400	EDUCATION & TRAINING	-	-	-	-
43420	OUT-OF-STATE TRAVEL	-	-	-	-
44100	SUPPLIES & POSTAGE	-	-	300	300
	TOTAL CITY ATTORNEY	100,000	105,000	110,300	110,300

		ACTUAL	ACTUAL	FORECAST	BUDGET
144	ASSESSING DEPARTMENT	2023	2024	2025	2026
41100	PERMANENT SALARIES (2 FT)	143,669	154,867	160,602	170,454
41110	ADDITIVE TO SALARY	-	-	0	-
41400	COMPENSATED ABSENCES	-	-	0	-
41700	CONTRACT LABOR/ASSESSOR	-	-	0	-
42100	HEALTH INSURANCE	40,931	40,931	42,600	44,730
42200	FICA (6.20%)	8,304	8,972	9,957	10,568
42250	ND PERS RETIREMENT (10.07%)	14,346	15,394	16,173	17,165
42350	MEDICARE (1.45%)	1,942	2,098	2,329	2,472
43330	MAINT/LEASE ON EQ/SOFTWARE	171	4,293	16,600	16,725
43400	EDUCATION & TRAINING	4,281	5,633	5,500	6,000
43560	TELEPHONE (CELL)	300	300	300	300
43600	PUBLISHING/PRINTING/ADVERTISING	277	131	0	2,625
44200	OPERATION & MAINTENANCE	764	908	1,250	1,000
44900	MISCELLANEOUS	4,961	125	2,500	1,000
56500	EQUIPMENT (\$500 OR OVER)	-	-	1,000	1,000
	TOTAL ASSESSING DEPT.	219,946	233,651	258,811	274,039

		ACTUAL	ACTUAL	FORECAST	BUDGET	
146	ENGINEERING DEPARTMENT	2023	2024	2025	2026 30%	Engineering
41100	PERMANENT SALARIES (3 FT)	299,706	324,452	335,700	353,838	106,151
41110	ADDITIVE TO SALARY	1,875	1,950	1,800	1,800	
41300	OVERTIME SALARIES	-	-	-	-	
42100	HEALTH INSURANCE	43,680	43,680	45,427	47,699	14,310
42200	FICA (6.20%)	18,321	20,411	20,813	21,938	6,581
42250	ND PERS RETIREMENT (10.07%)	25,598	25,315	26,465	27,916	8,375
42300	RETIREMENT (9.07%)	6,328	6,512	7,340	7,716	2,315
42350	MEDICARE (1.45%)	4,285	4,774	4,868	5,131	1,539
43400	EDUCATION & TRAINING	438	1,031	2,200	2,200	
43420	OUT-OF-STATE TRAVEL	-	-	-	-	
43560	TELEPHONE (CELL)	592	644	1,000	1,000	
44200	OPERATION & MAINTENANCE	5,948	6,572	6,000	6,000	
43600	PUBLISHING/PRINTING/ADVERTISING	-	-	-	-	
44900	MISCELLANEOUS	-	58	300	-	
56500	EQUIPMENT (\$500 OR OVER)	-	5,324	4,500	4,500	
	TOTAL ENGINEERING DEPT	406,771	440,723	456,413	479,737	139,271

	ACTUAL	ACTUAL	FORECAST	BUDGET
161 CITY HALL	2023	2024	2025	2026
41500 CONTRACT LABOR	7,491	7,715	7,800	8,000
43510 ELECTRICITY	8,375	9,294	10,000	10,000
43560 TELEPHONE	6,841	6,012	7,000	7,000
43570 HEAT	2,763	1,786	3,000	3,000
44100 SUPPLIES & POSTAGE	3,707	4,285	4,000	4,250
44200 OPERATION & MAINTENANCE	3,682	4,915	5,000	5,000
44210 JANITORIAL SUPPLIES	5,629	5,746	6,500	6,500
44900 MISCELLANEOUS	476	370	500	500
56500 EQUIPMENT (\$500 OR OVER)	=	-	0	-
TOTAL CITY HALL	38,965	40,123	43,800	44,250

		ACTUAL	ACTUAL	FORECAST	BUDGET
210	POLICE DEPARTMENT	2023	2024	2025	2026
41100	PERMANENT SALARIES (22 FT)	1,172,088	1,126,726	1,649,970	1,714,000
41110	ADDITIVE TO SALARY	1,450	2,400	1,200	1,200
41200	TEMPORARY SALARIES	4,298	-	0	-
41300	OVERTIME SALARIES	42,468	50,253	20,000	20,000
41400	COMPENSATED ABSENCES	-	-	-	-
42100	HEALTH INSURANCE	338,393	351,769	367,000	423,796
42110	HEALTH & WELLNESS	7,865	121	8,000	8,000
42200	FICA (6.2%)	95,984	98,436	102,298	106,268
42250	ND PERS RETIREMENT (10.04%)	153,869	157,177	169,947	172,086

	TOTAL POLICE DEPT.	2,187,371	2,175,876	2,763,490	2,847,852
340	GRANT MATCHING FUNDS	-	4,304	0	-
500	EQUIPMENT (\$500 OR OVER)	156,135	122,318	158,000	111,000
900	MISCELLANEOUS	900	5,055	5,000	6,000
580	AMMUNITION	5,311	5,067	6,000	6,000
280	TOOLS & EQUIPMENT EXPENSE	17,912	17,352	10,000	10,000
260	EQUIPMENT MAINTENANCE	29,171	43,880	35,000	35,000
240	GAS, OIL, & GREASE	43,250	37,047	40,000	42,000
220	CLOTHING & UNIFORMS	18,106	19,584	20,000	23,000
200	OPERATION & MAINT EXPENSE	-	-	0	-
170	DRUG & ALCOHOL TESTING	1,524	1,470	1,200	1,200
100	SUPPLIES & POSTAGE	5,972	5,070	8,000	8,000
700	MEMBERSHIPS & DUES	1,150	880	1,700	1,700
600	PUBLISHING/PRINTING/ADVERTISING	570	2,460	2,000	3,500
560	TELEPHONE	19,036	14,842	18,000	18,000
430	LICENSING	360	410	750	750
410	IN-STATE TRAVEL	6,256	2,387	7,000	10,000
400	EDUCATION & TRAINING	24,180	19,090	24,000	25,000
380	PROMOTION EVENTS	556	652	1,000	2,000
330	MAINT/LEASE ON EQ/SOFTWARE	-	33,650	68,500	64,500
320	COMPUTER EQUIPMENT	18,123	30,436	15,000	10,000
500	UNEMPLOYMENT COMPENSATION	-	18	0	-
400	WORKMEN'S COMPENSATION	-	-	0	-
350	MEDICARE (1.45%)	22,448	23,021	23,925	24,853

		ACTUAL	ACTUAL	FORECAST	BUDGET
220	FIRE DEPARTMENT	2023	2024	2025	2026
41100	PERMANENT SALARIES (7 FT)	396,253	452,759	495,888	515,202
41110	ADDITIVE TO SALARY	1,800	1,800	1,800	1,800
41200	TEMPORARY SALARIES	1,934	4,336	5,000	5,000
41300	OVERTIME SALARIES	13,567	23,200	7,500	20,000
41400	COMPENSATED ABSENCES	-	-	0	-
42100	HEALTH INSURANCE	111,414	117,054	137,900	144,795
42110	ANNUAL PHYSICALS	-	-	2,000	2,000
42200	FICA (6.2%)	24,561	28,545	31,055	32,253
42250	ND PERS RETIREMENT (10.04%)	42,077	44,075	49,936	51,726
42350	MEDICARE (1.45%)	5,744	6,676	7,263	7,543
42400	WORKMEN'S COMPENSATION	-	3,873	0	-
42500	UNEMPLOYMENT COMPENSATION	-	-	0	-
43320	COMPUTER	14	224	1,500	1,500
43330	MAINT./LEASE ON EQ./SOFTWARE	17,559	16,382	21,100	21,100
43400	EDUCATION & TRAINING	14,414	24,926	23,250	23,250
43510	ELECTRICITY	12,696	12,067	14,000	14,000
43560	TELEPHONE	6,874	7,554	8,100	8,100
43570	HEAT	3,800	2,614	4,000	4,000
43600	PUBLISHING & PRINTING	-	713	500	500
43700	MEMBERSHIPS & DUES	565	415	1,750	1,750
43790	LR UAS TEAM	-	7,500	7,500	-
44030	TRAINING TOWER MAINTENANCE	782	1,197	2,500	2,500
44100	SUPPLIES & POSTAGE	835	243	600	600
44170	DRUG & ALCOHOL TESTING	420	657	550	550
44210	JANITORIAL SUPPLIES	1,488	2,319	2,000	2,000
44220	UNIFORMS & CLOTHING	1,473	2,210	2,000	2,500
44240	GAS, OIL, & GREASE	6,634	6,385	6,500	6,500
44260	EQUIPMENT MAINTENANCE	10,417	21,069	18,000	18,000
44280	TOOLS & EQUIPMENT	8,093	6,096	8,000	8,000
44300	BUILDING MAINTENANCE	7,373	9,675	10,000	10,000
44900	MISCELLANEOUS	499	5,535	2,000	2,000
44910	VOLUNTEER CLOTHING	597	57	5,000	5,000
44920	VOLUNTEER SERVICES	3,733	9,712	12,000	12,300
56290	LEASE/PERMIT PAYMENT	-	-	0	-
56450	SAFETY EQUIPMENT	77	602	2,500	2,500
56500	EQUIPMENT (\$500 OR OVER)	1,925	13,900	151,750	5,000
58340	GRANT MATCHING FUNDS	7,723	50,435	0	-

		ACTUAL	ACTUAL	FORECAST	BUDGET
222	PUBLIC BUILDINGS	2023	2024	2025	2026
43120	LEGAL FEES	-	-	0	-
43210	FIRE AND TORNADO	1,455	3,055	1,600	2,000
43510	ELECTRICITY	-	-	0	-
43570	HEAT	-	-	0	-
44200	OPERATION & MAINT. EXPENSE	1,414	546	400	400
44300	BUILDING MAINTENANCE EXPENSE	-	-	0	-
44320	MEMORIAL DAY CARE MAINT.	3,546	6,495	5,000	5,000
44321	INDUSTRIAL PARK BLDG EXPENSE	-	-	0	-
56330	CAPITAL IMPROVEMENTS	-	-	0	-
	TOTAL PUBLIC BUILDINGS	6,415	10,096	7,000	7,400

705,342

884,801

1,043,442

931,969

TOTAL FIRE DEPT.

	ACTUAL	ACTUAL	FORECAST	BUDGET
225 ADVERTISING & PROMOTION	2023	2024	2025	2026
43700 WATER USERS MEMBERSHIP	1,860	365	0	-
43710 LEAGUE OF CITIES	4,600	-	0	-
43720 PROMOTION	2,487	10,353	5,000	5,000
43730 FIREWORKS DISPLAY	22,500	22,500	23,000	-
43780 RODEO SPONSORSHIP	-	15,000	10,000	5,000
44900 MISCELLANEOUS	295	302	500	500
TOTAL ADVERTISING & PROMOTION	31,742	48,520	38,500	10,500

		ACTUAL	ACTUAL	FORECAST	BUDGET
231	WEED CONTROL	2023	2024	2025	2026
43400	EDUCATION & SUPPLIES	1,265	-	500	500
43510	ELECTRICITY	478	498	500	500
43570	HEAT	960	758	1,000	1,000
43600	PUBLISHING & PRINTING	228	232	350	350
44230	CHEMICAL SUPPLIES	4,984	3,027	3,000	3,000
44240	GAS, OIL, & GREASE	211	213	1,000	1,000
44260	EQUIPMENT MAINTENANCE	791	801	3,500	3,500
44280	TOOLS & EQUIPMENT EXPENSE	-	50	750	750
44281	SHOP SUPPLIES	=	-	0	-
44900	MISCELLANEOUS	118	-	500	500
56450	SAFETY EQUIPMENT	105	-	750	750
56500	EQUIPMENT (\$500 OR OVER)	=	-	0	
	TOTAL WEED CONTROL	9,140	5,578	11,850	11,850

		ACTUAL	ACTUAL	FORECAST	BUDGET
284	PLANNING	2023	2024	2025	2026
41500	CONTRACT LABOR	-	3,436	5,000	5,000
43400	EDUCATION & TRAINING	-		0	0
43600	PUBLISHING & PRINTING	333	131	250	250
44100	SUPPLIES & POSTAGE	40	-	50	50
44900	MISCELLANEOUS	141	163	500	500
55020	MAPPING	1,760	4,585	5,000	5,000
55090	RENAISSANCE ZONE	77	-	500	500
	TOTAL PLANNING	2,352	8,315	11,300	11,300

		ACTUAL	ACTUAL	FORECAST	BUDGET
287	SHADE TREE	2023	2024	2025	2026
41100	ADDITVE TO SALARY	-	500	500	-
41200	TEMPORARY SALARIES	-	620	0	-
42200	FICA (6.2%)	-	38	0	-
42350	MEDICARE (1.45%)	-	9	0	-
42400	WORKERS COMPENSATION	-	-	0	-
42500	UNEMPLOYMENT COMPENSATION	-	-	0	_

	TOTAL SHADE TREE	57,071	65,116	54,250	
56820	STUMP REMOVAL	-		0	-
56800	TREE PURCHASE	3,375	2,500	7,000	-
56600	PAYMENT TO CONTRACTORS	52,425	59,310	45,000	-
56500	EQUIPMENT (\$500 OR OVER)	-	-	0	-
44900	MISCELLANEOUS	366	349	500	-
44280	TOOLS & EQUIPMENT	-	75	1,000	-
44260	EQUIPMENT MAINTENANCE	49	550	0	-
44240	GAS, OIL, & GREASE	531	431	200	-
44100	SUPPLIES & POSTAGE	25	11	50	-
43600	PUBLISHING & PRINTING	300	722	500	-
43400	EDUCATION & TRAINING	-	-	0	-

		ACTUAL	ACTUAL	FORECAST	BUDGET
310	STREET DEPARTMENT	2023	2024	2025	2026
41100	PERMANENT SALARIES (6 FT)	291,355	357,984	376,392	400,026
41110	ADDITIVE TO SALARY	-	350	0	-
41120	TEMP/PART TIME SALARIES	7,597	15,527	0	10,000
41300	OVERTIME SALARIES	10,014	8,050	5,000	5,000
41400	COMPENSATED ABSENCES	-	-	0	-
42100	HEALTH INSURANCE	88,004	119,510	126,750	136,133
42200	FICA (6.2%)	18,473	22,719	23,646	25,112
42250	ND PERS RETIREMENT (10.07%)	21,763	19,998	37,903	40,283
42300	RETIREMENT (10.07%)	6,652	14,633	-	-
42350	MEDICARE (1.45%)	4,320	5,313	5,530	5,873
42500	UNEMPLOYMENT COMPENSATION	-	-	0	-
43320	COMPUTER EQUIPMENT	606	-	1,500	1,500
43400	EDUCATION & TRAINING	200	635	700	700
43410	IN-STATE TRAVEL	-	-	0	-
43510	ELECTRICITY	2,497	2,251	3,100	3,100
43560	TELEPHONE	2,566	2,590	2,500	2,500
43570	HEAT	3,397	1,835	3,700	3,700
43600	PUBLISHING & PRINTING	2,952	4,294	3,000	3,000
44100	SUPPLIES & POSTAGE	36	81	350	350
44170	DRUG & ALCOHOL TESTING	601	562	750	750
44210	JANITORIAL SUPPLIES	178	276	400	400
44220	CLOTHING & UNIFORMS	2,792	2,793	2,800	2,800
44240	GAS, OIL, & GREASE	56,485	41,308	58,000	55,000
44280	TOOLS & EQUIPMENT	5,924	8,916	7,500	7,500
44281	SHOP SUPPLIES	285	387	3,000	3,000
44300	BUILDING MAINTENANCE	5,488	1,767	6,000	6,000
44900	MISCELLANEOUS	350	1,438	1,500	1,500
56290	LEASE/PERMIT PAYMENT	6,000	-	6,000	6,000
56380	DOWNTOWN FLOWERS MAINTENANCE	277	1,356	500	500
56450	SAFETY EQUIPMENT	111	1,254	2,000	2,000
56500	EQUIPMENT (\$500 OR OVER)	5,534	4,500	0	5,000
	TOTAL STREET DEPT.	544,454	640,325	678,521	727,726

		ACTUAL	ACTUAL	FORECAST	BUDGET
311	ARPA	2023	2024	2025	2026
41100	PERMANENT SALARIES	355,218	449,970	-	-
43110	AUDIT FEES	12,300	4,027	-	-
43320	COMPUTER EQUIPMENT	-	-	-	-
43330	MAINT/LEASE ON EQUIP/SOFTWARE	4,991	-	-	-
43400	EDUCATION AND TRAINING	-	-	-	-
43600	PUBLISHING/PRINTING/ADVERTISING	-	-	-	-
43990	MOSQUITO CONTROL EXPENSE	-	-	-	-
44200	OPERATION AND MAINTENANCE	-	-	-	-
44240	GAS OIL GREASE ETC	-	-	-	-
44260	EQUIPMENT MAINTENANCE	-	-	-	-
44280	TOOLS AND EQUIPMENT EXPENSE	-	-	-	-
44300	BUILDING MAINTENANCE EXPENSE	-	-	-	-
44320	MEMORIAL DAY CARE MAINTENANCE	-	-	=	-

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56500	EQUIPMENT (\$500 OR MORE)	197,950	3,529		
58310	SIGNALS & STREET LIGHTING EXPENSE	-	-	-	-
	TOTAL ARPA	570,459	457,527	0	0
		ACTUAL	ACTUAL	FORECAST	BUDGET
700	TRANSFER IN/OUT	2023	2024	2025	2026
14900		-	-	0	-
57990	LOT RENT (AIRPORT)	16,666	20,833	0	-
58900	TRANSFER OUT (CEMETERY)	5,000	5,000	5,000	5,000
56310	EQUIPMENT RESERVE	1,500	-	1,500	1,500
56310	EQUIPMENT RESERVE (PD)	-	50,000	25,000	15,000
56310	EQUIPMENT RESERVE (IT)	-	10,000	15,000	15,000
56310	EQUIPMENT RESERVE (CEMETERY)		1,500	0	-
58900	TRANSFER OUT (P. BUILDINGS RES. FUND)	-	175,000	0	-
58900	TRANSFERS OUT (TEMP SALARIES)	20,053	26,559	25,000	29,848
		43,219	288,892	71,500	66,348
	TOTAL EXPENDITURES (BEFORE PASS THROUGH)	6,838,965	7,198,387	7,618,472	7,601,847
	TOTAL EXPENDITURES (BEFORE PASS THROUGH)	6,838,965 BUDGET	7,198,387 BUDGET	7,618,472 FORECAST	
900	TOTAL EXPENDITURES (BEFORE PASS THROUGH) PASS THROUGH				BUDGET
58100	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD)	BUDGET	BUDGET	FORECAST	BUDGET 2026
58100 58805	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX	BUDGET 2023	BUDGET 2024	FORECAST 2025	BUDGET 2026
58100	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX	BUDGET 2023 218,413	BUDGET 2024 215,054	FORECAST 2025 210,767	BUDGET 2026 222,900 333,816 137,662
58100 58805	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX LODGING TAX (2%)	BUDGET 2023 218,413 375,796	BUDGET 2024 215,054 327,270	FORECAST 2025 210,767 331,450	BUDGET 2026 222,900 333,816 137,662
58100 58805 58810	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX LODGING TAX (2%)	BUDGET 2023 218,413 375,796 134,591	BUDGET 2024 215,054 327,270 134,963	FORECAST 2025 210,767 331,450 139,975	BUDGET 2026 222,900 333,816 137,662 399,782
58100 58805 58810	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX LODGING TAX (2%) RESTAURANT/LODGING TAX (1%) TOTAL PASS THROUGH	BUDGET 2023 218,413 375,796 134,591 364,086 1,092,885	BUDGET 2024 215,054 327,270 134,963 391,943 1,069,230	FORECAST 2025 210,767 331,450 139,975 378,650 1,060,842	333,816 137,662 399,782 1,094,160
58100 58805 58810	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX LODGING TAX (2%) RESTAURANT/LODGING TAX (1%)	BUDGET 2023 218,413 375,796 134,591 364,086	BUDGET 2024 215,054 327,270 134,963 391,943	FORECAST 2025 210,767 331,450 139,975 378,650	BUDGET 2026 222,900 333,816 137,662 399,782
58100 58805 58810	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX LODGING TAX (2%) RESTAURANT/LODGING TAX (1%) TOTAL PASS THROUGH TOTAL EXPENDITURES (WITH PASSTHROUGH)	BUDGET 2023 218,413 375,796 134,591 364,086 1,092,885 7,931,850	BUDGET 2024 215,054 327,270 134,963 391,943 1,069,230 8,267,617	FORECAST 2025 210,767 331,450 139,975 378,650 1,060,842 8,679,314	BUDGET 2026 222,900 333,816 137,662 399,782 1,094,160 8,696,007
58100 58805 58810	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX LODGING TAX (2%) RESTAURANT/LODGING TAX (1%) TOTAL PASS THROUGH	BUDGET 2023 218,413 375,796 134,591 364,086 1,092,885	BUDGET 2024 215,054 327,270 134,963 391,943 1,069,230	FORECAST 2025 210,767 331,450 139,975 378,650 1,060,842	BUDGET 2026 222,900 333,816 137,662 399,782 1,094,160
58100 58805 58810	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX LODGING TAX (2%) RESTAURANT/LODGING TAX (1%) TOTAL PASS THROUGH TOTAL EXPENDITURES (WITH PASSTHROUGH)	BUDGET 2023 218,413 375,796 134,591 364,086 1,092,885 7,931,850	BUDGET 2024 215,054 327,270 134,963 391,943 1,069,230 8,267,617	FORECAST 2025 210,767 331,450 139,975 378,650 1,060,842 8,679,314	BUDGET 2026 222,900 333,816 137,662 399,782 1,094,160 8,696,007
58100 58805 58810	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX LODGING TAX (2%) RESTAURANT/LODGING TAX (1%) TOTAL PASS THROUGH TOTAL EXPENDITURES (WITH PASSTHROUGH) REVENUE OVER (UNDER) EXPENSE	BUDGET 2023 218,413 375,796 134,591 364,086 1,092,885 7,931,850	BUDGET 2024 215,054 327,270 134,963 391,943 1,069,230 8,267,617	FORECAST 2025 210,767 331,450 139,975 378,650 1,060,842 8,679,314 (287,399)	8UDGET 2026 222,900 333,816 137,662 399,782 1,094,160
58100 58805 58810	PASS THROUGH STATE AID DISTRIBUTION (PARK BOARD) PARK DISTRICT (.25%) SALES TAX LODGING TAX (2%) RESTAURANT/LODGING TAX (1%) TOTAL PASS THROUGH TOTAL EXPENDITURES (WITH PASSTHROUGH) REVENUE OVER (UNDER) EXPENSE BEGINNING BALANCE	BUDGET 2023 218,413 375,796 134,591 364,086 1,092,885 7,931,850 (224,263) 3,740,283	BUDGET 2024 215,054 327,270 134,963 391,943 1,069,230 8,267,617 (92,616) 3,516,020	FORECAST 2025 210,767 331,450 139,975 378,650 1,060,842 8,679,314 (287,399)	BUDGET 2026 222,900 333,816 137,662 399,782 1,094,160 8,696,007

51%

48%

41%

41%

BALANCE AS A % OF EXPENSES BEFORE PASSTHROUGH

44900 MISCELLANEOUS EXPENSE

	DESCRIPTION	ACTUAL	ACTUAL	FORECAST	BUDGET
2034	ECONOMIC DEVELOPMENT	2023	2024	2025	2026
31410	SALES TAX (7%)	538,940	303,144	301,840	308,980
700	TRANSFERS IN/OUT		•		
39990	TRANSFERS IN (1000)	-	-	-	
	TOTAL REVENUE	538,940	303,144	301,840	308,980
41000	FORWARD DEVILS LAKE	50,000	50,000	50,000	50,000
41050	QUALITY OF LIFE INVESTMENTS	15,000	250,000	-	-
42000	DEVILS LAKE CHAMBER	25,000	25,000	25,000	25,000
42050	LRHC - ART STUDIO	2,779	12,000	20,000	20,000
55070	DL ANGLERS	-	-	-	10,000
700	TRANSFERS IN/OUT				
57410	LOAN POOL (TO 9201)	463,940	228,144	226,840	223,980
	TOTAL EXPENSES	556,719	565,144	321,840	328,980
	REVENUE OVER (UNDER) EXPENSE	(17,779)	(262,000)	(20,000)	(20,000)
	BEGINNING BALANCE	371,353	353,574	91,574	71,574
	REVENUE	538,940	303,144	301,840	308,980
	EXPENDITURES	556,719	565,144	321,840	328,980
	YEAR END BALANCE	353,574	91,574	71,574	51,574

	DESCRIPTION	ACTUAL	ACTUAL	FORECAST	BUDGET
2012	EQUIPMENT RESERVE	2023	2024	2025	2026
36100	INTEREST EARNINGS	106,698	113,365	105,000	105,000
36070	VOLUNTEER FD CONTRIBUTION	0		0	
700	TRANSFER IN/OUT				
39110	LANDFILL CLOSURE DEBT SERVICE	33	-	0	-
39120	EQUIPMENT RESERVE (WATER SOURCE INT)	74,066	-	157,500	-
39120	EQUIPMENT RESERVE	331,802	523,241	396,802	473,802
	TOTAL REVENUE	512,599	636,606	659,302	578,802
700	EXPENSES IN COLT				
	TRANSFER IN/OUT		470.000		
	FLOOD PROTECTION (4019)	0	179,269		-
	AIRPORT	0	17,005		-
56500	NEW EQUIPMENT (FIRE)	0	-	11,500	-
56500	NEW EQUIPMENT (POLICE)	125,204	87,790	120,000	65,000
56500	NEW EQUIPMENT (HIGHWAY)	36,177	-	70,000	
56500	NEW EQUIPMENT (SHADETREE)	0	-	0	
56500	NEW EQUIPMENT (STREET)	0	76,617	0	335,000
56500	NEW EQUIPMENT (SANITATION)	183,631	-	0	300,000
56500	NEW EQUIPMENT (EMBANKMENT)	0	-	60,000	-
56500	NEW EQUIPMENT (WATER)	0	145,018	75,000	-
56500	NEW EQUIPMENT (SEWER)	49,254	283,270	0	120,000
	TOTAL EXPENSES	394,265	788,969	336,500	820,000
	REVENUE OVER (UNDER) EXPENSE	118,334	(152,363)	322,802	(241,198)
	BEGINNING BALANCE	2,814,392	2,932,726	2,780,362	3,103,164
	REVENUE	512,599	636,606	659,302	578,802
	EXPENDITURES	394,265	788,969	336,500	820,000
	YEAR END BALANCE	2,932,726	2,780,362	3,103,164	2,861,966
	TERREITO BALANCE	2,332,720	2,700,302	3,103,104	2,001,500
	BALANCE BY DEPARTMENT	2023	2024	2025	2026
	FIRE	106,359	146,037	171,287	208,037
	POLICE	49,758	85,655	58,905	77,155
	SHADE TREE	12,073	12,073	12,073	12,073
	17TH STREET LIFT STATION	5,163	5,163	5,163	5,163
	CREEL LIFT STATION	209,509	228,251	236,773	245,295
	HWY 20 LIFT STATION	212,530	228,231	243,650	259,210
	EAST BAY LIFT STATION	30,072	30,072	30,072	30,072
	EAGLE BEND LIFT STATION	358,538	-	-	-
	EMBANKMENT	-	179,269	171,769	181,989
	STREET	445,866	470,749	502,249	309,749
	WATER	346,618	265,080	277,580	322,580
	SEWER	591,600	459,289	596,009	586,009
	SANITATION	303,097	386,097	468,097	250,097
	INFORMATION TECHNOLOGY/COMPUTER	-	10,000	25,000	40,000
	INERT LANDFILL	244,537	274,537	304,537	334,537
	AIRPORT	17,005	-		-
	TOTAL	2,932,726	2,780,363	3,103,165	2,861,967

A CCT #	DESCRIPTION	ACTUAL	A CTILAL	FORFOACT	DUDGET
ACCT.#	DESCRIPTION	ACTUAL	ACTUAL	FORECAST	BUDGET
5476	SRF BONDS 2010	2023	2024	2025	2026
	Local Share of Embankment Raise				
31410	SALES TAX (\$4.414M X 6%)	207,285	152,034	226,380	264,840
700	TRANSFER IN/OUT				
39990	TRANSFER IN	0	0	0	0
	TOTAL REVENUE	207,285	152,034	226,380	264,840
	EXPENSES				
43600	PUBLISHING & PRINTING	0	0	0	0
57100	PRINCIPLE	140,000	140,000	140,730	144,953
57200	INTEREST	30,625	27,125	27,309	23,087
57300	SERVICE CHARGES	6,125	5,425	6,000	6,000
700	TRANSFER IN/OUT				
58900	TRANSFERS OUT	0	100,000	0	0
	TOTAL EXPENDITURES	176,750	272,550	174,039	174,040
		20.525	420 546	52.244	22.222
	REVENUE OVER (UNDER) EXPENSE	30,535	-120,516	52,341	90,800
	BEGINNING BALANCE	199,601	230,135	109,619	161,960
	REVENUE	207,285	152,034	226,380	264,840
	EXPENDITURES	176,750	272,550	174,039	174,040
	END OF YEAR BALANCE	230,135	109,619	161,960	252,760
	LITE OF TEAM BINE WILL	230,133	100,010	101,500	232,700

	PRINCIPLE	<u>INTEREST</u>
2026	144,952	23,087
2027	149,301	18,739
2028	153,780	14,260
2029	158,393	9,646
2030	163,145	4,894
TOTALS	769,571	70,626

	DESCRIPTION	ACTUAL		FORECAST	BUDGET
9201	LAKE REGION GROWTH FUND	2023	2024	2025	2026
	INTEREST	0	1,003	0	-
	RENT	0	9,450	0	-
36900	MISCELLANEOUS	0	4,731	0	-
36950	PRINCIPAL PAYMENTS ON LOANS	0	138,654	24,200	41,000
36960	INTEREST PAYMENTS ON LOANS	0	38	0	
700	TRANSFER IN/OUT				
39930	SALES TAX TRANSFER (FROM 2034)	0	228,144	226,840	223,980
39990	TRANSFER IN	512,211	-	0	-
	TOTAL REVENUES	512,211	382,020	251,040	264,980
	EXPENSES				
	LEGAL FEES	0	-	0	-
	ADMINISTRATION FEES	0	350	0	500
	PUBLISHING & PRINTING	0	-	0	-
	MISCELLANEOUS	0	2,785	10,000	10,000
	REAL ESTATE TAXES	0	-	0	-
	INTEREST BUYDOWN (PACE)	0	62,098	70,000	70,000
57380	AFFORD HOUSING INTEREST BUYDOWN	0	6,324	6,200	6,200
57440	FACADE LOAN POOL	0	24,200	20,000	30,000
57490	LOANS THIS YEAR	0	-	25,000	25,000
57860	MINI GRANT DEV. EXP.	0	-	0	-
56320	LAND PURCHASE	0	-	0	-
57500	2020 PROGRAM	0	44,322	20,000	20,000
57510	BUSINESS TRAINING	0	11,463	10,000	10,000
57520	RWIP	0	50,000	20,000	31,000
57530	SPONSORSHIPS	0	130,000	50,000	50,000
57540	LOAN GUARANTY	0	-	0	
58010	GRANTS THIS YEAR	0	=	0	-
700	TRANSFER IN/OUT				
43020	ADMINISTRATION (TO 1000)	0	1,200	1,200	1,200
57830	HANGAR LEASE SUBSIDY (TO 8015)	0	-	0	_
	CITY BEAUTIFICATION (TO 8008)	0	10,000	10,000	10,000
	SPECIAL ASSESSMENTS	0	-	0	, -
	TRANSFER IN/OUT	0	0	0	_
	TOTAL EXPENDITURES	0	342,741	242,400	263,900
			, 	,	·
	REVENUE OVER (UNDER) EXP	512,211	39,278	8,640	1,08
	BEGINNING JANUARY BALANCE	0	512,211	551,489	560,12
	ACTUAL/ESTIMATED REVENUES	512,211	382,020	251,040	264,98
	ACTUAL/ESTIMATED EXPENDITURES	0	342,741	242,400	263,90
	ENDING DECEMBER BALANCE	512,211	551,489	560,129	561,209
		,-	,	/	,



STAFF REPORT CITY COMMISSION MEETING AUGUST 18, 2025

Agenda Item:	City Parking Lot Development Concept & Potential
Submitted By:	Spencer Halvorson, City Administrator/Auditor
Staff Recommended Action:	None

The City has had intermittent conversations over the past year with a development company (Stride Development) regarding the development potential of the City-owned parking lot just west of the Post Office. Stride Development has experience working in North Dakota, with a current project in Jamestown currently underway.

The City owns much of the property throughout the entire block, to include the building which houses Senior Meals and Services, as well as the Sunnyside Childcare Center. Preliminary discussions about the possibilities of redevelopment of that block have been positive, with multiple meetings with the Senior Meals & Services Board and the developer taking place.

Initial concept discussions would encompass main floor commercial/destination tenants, to include possibly the Senior Center and bus barn, and space for childcare services with housing above.

President Moe and city administration intend to meet with the Senior Meals and Services Board on Wednesday to discuss the concept, potential, and create a clear path forward for further due diligence and discussion.

It is anticipated a letter of intent between the developer (Stride Development) and the City would be presented to the City Commission at the September 2nd meeting to further commit both parties to expanded due diligence, diplomacy, and negotiation.

Attached

- Stride Development One Page Profile
- Map of block under consideration



1100 19th Ave N, Ste J, PMB #146, Fargo, ND 58102

About Us

Stride Development is a public benefit corporation dedicated to creating vibrant, sustainable, and connected communities. Our team brings over 65 years of combined experience spanning development, finance, policy, and design. We have delivered housing for more than 400 households by pairing technical expertise with deep community engagement. We develop homes and communities that put people first—places designed for comfort, connection, and long-term stability—so residents and communities can thrive without the burden of rising costs of living.

What We Do

Engage the Community

Who knows better about what's needed than those already living, working, learning, and playing in the community? No one. That's why Stride prioritizes deeply understanding what's already happening in a neighborhood, what amenities are missing, what's culturally important, and what the people actually want. By building from the ground up, we infuse communities with spaces they'll use today, tomorrow, and into the next generations.

Form Thoughtful Partnerships

Stride focuses on building lasting, local relationships that are essential for reaching milestones and maintaining long-term success. Municipal governments and regional agencies know what's feasible and hold key institutional knowledge. Well-established private entities and nonprofits can make connections that move projects forward. We bring these minds together to bring projects to fruition.

Build to a Higher Standard

We ensure every development meets our high-performance standards by using durable materials and high-efficiency building envelope design and construction. This includes ultra air-tight construction, triple glazed windows, robustly optimized insulation, advanced energy systems, and resilient foundations. Approaching buildings this way creates healthy spaces that lower operating costs, improve comfort, and support long-term livability.

Utilize Innovative Financing

Our team's backgrounds in housing development have provided us with deep insight into the myriad ways to finance projects. We are adept at navigating the landscape of low-income housing tax credits (LIHTC) and energy tax credits and combining these sources with local public and private partnerships.

Current Work

Riverside Cottages in Jamestown, North Dakota

Stride is engaged in a three-phase acquisition and rehabilitation project of 150 homes in Jamestown. The twin goals of this project have been to 1) repurpose the existing structures to meet the evolving housing needs of Jamestowns' current and future residents, and 2) rehabilitate the existing structures to maximize energy efficiency—reducing energy use by over 65%, and the utility bill by nearly 100% after including onsite solar generation.

Contact Us

We'd love to chat! Feel free to contact us at founders@stridehousing.com.

Blocks 37 & 38 of Devils Lake, Ramsey County

Blocks 37 and 38 are located between 4th Ave NE to the west, 5th Ave NE to the east, 3rd St NE to the north, and Railroad Ave NE to the south.

Block 38

- Parking: lots 1–3; 7–12
- Park: lots 4-6
- Senior Meals & Services: lots 13-20
- Precision Auto: lots 21–24

Block 37

• Sunnyside Childcare Center: lots 1-6



LETTER OF INTENT

Regarding Potential Development of Downtown Parking Lot Located at 3rd St NE and 5th Avenue NE Date: September 2, 2025

This Letter of Intent ("LOI") sets forth the preliminary understanding between the City of Devils Lake, North Dakota ("the City") and Stride Development, PBC ("the Developer") regarding the potential development of a parking lot located in downtown Devils Lake owned by the City.

1. Purpose

The purpose of this LOI is to outline the mutual interest of both parties in exploring the feasibility and terms of a potential development project involving the subject property. This LOI is intended to serve as a basis for further discussions and is not legally binding.

2. Project Overview

Stride Development proposes to work with the City to evaluate and potentially develop the site into a public/private/mixed-use facility that supports downtown Devils Lake's economic vibrancy and aligns with the City's strategic planning and infrastructure goals.

3. Responsibilities

The City of Devils Lake agrees to:

- Provide access to relevant site information, including zoning, land use, environmental assessments, development incentives, and infrastructure data.
- Engage in good faith discussions regarding potential incentives, permitting, and public-private partnership opportunities.
- Indicate the capacity of existing water, sewer, stormwater, and utility infrastructure to accommodate the proposed development. Broadly provide the location of existing utility connections if able.
- Provide any relevant overlays or planned development districts impacting the site.
- Provide site information needed for development, such as alta survey, and environmental assessments.
- Articulate the city's specific housing goals, and desired housing types to guide the developer's project alignment.
- Clearly outline the steps, timelines, and required documentation for the development review and approval process, including any expedited review procedures for the project.
- Inform Stride about local, state, and federal funding programs, grants, and subsidies available for affordable housing projects and highlight any property tax abatements or other financial incentives offered to housing and mixed-use developers.

Stride Development agrees to:

- Conduct preliminary feasibility studies, including design concepts, cost estimates, and financing options.
- Present a conceptual preliminary site plan to the City detailing potential building configurations and how units might be arranged at the site.
- Planned number of housing units and the proposed mix of unit types and affordability levels
- Information on how the project will address accessibility requirements and ensure access to key proximate infrastructure.
- An estimated schedule for the various phases of the project, from planning and approvals to construction and occupancy based on current information available.

4. Exclusivity

Both parties agree to negotiate exclusively with each other regarding the development of the subject property for a period of 120 days from the date of this LOI. Neither party will solicit, entertain or discuss the sale, development, or transfer of subject property during this 120-day period without the explicit consent of the other party. If a definitive agreement is not reached within the 120-day period, the exclusivity ends and either party will be free to engage with other interested parties.

5. Non-Binding Nature

This LOI is not intended to create any binding legal obligations with regard to the development of subject property. Any binding agreement will be set forth in a future formal contract, subject to approval by the Devils Lake City Commission and Stride Development.

6. Governing Law

This LOI shall be governed by the laws of the State of North Dakota.

Signed:	apone Grant L
Jim Moe	Tyrone Grandstrand
Mayor	Founder & CEO
City of Devils Lake, ND	Stride Development, PBC
Date:	Date: <u>8.26.2025</u>

ORDINANCE NO. 1022

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS SECTION 9.72.010 OF THE DEVILS LAKE MUNICIPAL CODE, AND IN ITS PLACE INCLUDE THE FOLLOWING:

BE IT ORDAINED by the Board of Commissioners for the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter that Section 9.72.010 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

9.72.010 - Regulations.

It is unlawful for any child seventeen years of age or less to loiter, idle, wander, stroll, play on or upon or drive or ride about in a vehicle or be in or upon the public streets, highways, roads, alleys, or public buildings, places or grounds between the hours of eleven p.m. and five a.m.

ORDINANCE NO.1023

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS SECTION 9.72.040 OF THE DEVILS LAKE MUNICIPAL CODE, AND IN ITS PLACE INCLUDE THE FOLLOWING:

BE IT ORDAINED by the Board of Commissioners for the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter that Section 9.72.040 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

9.72.040 - Parental responsibility.

It is unlawful for any parent or guardian to permit, or by inefficient control allow, a violation of Section 9.72.010 by a child in his or her custody or control.

ORDINANCE NO.1024

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS SECTION 9.72.050 OF THE DEVILS LAKE MUNICIPAL CODE, AND IN ITS PLACE INCLUDE THE FOLLOWING:

BE IT ORDAINED by the Board of Commissioners for the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter that Section 9.72.050 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

9.72.050 - Penalty-Violation.

Any child, parent, or guardian violating this chapter shall be guilty of an infraction unless the provisions of NDCC 12.1-32-01(7) apply. Each violation of this chapter shall constitute a separate offense.



STAFF REPORT CITY COMMISSION MEETING SEPTEMBER 02, 2025

Agenda Item: Downtown Parking and Enforcement

Submitted By: Spencer Halvorson, City Administrator/Auditor

Mike Grafsgaard, Public Works Director

Jason Toso, Police Chief

Staff Recommended Action: Provide feedback on the proposed changes to Downtown

Parking and Enforcement

Current downtown parking restrictions and enforcement dictate no parking on streets and avenues in the Downtown District from 2am to 7am (except Sundays and holidays). There are parking lots that have restricted parking on either Mondays or Fridays.

There have been concerns that downtown parking restrictions are unnecessarily burdensome with inconsistent enforcement.

After deliberations and collaborations between the Police Chief, Public Works Director, and Street Supervisor, the below proposal would meet the needs of street cleaning and snow removal operations, while also providing a more consistent enforcement practice that directly coincides with Public Works operations.

Proposal:

Adjust street and avenue restrictions seasonally from 2am to 7am everyday except Sundays and holidays to:

NO PARKING

2am – 7am April 1 – Oct 31 Mondays and Fridays

NO PARKING

2am – 7am Nov 1 – Mar 31 Monday, Wednesday, Friday

The Police Chief, Public Works Director, and Street Supervisor support the proposed changes.

Current parking lot restrictions include Monday lots and Friday lots. Public Works is exploring the possibility of adjusting the parking lot schedules to Tuesday and Thursday lots, which would provide street & avenue parking opportunities on lot cleaning days where there is currently no option. This does create some street operation inefficiencies but the feedback from downtown district stakeholders is of interest to staff in the effort to come forward with a sound final proposal.

Staff plans to provide an opportunity for downtown property owners, business owners, and residents to give their perspectives on the proposed changes before a final recommendation to the Commission is made.

Attached:

Price Quote and Rendering of Potential Signage



Sign Solutions USA, LLC

2501 8th Ave NW, West Fargo, ND 58078 * PO Box 1408, Fargo, ND 58107-1408

844-303-3531 * Office: 701-237-1255 * Fax: 701-293-7811

Email: sales@signsolutionsusa.com * Website: https://signsolutionsusa.com

QUOTE # 28692

QUOTE DATE 08/27/2025

Bill to:

City of Devils Lake PO Box 1048 Devils Lake, ND 58301 Ship to:

City of Devils Lake 2815 Hwy 19 West Devils Lake, ND 58301 701.351.4725

FOB Terms: FOB Destination - Prepay & Add

	Cust #	Customer PO #	Requested By	Awarded Date	Exp. Ship Date	Salesp	erson	Job Assigned		Terms
	107199		Wade			Griffin T	hurston			30 Days
Line	Material	Description	on			Weight	Quantity	/ U	nit Price	Amount
1	93530-2418		X 18" Sign Digital arking // HIP White 3	3930 // Federal		544.60	140.00) EA	\$26.45000	\$3,703.00
2	93528		X 18" Sign Digital arking // HIP White 3	3930 // Federal		408.80	140.00) EA	\$19.84000	\$2,777.60
3	93510-1806		X 6" Sign Digital plaque // HIP White	3930 // Federal		135.80	140.00) EA	\$8.39000	\$1,174.60
								Sales Tax		\$0.00
				Total Weig	ght	1,089.20		Total Quote	9	\$7,655.20

Notes:

Sign Solutions USA reserves the right to punch holes in custom signs as best fit, in its sole discretion, to prevent interfering with the legend unless otherwise noted on this Quote. Sign Solutions USA will punch all MUTCD signs to federal punching standards unless otherwise specified on this Quote.

Freight Guidelines for enclosed truck, van or anything else that is not a flat bed:

Bundles

- One to a max of 4 bundles (25 ea.) no more than 14ft in length, or a max of 4500lbs total weight. Any shipments exceeding these guidelines must ship on flat bed.

- Any number of pallets in a enclosed trailer if total quantity falls within size and weight of carrier's guidelines.

Material only sale. All orders and sales are final. Unless otherwise specified above, payment due upon receipt. For special order items, unless otherwise specified above, payment due prior to ordering. Unless otherwise specified above, all material FOB the Sign Solutions USA, LLC West Fargo, North Dakota office. This Quote is valid for 15 days unless otherwise specified above. In the event of any conflict between the terms of this Quote, Sign Solutions USA, LLC Order Confirmation, and any Purchase Order or other agreement with the Purchaser, the terms of this Quote and the Sign Solutions USA, LLC Order Confirmation will govern. This Quote is made effective as of the date issued, sets forth the goods, supplies or materials to be provided by Sign Solutions USA, LLC and is further subject to the terms and conditions detailed at https://signsolutionsusa.com/terms-conditions/, which are incorporated herein by reference.

NO PARKING

2AM - 7AM
APRIL 1-0CT 31
MON & FRI
NOV 1ST-MAR 31ST
MON, WED, FRI

2AM-7AM

APRIL 1-OCT 31 MON AND FRI NOV 1ST-MARCH 31ST MON, WED, FRI

18 in

18 in

18 in

Mike Grafsgaard – City Engineer Devin Gathman – Assistant City Engineer Helen Carlson – Engineering Admin



To: President Moe and City Commissioners

From: Mike Grafsgaard, City Engineer/Public Works Director

MEG)

Date: August 27, 2025

Re: Flood Protection Surplus Real Estate

In 2012 the City acquired property from Neal Ackerman for our flood protection project. The Corps of Engineers required the City to obtain title to some portions of Mr. Ackerman's property (where dike sections were constructed) and requested the City acquire an easement for some high ground portions of his property where no dike was needed, but the high ground needed to remain. At that time, the landowner (Neal Ackerman) was not interested in granting the City an easement for the high-ground area and requested the City purchase the high-ground area and other property in excess of what was needed for the dike. Due to the timely nature of the project, the Corps agreed to have the additional property purchased as part of the project.

Since the dike was built, the City has leased portions of the excess property back to Mr. Ackerman. Mr. Ackerman now would like to purchase some of this excess property that he originally sold to us.

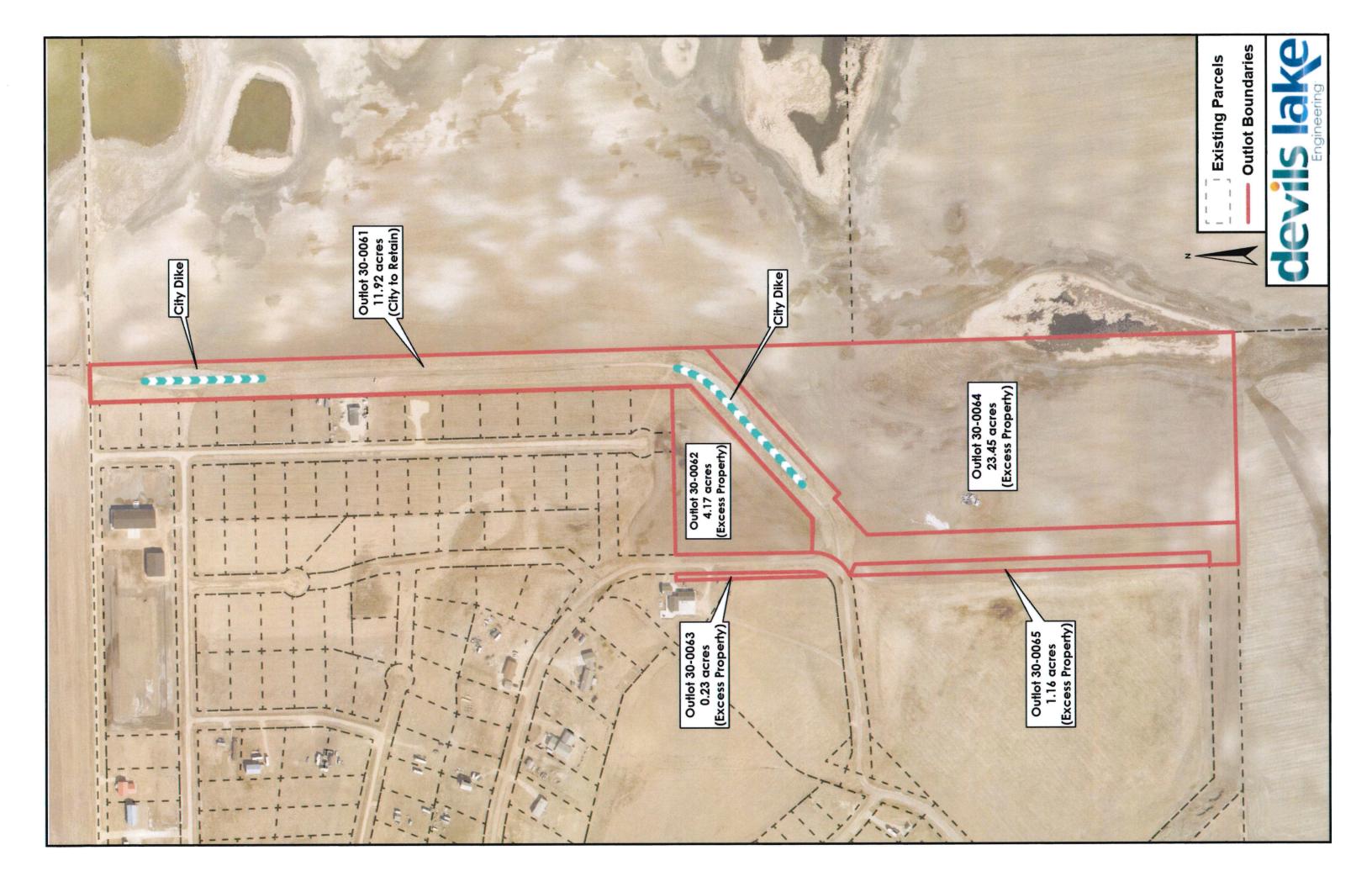
The attached map identifies the property the City would retain for flood protection purposes and identifies the excess property that could be declared surplus. The property the City would retain ownership to includes the dike areas, the high-ground areas, and property that will allow the City access to the dikes for maintenance purposes.

City policy has been that when the City releases an easement or sells property that was originally purchased for the dike, but is no longer needed, the City is reimbursed what it originally paid for the easement/property. In this case, the City paid \$2,500 per acre for the land purchased from Mr. Ackerman. Therefore, if the City Commission elects to declare the excess property surplus, I recommend the City place a minimum bid of \$2,500 per acre for the property.



Total acreage of the excess property is 29.01 acres. The excess acreage includes: Outlot 30-0062 (4.17 acres), Outlot 30-0063 (0.23 acres), Outlot 30-0064 (23.45 acres) and Outlot 30-0065 (1.16 acres). Therefore, the minimum bid would be \$72,525.

I don't envision a reason for the City to retain ownership of the excess property and feel declaring it surplus would not negatively impact the City. Declaring the land surplus could allow the property to be developed or privately used in a fashion that could be a positive impact to our area. Therefore, I recommend the City Commission declare Outlots 30-0062, 30-0063, 30-0064 and 30-0065 surplus with a minimum bid of \$72,525. Since flood protection funds were used for the original purchase of the property, I further recommend that proceeds from the sale go to the embankment equipment reserve fund. Sale would be through written bids opened at the October 6th City Commission meeting. The top three bidders could orally raise their bid during the meeting. Highest bidder would pay 10% down and sign a purchase agreement. The balance of the purchase price would be due in 30 days.



LIST OF BILLS FOR THE CITY OF DEVILS LAKE 2-Sep-25

VENDOR	AMOUNT DUE
	-
AIRPORT	
Capital One-Walmart	\$41.88
City of Minot	\$130.00
CNH Industrial Accounts-High Plains Equipment	\$295.62
Dakota Implement-NAPA	\$55.98
Dominic Eritano	\$375.00
Hiniker Company	\$56,755.98
Mead & Hunt	\$48,642.57
Midco	\$370.13
CITY	
Advanced Business Methods	\$210.39
AT & T	\$2,249.25
Balco Uniform	\$871.00
Boy Scout Troop 31	\$250.00
Capital One-Walmart	\$845.77
City of Devils Lake	\$118,392.42
CNH Industrial Accounts-High Plains Equipment	\$428.65
Corporate Technologies	\$9,693.00
Craftsmen Industries	\$5,729.03
Creative Impressions	\$600.00
Dakota Implement-NAPA	\$5,601.57
Devils Lake Collision & Glass	\$1,793.11
Devils Lake Park Board	\$58,785.24
DL Chamber of Commerce/Tourism	\$56,325.32
Ecolab	\$153.72
Enrique Quintero	\$15.00
Ess Brothers & Sons	\$3,971.00
Everspring Suites-Bismarck	\$110.00

LIST OF BILLS FOR THE CITY OF DEVILS LAKE 2-Sep-25

VENDOR	AMOUNT DUE
First Choice Promotions-Decorated Wearables	\$130.44
Hach	\$103.00
Hawkins	\$13,241.77
Heiman Fire Equipment	\$665.52
Interstate Power Systems	\$687.24
Jamestown Communications	\$107.00
Jayson Duciaume	\$68.00
Keller's Britewway	\$22.00
Lake Region Heritage Center	\$2,400.00
Lamotte's Paint & Glass	\$1,838.85
Les Schwab Tires	\$818.88
M & T Fire and Safety	\$735.12
Mid-Land Excavating	\$3,917.50
Midstates Wireless	\$65.00
ND Dept of Enviromental Quality	\$35.00
Newby's Ace Hardware	\$16.14
Nutrien Ag Solutions	\$763.20
Paul Poitra	\$68.00
Polk County Sheriff Dept	\$20.05
Ramsey County Weed Board	\$200.40
Razor Tracking	\$75.00
Robert Johnson	\$224.60
Service Tire	\$6,211.31
Stone's Mobile Radio	\$439.81
Tanya Weiler	\$1,250.00
The Needle's Eye	\$99.50
Tractor Supply Credit Plan	\$746.93
Tri-State Paving	\$42,131.86
Usable Life	\$462.90

LIST OF BILLS FOR THE CITY OF DEVILS LAKE 2-Sep-25

VENDOR	AMOUNT DUE
TOTAL LIST OF BILLS	\$450,236.65