



## City Commission Meeting Agenda

Devils Lake City Hall Commission Chambers

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

**Monday, May 6, 2024**

Directly following BOE Meeting

### Meeting Items

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Minutes – April 15, 2024

### Awards and Proclamations

- 1) NDDOT Commemorative Coin Award – Traffic Safety – TFO Rey Hennen
- 2) Devils Lake Police Department Appreciation – Officer Darin Rixen
- 3) Life Saving – Sergeant Andrew Johnson, Officer Damond Brokke, & Officer Amber Scheen
- 4) Wade Sharbono – 20 years
- 5) 2024 Arbor Day Proclamation

### Public Hearings – 5:30 PM

- 1) N/A

### Bid Openings – 5:30 PM

- 1) N/A

### Visitors or Delegations

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

- 1) Lake Region Ambulance Service
- 2) Safe Alternatives for Abused Families

### Commission Portfolios

- 1) Fire – ARFF Mission Assumption Timeline and Update

### Old Business

- 1) Reject Bid – 2024 Asphalt and Concrete
- 2) Recommend Award - 2024 Curb, Gutter, and Sidewalk
- 3) Recommend Award - City Project 240102 St Imp District 80-24

### Consent Agenda

- 1) N/A

### New Business

- 1) Irrevocable Standby Letter of Credit – USDA/Nodak Rural Economic Development Loan (Dockside Entertainment Center)
- 2) Agreement for Installation, Operation and Maintenance of Exterior Security Cameras for Downtown Surveillance
- 3) Recommendation of Cost Participation, Construction and Maintenance Agreement – 8<sup>th</sup> Ave SE, 10<sup>th</sup> Ave SE, 16<sup>th</sup> St SE, 17<sup>th</sup> St SE
- 4) Recommend Acceptance of Outlot – Sletteland Property
- 5) Lease of Property – Neil and Roberta Ackerman

- 6) Budget Amendment 24-02 - SCADA System Upgrade
- 7) Recommendation to Approve Lease of Property – Dennis Riggin DBA Coyote Flats Golf Center
- 8) Resolution – Adoption of Multi-Hazard Mitigation Plan

**Citizen Comment**

- 1) N/A

**Informational Items**

- 1) N/A

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

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

Minutes of the Devils Lake City Commission  
April 15, 2024

The regular meeting of the Devils Lake City Commission was held on April 15, 2024 with the following members present: President Moe, Dale Robbins, Jason Pierce, Shane Hamre and Rob Hach.

Commissioner Robbins moved to approve the minutes of the regular Commission meeting held on April 1, 2024. The motion was seconded by Commissioner Hach, and the motion carried unanimously.

2024 Curb, Gutter, and Sidewalk – The City Administrator communicated that we received one (1) bid from Elshaug Concrete. The bid amount was for \$58,406. The City Attorney confirmed that Elshaug Concrete had a contract license. Commissioner Hach made a motion to refer the bid to the Engineering Department for review. Commissioner Robbins seconded the motion, and the motion carried unanimously.

2024 Asphalt and Concrete Street Repair – The City Administrator communicated that we received one (1) bid from Strata Corporation. The bid amount was for \$193,250. The City Attorney confirmed that Strata Corporation had a contract license. Commissioner Robbins made a motion to refer the bid to the Engineering Department for review. Commissioner Pierce seconded the motion, and the motion carried unanimously.

Commissioner Hach – The City Engineer communicated that garbage pickup will hopefully be moved back to the alley on April 29<sup>th</sup>. The City Assessor communicated that during the board of equalization meeting we failed to make proper motions, so that will be brought forward at the next meeting.

Commissioner Hamre - The City Engineering communicated that there is not an update for the Utility Department.

Commissioner Robbins – The City Engineer communicated that bids will be opened for the Westside Project on April 25<sup>th</sup> at noon in the Commission Chambers. He also mentioned that the Street Department is working on crack sealing, pot hole patching, street sweeping, and alley work.

Commissioner Pierce – The Fire Chief communicated that they are working on repairing the street lights.

The Interim Police Chief communicated that they have been dealing with juveniles being out past curfew, so their guardians are being cited for that.

The City Administrator gave an update on quarter one utilities, sales tax, and investment portfolio. He also mentioned that one of the Chief of Police candidates had withdrew.

The City Attorney communicated that he has been working with the Fire Chief to stay on top of the Nuisance/Junk ordinances.

City Attorney Services – The City Administrator communicated that the current City Attorney has expressed willingness to continue providing legal services to the City beyond his resignation date of April 30<sup>th</sup>, 2024. He is willing to do so at the current contracted rate through June 30<sup>th</sup>, 2024. If the City does not have an appointed attorney by that time, the law firm's standard hourly rate would be charged for the remainder of the arrangement. Commissioner Pierce made a motion to approve the services with the City Attorney. Commissioner Robbins seconded the motion. The motion carried unanimously on a roll call vote.

Air Rescue Fire Fighting Mission – City of Devils Lake and Devils Lake Regional Airport – The City Administrator communicated that himself, Commissioner Pierce, and the Fire Chief met with the airport authority board at their meeting on April 8<sup>th</sup>. After communicating to the full airport authority the City's terms for assumption of the ARFF operations, they approved and committed to the following:

- 1) Reducing the airport's FTE by one
- 2) Committing \$25,000 from the airport's operations account for one-time start-up expenses
- 3) Assisting the City in applying for future grants with the FAA and other federal agencies in the effort to replace major pieces of necessary equipment (SCBA's and the ARFF truck)
- 4) Taking a revenue reduction from the City to compensate for the reduced personnel expenses in the airport's operating budget.

Commissioner Hamre made a motion to add one FTE to the Fire Department. Commissioner Pierce seconded the motion. The motion carried 4-1 on a roll call vote.

Adjustment to Grade and Step – Assistant Fire Chief – The City Administrator communicated that it has been asserted that with the pending assumption of ARFF responsibilities at the airport, a grade adjustment for the Assistant Fire Chief from a 13 to a 15 is warranted. The Fire Chief briefly discussed the duties that the Assistant Fire Chief will be taking on if they do ARFF responsibilities. There is also a memo from the HR Consultant attached to the agenda. Commissioner Hamre made a motion to approve the motion. Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote.

Engineering Agreement – Highway 2 Lighting – The City Engineer communicated that street lights are going to be extended on Highway 2 from Gouldings Road to East of Urban Limits. He also went over the agreement that is attached to the agenda. Commissioner Pierce made a motion to approve the agreement for highway 2 lighting. Commissioner Robbins seconded the motion, and the motion carried unanimously.

Approval of Grant Application – Automated Sanitation Truck – The City Engineer communicated that the City had budgeted for a \$300,000 read loading garbage truck to replace an existing one that is currently being used. He mentioned that an automated system will provide larger residential cans, 64 and 96 gallons, rather than the 32 gallon that is currently used. It is estimated that switching to an automated system will cost between \$600,000 and \$650,000. Switching to this system will allow the department to operate with one less employee, which would save the City an estimated \$80,000 per year. The Sanitation Supervisor communicated that he recently went on a garbage route with an automated truck for a few hours and got quite a bit of questions answered. The recommendation is to appoint the City Engineer as the authorized representative to apply for USDA grants. He also recommends the City Commission support the Sanitation Department in continuing to evaluate an automated residential collection system to see if it is the best option for the City. Commissioner Hamre made a motion to approve the recommendations. Commissioner Robbins seconded the motion, and the motion carried unanimously.

Declaration of Surplus Property – The City Administrator communicated that it is recommended to declare the attach list of property surplus. Commissioner Hamre made a motion to approve the declaration of surplus property. Commissioner Pierce seconded the motion, and the motion carried unanimously.

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

**SPENCER HALVORSON**  
**CITY ADMINISTRATOR/AUDITOR**

**JIM MOE**  
**PRESIDENT OF CITY COMMISSION**



## ARBOR DAY PROCLAMATION

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, Trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and beautify our community and

WHEREAS, Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Devils Lake has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Jim Moe, Mayor of the City of Devils Lake, do hereby proclaim May 17, 2024, as:

### ***"ARBOR DAY"***

in the City of Devils Lake, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 6th day of May, 2024.

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JIM MOE, MAYOR  
CITY OF DEVILS LAKE



## Funding for Lake Region Ambulance Emergency Medical Services

04/23/2024

Dear Commissioners,

For those that do not know me well, I am a Paramedic and Director of Operations for Lake Region Ambulance Service in Devils Lake, ND. I have been with the Ambulance for the past 30 years, and I have also been a volunteer Firefighter for the past 25 years. I am also an Instructor/Coordinator for EMS within the state of North Dakota, and on the Board of Directors for the North Dakota Emergency Medical Service Association. To that capacity, I am the Co-Chair of the State EMS Advocacy Committee, as well as on the State EMS Education Committee. With that being said, I have been active within our community for several years, serving on many Boards of Directors such as Safe Alternatives for Abused Families, Region III Homeless Coalitions, ND Vision Zero, and the Lake Region Suicide Prevention Coalition to name a few, as well as serving with the Kiwanis and the Rotary. I have come to know several of our region's fine citizens and organizations and have spent most of my life in service of the Lake Region.

I am writing to you with great concern for the immediate future for Emergency Medical Services (EMS) in our state, your county and for our organization, for which we all belong to. In 1981, the Omnibus Budget Reconciliation Act (OBRA) eliminated federal funding to states established by the 1973 Emergency Medical Services (EMS) Systems Act, which help aid in the funding for ambulance services, but instead, moved to provide block grants to the states for funding. This was not well-developed and has made funding of ambulance services across the nation very challenging. No where is this truer than in rural areas of the United States, and even more so for the states that are considered, super-rural, or frontier states, such as North Dakota. This is a particular problem for low-volume rural ambulance agencies, such as Lake Region Ambulance, where the challenges of large geographic services areas, inadequate payment to cover standby and fixed costs, and a significant workforce of paid, paid-volunteer models require appropriate allocation of Federal, State, and local resources to ensure reasonable access to EMS services (MacKinney, 2021).

Lake Region Ambulance is a non-profit, private ambulance service that is supported almost 100% by fee-for-service public and private insurance payments. These insurance payments have been steadily declining

since 2017 and typically see reimbursement rates of 20 to 40% of the total fee-for-service charge. The Centers for Medicare & Medicaid Services (CMS) employs these fee schedules for ambulance services, and most other insurances will mirror what CMS is paying. The Bipartisan Budget Act of 2018 extended ambulance add-on payments until 2022 to include a 22.6 percent increase for transport originating in areas that are deemed super-rural by CMS, which is most of North Dakota. Fee schedules currently do not pay for ambulance services that do not result in transportation to a hospital, and it is estimated that approximately 5 percent of EMS patient transports were from the scene to a destination other than an emergency department. These patient transports usually are not reimbursed, nor are patient refusals, evaluations, etc. To give you an example of the hard times facing Lake Region Ambulance Service, last year alone, we provided 4.4 million dollars in services for our region, and due to cuts by CMS and other insurance agencies, we have only been able to collect \$1,176,000.

Rural EMS agencies have noted that relying on fee-for-service can cause financial problems for their services due to several factors. The primary costs of our rural EMS agencies are related to maintaining emergency response readiness, and as these services are only getting paid to transport patients to the hospital, these sources of revenue do not adjust for the standby costs of personnel and equipment that are necessary to maintain a state of emergency readiness, regardless of the volume of calls. Preparedness for services also has significant fixed costs that are constant, such as the cost of the ambulances, the equipment needed to respond to all medical emergencies, as these costs do not decrease for agencies with lower call volumes. For example, just one ambulance costs up to \$375,000.00, and one cardiac monitor can cost \$55,000.00. Lake Region Ambulance Service needs to maintain a fleet of four Advanced Life Support (ALS) Ambulances to support the demographics and calls for the entire Lake Region. There was an effort to help reduce the negative financial impact of low service volume EMS agencies with the Frontier Community Health Integration Program (FCHIP – a Center for Medicare & Medicaid Innovation demonstration that ended in 2019) which helped stabilize the critical services that financially distressed rural ambulance agencies.

Not only does a rural EMS agency suffer from lack of payments, but they are also subject to oversight and controls by a plethora of other agencies, such as the Department of Transportation (DOT), the Department of Defense (DOD), Department of Homeland Security, the Federal Aviation Administration (FAA), and Federal Communications Commission (FCC) all have at least some jurisdictions over EMS systems. The Department of Health and Human Services (HHS) is ultimately responsible for CMS payments, the DOT is responsible for emergency vehicle regulation, and most of these federal services overlap, causing great confusion. For this purpose, most EMS systems are regulated by individual state HHS departments. The National Highway Traffic and Safety Administration (NHTSA), within the DOT, has historically supported state-based EMS efforts. The Federal Interagency Committee on EMS includes representatives from multiple departments and is staffed by NHTSA. The committee meets twice yearly, but its last report to Congress was in 2013, meaning that ambulance



reimbursements have changed little since then. The State EMS within most State HHS departments receives fragmented federal funding from up to ten sources. Across the states, funding from State general funds for State EMS offices declined 10 percent from 2014 to 2018. The fragmented approach to EMS regulation, oversight, financing, and other assistance lacks strategic focus and inadequately supports struggling rural ambulance agencies. (MacKinney, 2021)

With all the challenges for fee-for-service ambulance services, Lake Region Ambulance is facing difficult times in keeping up with the standards and requirements for an ALS service operating at a constant emergency preparedness status for its community and its citizens. Most Americans would agree that Emergency Medical Services and transportation should be available in all jurisdictions, 24 hours a day, 365 days a year. But universal access to emergency care is in jeopardy in rural areas where people live, work, or gather for recreation. Yet, only 11 states have codified EMS in State statute as an essential service (MacKinney, 2021), which North Dakota does not. Point in fact, under Job Services, Paramedics and EMT's are listed as Chauffeurs, not Medical Providers. With costs continuing to spiral out of control for most frontier EMS services, formulating an ambulance tax district will enable local EMS services in providing essential services and emergency preparedness ready for the area community and citizens.

Ambulances are on the precipice of maturing from being considered transportation means only for emergency situations, to a recognized medical healthcare provider that has unique services that it provides for our communities. We have seen that CMS and private healthcare insurances have been historically paying EMS services for transportation only and not providing the needed payment for the healthcare providers, equipment, and training involved for every ambulance call. With the Bipartisan Act of 2018 and the development of the HHS collect, cost, revenue, utilization, or referred simply as the cost-data-collection, collecting information pertaining to EMS services from January 1, 2020, through 2024, EMS may find that those associated costs may start being covered. However, as such is everything, COVID-19 caused a slight delay in the implementation of this program, and as a result, solutions are still a couple years behind.

On 04/24/2023, Governor Burgum signed HB 1365 that acts to create and enact a new section to chapter 11-283 and a new section to chapter 23-27 of the North Dakota Century Code, which requires the formation of rural ambulance service districts. Under this new law, Lake Region Ambulance Service is on the border of being required to formulate a rural ambulance tax district (which was based off data from 2007), and the new 2023 data demonstrates that our ambulance service would indeed warrant the necessity to formulate a rural ambulance tax district, according to the North Dakota Emergency Medical Systems Unit Deputy Chief Chris Price. The current financial situations of rural ambulances is not sustainable, and we see no way of surviving without the help of our

communities. Supplementing our emergency services through an ambulance tax district will greatly improve the quality of service, equipment, education, and overall readiness of our organization.

To this end, we see the value of formulating the Lake Region Rural Ambulance Tax District, but, if it does pass, this means we will not see funding until 2025. I am writing to you in an effort to help secure funds to continue ALS services in our area. The money that we have been receiving is not enough to even cover our payroll and we will soon be out of funds. I have been asking our US Senators and U.S. Representative for assistance while we strive for an ambulance district, but also wanted to ask you in your capacity as our commissioners for emergency assistance. The State of North Dakota has funds available for smaller services to stay afloat but does not have funds available to the 10 largest EMS services, of which Lake Region Ambulance is included. With the closure of our only reasonably available rotary air ambulance service, we have become the sole ALS service that provides critical transports, and with our current funding model, have become severely understaffed and without the resources to provide services to our community. We are asking for your help. We are in the process of setting up an Ambulance Tax District in this region and helping set them up throughout the NE region of our state, and we will be appearing on the ballot this June to ask the citizens for formulating the tax district in this region. In formulating an Ambulance Tax District, we will be seeking Mill Levies to help fund the ambulance service for the future. Without these funds we will be forced to close our doors and another alternative will need to be approached by the citizens. Our emergency services for law enforcement and fire have long been subsidized by tax districts and government agencies, while we have not received any payments.

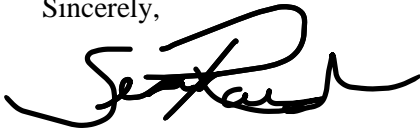
The purpose of this letter is for full disclosure, and to inform all commissioners that we are in dire straits, and we may need financial assistance or guarantees in the next year and a half, while we attempt to formulate and fund the Lake Region Rural Ambulance Tax District. Currently, we have enough funds for one more payroll and will be short not only in paying our employees, but also paying our bills. We are estimating that over the next three months we will be short roughly \$100,000.00 to maintain our services. Our Board of Directors and Lake Region Ambulance service are asking for assistance in the next coming months in pursuing funding. If the election for formulating an ambulance tax district is successful, we will be able to secure loans to keep our doors open until we start receiving mill levies. If we do not receive the vote, and do not form a tax district as required by the state by 2025, Lake Region Ambulance service will be forced to close our doors. We have been in operation since 1966 in the Lake Region and have asked for little help and we are asking for help now. We wished to avoid asking for funds, but as expenses increased, our reimbursements decreased and we were not able to fill the necessary gaps, and we held off asking for as long as possible.

I assure you that our service is not alone in this, and as many of the ambulance services in the state start to close, it will be the surrounding ambulances that will be required to provide services to increasingly larger areas.

Many North Dakota ambulance services are in a pinch due to recruitment and retention issues, among other factors, according to the EMS association. North Dakota could lose as many as 30 ambulance services in the next decade. Under North Dakota law, when an ambulance services closes, the nearest neighboring ambulance service is required to take on the shuttered provider's response area. This mandate isn't backed by any funding, so remaining providers don't get any additional financial support to help them deal with the extra service calls (Steurer, 2024). This is not only a state problem, but a national problem facing EMS. In the references, I have several articles from New York to Wyoming pertaining to the brink of collapse of our EMS systems.

We would not be asking if we were not running out of options, but we wish to keep Emergency Medical Services available in the Lake Region and need some support over the next months. I will be starting a campaign as well for support of the Lake Region Rural Ambulance Tax District and will be addressing not only the commissions, but also through public forums, social media, radio, and newspaper to gain support for this initiative. If you have any questions, please contact me on my Private Number, (701)351-6152.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Roed", with a stylized flourish at the end.

Sean Roed, B.S. EMSA, Paramedic, I/C

Director of Operations

Lake Region Ambulance Service

## References

MacKinney, C. A. (2021, January). Characteristics and challenges of rural ambulance agencies.

Retrieved from <https://rupri.org/wp-content/uploads/Characteristics-and-Challenges-of-Rural-Ambulance-Agencies-January-2021.pdf>

ND Legislative Branch. (2009). The health status of North Dakota Health and health care in

north ... Retrieved from <https://www.ndlegis.gov/assembly/61-2009/docs/pdf/19045appendixb.pdf>

Steurer, M. (2024, April 15). Proposal aims to prevent ambulance service gaps in North Dakota.

InForum. <https://www.inforum.com/news/north-dakota/proposal-aims-to-prevent-ambulance-service-gaps-in-north-dakota>

Links and Articles:

[North Dakota Rural EMS Improvement Project \(ndlegis.gov\)](#)

[Proposal aims to prevent ambulance service gaps in North Dakota -](#)

[InForum | Fargo, Moorhead and West Fargo news, weather and sports](#)

[Wyoming: Rural ambulance crews are running out of money and](#)

[volunteers | CNN](#)

[Rural Emergency Medical Services Strained To Financial Breaking Point :](#)

[Shots - Health News : NPR](#)

[Suburban EMS squads face staff shortages and financial issues - WHYY](#)

NYC delivery workers to make more than FDNY EMTs

<https://www.ems1.com/fdny-ems/articles/nyc-delivery-workers-to-make-more-than-fdny-ems-zwsliaasyRKrEF1U/>

Iowa county considers making EMS an essential service

<https://www.ems1.com/ems-management/articles/iowa-county-considers-making-ems-an-essential-service-ycvvJcrqbdAPupRz/>

Pa. city officials scramble for EMS after ambulance service suddenly stops operations

<https://www.ems1.com/funding/articles/pa-city-officials-scramble-for-ems-after-ambulance-service-suddenly-stops-operations-t53U1ElzpogBJ3lA/>

Research finds 82K Mainers live in 'ambulance deserts'

<https://www.ems1.com/rural-ems/articles/research-finds-82k-mainers-live-in-ambulance-deserts-0ld2UTiVP2s7tU7T/>

'Going for broke': Low staffing leaves only one ambulance ready in Iowa county

<https://www.ems1.com/staffing/articles/going-for-broke-low-staffing-leaves-only-one-ambulance-ready-in-iowa-county-Pvy4JvAcg7CvcXPX/>

**LAKE REGION AMBULANCE SERVICE  
DEVILS LAKE, NORTH DAKOTA  
FINANCIAL STATEMENTS  
DECEMBER 31, 2023**

DANIELS & BURDICK CPA, PC  
Certified Public Accountant  
Devils Lake, North Dakota 58301

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**Daniels & Burdick CPA, PC**

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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors  
Lake Region Ambulance Service  
Devils Lake, North Dakota

Management is responsible for the accompanying financial statements of Lake Region Ambulance Service, (a non-profit organization) as of December 31, 2023 and 2022, and the related statements of activities and functional expenses and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. I have performed the compilation engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. I did not audit or review the financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an opinion, a conclusion or provide any form of assurance on these financial statements

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations and cash flows. Accordingly, these financial statements are not designed for those who are informed about such matters.



DANIELS & BURDICK, CPA PC  
DEVILS LAKE, NORTH DAKOTA

April 23, 2024

**LAKE REGION AMBULANCE SERVICE  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2023 AND 2022**

ASSETS	2023	2022
Cash		
Cash in bank - FUB (general)	\$ 4,748	\$ 32,383
Cash in bank - FUB (payroll)	459	617
Undeposited Funds	182,750	
Total Cash	187,957	33,000
Accounts receivable	392,777	400,324
Investments (see supporting statement)	35,276	397,693
Fixed Assets		
Land, building & improvements	2,345,301	2,345,301
Vehicles & equipment	1,443,299	1,573,151
	3,788,600	3,918,452
Accumulated depreciation	(1,530,459)	(1,364,640)
Net fixed assets	2,258,141	2,553,812
Total Assets	\$ 2,874,151	\$ 3,384,829
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts payable	\$ 14,417	\$ 16,974
Accrued payroll taxes	8,357	10,767
Total liabilities	22,774	27,741
NET ASSETS		
Without donor restrictions	2,851,377	3,357,088
With donor restrictions		
Total Net Assets	2,851,377	3,357,088
Total Liabilities and net assets	\$ 2,874,151	\$ 3,384,829

**LAKE REGION AMBULANCE SERVICE**  
**STATEMENT OF ACTIVITES**  
**FOR THE YEAR ENDED DECEMBER 31, 2023 AND 2022**

OPERATING ACTIVITIES	2023	2022
REVENUES AND OTHER SUPPORT		
Services	\$ 1,306,481	\$ 1,374,718
Donations & grants	43,643	77,385
Interest & dividends	4,485	1,637
Government Payments (Covid)	-	150,204
Miscellaneous Income	21,815	16,233
Insurance Proceeds	-	2,200
Dues - members	39,679	42,215
	1,416,103	1,664,592
EXPENSES		
Grants, Contributions	-	-
Conventions, training & travel	23,669	25,277
Depreciation	248,563	261,596
Employee benefits	223,830	167,367
Insurance	22,881	21,618
Legal & accounting	7,335	5,560
License, dues & taxes	1,661	3,789
Merchandise & supplies	72,814	99,349
Miscellaneous	1,971	5,681
Office, postage & computer expense	7,654	8,048
Payroll taxes	88,687	94,329
Repairs & maintenance	34,831	40,642
Computer & software support	20,803	19,944
Retirement plan	22,030	68,196
Salaries & wages	1,066,866	1,084,338
Telephone & utilities	37,650	32,912
Uniforms & cleaning	35,137	7,338
Vehicle expense	64,065	65,660
	\$ 1,980,447	\$ 2,011,644
<b>INCOME FROM OPERATIONS</b>	<b>\$ (564,344)</b>	<b>\$ (347,052)</b>
OTHER INCOME		
Insurance Proceeds	182,750	
Loss on Totaled Asset	(124,117)	-
	58,633	-
<b>NET INCOME/(LOSS)</b>	<b>\$ (505,711)</b>	<b>\$ (347,052)</b>
NET ASSETS		
Net assets, beginning of period	\$ 3,357,088	\$ 3,704,140
Change in net assets from operations	(505,711)	(347,052)
Net assets, end of period	\$ 2,851,377	\$ 3,357,088

**LAKE REGION AMBULANCE SERVICE**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
Cash Flows from Operating Activities		
Income / (loss) from continuing operations	\$ (505,711)	\$ (347,052)
Add / (deduct) items not affecting cash:		
Depreciation	248,563	261,596
(Increase) / decrease in accounts receivable	7,547	(31,307)
Increase / (decrease) in accounts payable & accrued expenses	<u>(4,967)</u>	<u>(5,649)</u>
Net cash flow from (used by) operating activities	(254,568)	(122,412)
Cash Flows from Investing Activities		
Sale of assets	124,117	-
Purchases of equipment & land	(77,009)	(262,552)
(Increase) / decrease in investments	<u>362,417</u>	<u>325,783</u>
Cash from (used by) financing activities	409,525	63,231
Cash Flows From Financing Activities		
Payment of long-term indebtedness	-	-
Issuance of long-term debt	<u>-</u>	<u>-</u>
Cash from (used by) financing activities	-	-
Increase / (Decrease) in Cash and Cash Equivalents	154,957	(59,181)
Cash and Cash Equivalents at the Beginning of the Period	<u>33,000</u>	<u>92,181</u>
Cash and Cash Equivalents at the End of the Period	<u>\$ 187,957</u>	<u>\$ 33,000</u>

**LAKE REGION AMBULANCE SERVICE  
FINANCIAL POSITION - SUPPORTING STATEMENT**

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INVESTMENTS

The company has the following savings invested in various financial institutions

<u>Institution</u>	<u>December 31</u>	
	<u>2023</u>	<u>2022</u>
First United Bank - Money Market	\$ 35,276	\$ 250,140
Bremer Bank - CD's (2)	-	147,553
	<u>\$ 35,276</u>	<u>\$ 397,693</u>

May 3, 2024

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

Greetings Mayor Moe and Commissioners,

Safe Alternatives for Abused Families (SAAF) has been providing services within the Lake Region since 1979 and became a 501(c)3 in 1982. The service area that SAAF covers include Ramsey, Benson, Eddy, Towner, Wells, and Nelson counties. Our primary services are related to providing safe and secure shelter for victims of domestic and sexual violence and victim advocacy,

Over the past few years, we have been expanding our services to fill gaps within our region. Among those services we now provide batterer's treatment program for men and women offenders and supervised visitation and exchange program for children to meet with the visiting parent in a safe location. We are also equipped and setup to perform forensic medical examinations (FME's) through our Sexual Assault Program. SAAF has employed a full time Sexual Assault Nursing Examinations (SANE). Previously, victims of sexual assault may have had to travel as far as Fargo to get this examination which reduced the likelihood the victim would agree to the examination, increased the volume of resources used to access the examination, and most importantly would only add to the trauma the victim is already experiencing. We have also partnered with the Salvation Army to share a full-time position to keep their presence here.

Over the past couple of months, we have been working with Eventide and have a purchase agreement in place to obtain the old Good Sam property. Eventide has graciously offered to gift the property to us. We expect to take control of the property by June 1, 2024, and hope to move SAAF's operations into the building by October 1, 2024. While the building is in generally good condition, there are things that we need to address before moving in.

We have some significant plans to utilize this campus as effectively and efficiently as possible to include further expansion of the services that we provide. While moving our current operations and opening the domestic violence shelter is our main priority, including the other services SAAF is currently providing, we are also actively working toward providing certified shelter beds for youth through the state Systems of Care grant. We are working to establish a way to provide attendant care in conjunction with the certified shelter bed program.

Longer term plans would include providing homeless shelter for women and children. We want to work hand-in-hand with the Lake Region Community Shelter to maximize the bed space available for the homeless. We are also working through how to incorporate day care services within the campus. We intend to utilize the kitchen to provide meal services for our shelter clients, serve as a soup kitchen in some capacity, and potentially seek contracts for entities needing food service.

We are partnering with several agencies to provide permanent and outreach office space within the campus. We are also working with First Nations Women Alliance and Spirit Lake Tribal entities to efficiently share limited and needed resources.

We have identified that we may have space that would be available if there was an entity that wanted to do social detox. Currently, SAAF is not interested in, nor do we have the resources to administer a social detox program.

As you can imagine, providing all these services to a wide range of demographics, the different services need to be isolated within the campus with restricted external and internal access to ensure that confidentiality and safety of those receiving shelter and services are maintained. We are confident that the physical plant of this campus gives us the ability to meet these expectations.

As we work to fill gaps in services in the region we will be creating employment opportunities. All the various shelter services (domestic violence, homeless, and certified youth shelter beds) will require separate 24/7/365 staffing, plus qualified individuals to lead each branch of service.

SAAF is funded primarily through grants, but also receives funds from fundraising and donations. The majority of our grant funds are reimbursable, meaning that we have to expend the money then wait for the wheels to turn before we are reimbursed. Our executive director, Melandie Deplazes, has been working tirelessly to apply for and seek grant funding to help with the costs of renovations and improvements needed for the physical plant.

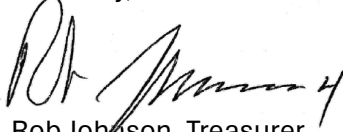
In 2023, SAAF served 219 victims of those 180 domestic violence survivors and 39 sexual assault survivors and out of the sexual assault survivors there were 17 forensic medical exams performed. 29 families were placed in shelter for a total of 2,195 bed nights. SAAF answered 493 crisis hot line calls. 29 training events and/or presentations were given to schools and community organizations, reaching a total of 582 people.

There has been a lot of support and encouragement from within the community for the efforts we are making. Things continue to evolve and priorities change depending upon the resources available to us. While there are a lot of service needs that need to be filled, and we are eager to fill some of those gaps, our board is committed to doing so in a smart and sustainable manner.

This is a high overview of SAAF and the efforts we are making. If you ever have any questions or would like to be more involved, please do not hesitate to contact any of us.

On behalf of the SAAF board and program, thank you for your time and continued support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Johnson', written over a horizontal line.

Rob Johnson, Treasurer  
SAAF Board of Directors  
robjohnson@midco.net



# Devils Lake Fire Department

621 N College Dr  
Devils Lake, ND 58301

Phone: 701-662-3913 Fax: 701-662-8123

Chief

Nate Bennett

Asst. Chief

Cory Meyer

## ARFF Timeline

After talking with ARFF Specialist the best course of action will be to take over the ARFF mission on September 1, 2024. This will give us enough time to get the airport specific training completed and prepare for the ARFF certification course that will be coming in late August. It will also give the fire department some time to transition into the inspections and get that portion of the mission moved over before the ARFF duties start.

The fire department would like to start advertising for the new FTE as soon as possible. If we could get the extra personnel here by early June that would allow us to get caught up on the streetlights and start testing the hydrants. It will also ensure that if we are able to start working on ARFF training early that they won't miss out and must make up training. It will also help us get all the department training done before the ARFF mission starts.

We have been diligently working on the transition to the new ARFF mission and we are looking forward to taking on the new mission. We believe the work that has been put into this over the last couple of weeks will allow us to put our best foot forward. We are going to provide the best service we can for our community and the new ARFF mission.

Thank you

Chief Bennett

Brandon Exner  
Sr. Captain

Jeremy Beck  
Lieutenant

Dustin Dimmler  
Lieutenant

Anthony Harris  
Lieutenant



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 

**Date:** April 22, 2024

**Re:** 2024 Asphalt and Concrete Street Repair bid

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After review of the bid received for the 2024 Asphalt and Concrete work, it is my recommendation to reject the bid submitted and call for bids again. The bid is more than double the low bid received last year.

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 

**Date:** April 22, 2024

**Re:** Award 2024 Curb, Gutter and Sidewalk bid

---

After review of the bid received for the 2024 Curb, Gutter, and Sidewalk work, it is my recommendation to award the contract to Elshaug Concrete Construction in the amount of \$58,406.00.

Actual amounts will be based on installed quantities.

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

**To:** President Moe and City Commissioners  
**From:** Michael Grafsgaard, City Engineer/Public Works Director  
**Date:** April 29, 2024  
**Re:** Recommendation of Award – City Project 240102

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Bids were opened at the City Office on April 25, 2024 at 12 noon for City Project No 240102 – Street Improvement District 80-24 - Westside. Three bids were received for the project. The low bid was submitted by Mayo Construction in the amount of \$1,775,424.75 as shown on the attached bid tab.

I recommend awarding the contract to Mayo Construction.

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



**To:** President Moe and City Commissioners

**From:** Michael Grafsgaard, City Engineer/Public Works Director

A handwritten signature in blue ink, appearing to read "MEG", is enclosed within a blue oval.

**Date:** April 29, 2024

**Re:** Additional Downtown Security Cameras

---

Installation of security cameras was included as part of the downtown beautification project recently completed by the City. Since that time, a request has been made to increase the coverage of the cameras downtown. Working with the ND Telephone Company, it appeared the most economical approach to increasing camera coverage downtown was to work with the Lake Region Heritage Center (LRHC) and utilize a portion of the system they were installing at the Old Post Office Museum. The Museum offers a good location to mount cameras outside to monitor public right of way, as well as allowing cameras placed in areas away from the museum to send information to the museum to be recorded and accessed.

The attached agreement outlines cost-share, maintenance and access related to a camera system at the Old Post Office Museum. The agreement provides for the City to help purchase and maintain the portion of the system needed by the City for viewing public right of way areas and ensures LRHC continues to allow the City to have access to the system for viewing public right of way areas. I recommend approval of the agreement.

AGREEMENT FOR  
INSTALLATION, OPERATION AND MAINTENANCE  
OF EXTERIOR SECURITY CAMERAS  
FOR DOWNTOWN SURVEILLANCE

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Devils Lake**, a municipal corporation, which has an address of 423 6<sup>th</sup> St NE, PO Box 1048, Devils Lake, ND 58301, party of the first part, referred to herein as "City," and the **LAKE REGION HERITAGE CENTER**, a non-profit Corporation, which has an address of 502 4<sup>th</sup> St NE, Devils Lake, ND 58301, party of the second part, referred to herein as "LRHC."

WITNESSETH:

WHEREAS, the City owns and operates a video surveillance system in the downtown area; and

WHEREAS, the City is desirous of increasing video surveillance downtown; and

WHEREAS, the City is limited on how it can expand its current surveillance network; and

WHEREAS, the LRHC is interested in installing video surveillance at the Old Post Office museum. Said surveillance for the museum includes both interior and exterior cameras; and

WHEREAS, many of the exterior cameras can be used for City purposes. In addition, other exterior cameras owned by the City can be connected to the LRHC camera system and accessed by the City; and

WHEREAS, LRHC is agreeable to allowing the City access to the camera system to view exterior cameras mounted on or near the Old Post Office Museum as well as other City owned cameras that are connected to the LRHC camera system.

NOW THEREFORE IT IS MUTUALLY AGREED TO BY THE PARTIES THAT:

1. The LRHC and the City agree to share the cost in purchasing and installing the camera surveillance system at the Old Post Office Museum. The cost for the system installation is shown in Exhibit A. Items highlighted in yellow in Exhibit A are items that would be required by the City if the City were to install the exterior video surveillance needed by the City to view public area within the downtown area. Total amount of this equipment and installation is \$4,444.35.
2. The City agrees to pay NDTC, the camera installation company, the \$4,444.35 to help purchase the equipment to provide the requested video surveillance.

3. In exchange for the City providing NDTC the \$4,444.35, LRHC agrees to provide the City full access to the camera system for viewing all exterior cameras. In addition, LRHC agrees to maintain adequate internet access for the City to remotely view the exterior cameras installed as part of this work and any other City owned cameras that the City wishes to install so long as the City cameras are compatible with the LRHC camera system. Said internet access cost shall be the responsibility of the LRHC.
4. The City and LRHC agree to share maintenance costs of the camera system. The City shall cover all costs associated with repair and maintenance of the exterior cameras used by the City for viewing public areas (4 cameras). LRHC agrees to cover all costs associated with repair and maintenance of the interior cameras used by the LRHC. The City and LRHC agree to jointly share (50-50) the costs associated with repair and maintenance of the equipment used by both the interior and exterior cameras (hard drive, switches, battery back up, etc.).
5. If repairs are required, the entity requesting the repairs shall notify the other and provide an estimate of costs for repairs if the cost is expected to exceed \$2,500.
6. This Agreement is binding upon the parties, their heirs, successors, and assigns.
7. Time is of the essence in the performance of each and every term and provision of this Agreement.
8. This Agreement constitutes the entire agreement made and entered into between the parties. Any term or provision not included in this Agreement is a term or provision which has not been agreed to between the parties.
9. This Agreement may be amended only by a written document approved by both parties.

Dated the day and year first above written.

**CITY OF DEVILS LAKE**, Party of the First Part

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

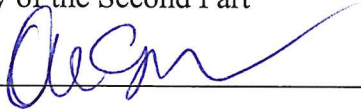
Jim Moe  
President, Devils Lake City Commission

ATTESTED TO:

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


Spencer Halvorson  
City Administrator/Auditor

**LAKE REGION HERITAGE CENTER,**  
Party of the Second Part

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

Deb Schlenker, President  
LRHC Board of Directors

ATTESTED TO:

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

Lisa Crosby, Director  
LRHC





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

*MEB*

**Date:** April 22, 2024

**Re:** Recommendation of Cost Participation, Construction and Maintenance Agreement  
SU-CPU-3-982(040) PCN 23179 – 8th Ave SE, 10th Ave SE, 16th St SE, 17th St SE

---

After review of the attached Cost Participation, Construction and Maintenance Agreement with the ND Department of Transportation (NDDOT) for the above project, I recommend the City Commission approve the agreement.

The agreement allows for the NDDOT to complete the bid opening for the project, make payments to the contractor, and oversee construction engineering for the project. The City will pay NDDOT the local share after reviewing bills from the NDDOT.

**MEMO TO:** Chad Orn  
Deputy Director for Planning

**FROM:** Marohl, Sengaroun H., 328-4449  
Local Government Division

**DATE:** 04/16/2024

**SUBJECT:** Cost Participation, Construction and Maintenance Agreement for Project  
SU-CPU-3-982(040) PCN 23179

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Devils Lake on 8<sup>th</sup> Ave SE, 10<sup>th</sup> Ave SE, 16<sup>th</sup> St SE & 17<sup>th</sup> St SE project.

Contract # 38240390

- The type of work is Grading, Aggregate Base, Hot Mix Asphalt, Curb & Gutter, Storm Sewer
- The SU Federal Funds for this project is limited to \$ 2,247,608.
- The CPU subproject is City 100% funds.
- Any costs over the above limited amount will be City responsibility.
  
- There are one time changes on the standard agreement template (add II.1.e and revise II.3.a)

38/sm

Contract routing:  
Seng Marohl - Contract Owner  
Stacey Hanson  
Paul Benning  
Shannon Sauer  
Mike Grafsgaard - Devils Lake City Engineer  
City of Devils Lake Officials  
Seng Marohl  
Legal  
Chad Orn  
Stacey Hanson

**North Dakota Department of Transportation  
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT  
LPA FEDERAL AID PROJECT**

**Federal Award Information – to be provided by NDDOT**

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Marohl, Sengaroun

Telephone: (701)328-4449

**Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.**

**For NDDOT use only.**

**FHWA Authorization date:**

**Project No. SU-CPU-3-982(040) PCN: 23179**

**LPA: CITY OF DEVILS LAKE**

**Location: DEVILS LAKE 17<sup>TH</sup> ST, 16<sup>TH</sup> ST, 8<sup>TH</sup> AVE AND 10<sup>TH</sup> AVE**

**Type of Improvement: GRADING, AGGREGATE BASE, HOT MIX ASPHALT, CURB & GUTTER, STORM SEWER**

**Length: 1.904 MILES**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of City of Devils Lake, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$2,247,608. The balance of the project is the obligation of the LPA.

**Additional Funding Clause**

16<sup>th</sup> St SE and 14<sup>th</sup> Ave SE are not federal aid routes (Non-Participating roadways) - City 100% funds (CPU). Devils Lake District will be conducting Construction Engineering Services for this project. NDDOT to bill City for Construction Engineering Services.



The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

## PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



## PART II

### Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
  - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
  - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
  - c. Tabulate the bids and send to the LPA.
  - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
  - e. Conduct Construction Engineering Services (CE) at cost to the city.
2. The LPA will:
  - a. Review bids to determine the lowest responsible bidder.
  - b. Execute the contract.
  - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
  - a. Be responsible for the cost of construction engineering services performed by NDDOT.
  - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
  - b. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
  - c. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

## PART III

### Post Construction:

After the project is completed the LPA agrees to:



1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

#### **PART IV**

##### General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.



4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer  
ND Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of \_\_\_\_\_, North Dakota, the date last below signed.

APPROVED:

\_\_\_\_\_  
LPA/STATES ATTORNEY (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

LPA of \_\_\_\_\_

\*

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\*

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Paul Benning

SH

\_\_\_\_\_  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

*Paul Benning*  
\_\_\_\_\_  
SIGNATURE

04/16/24  
\_\_\_\_\_  
DATE

DATE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

SS

\_\_\_\_\_  
DATE

\*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 10-22; C.M. 04/15/2024





**CERTIFICATION OF LOCAL MATCH**

It is hereby certified that the LPA of \_\_\_\_\_ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

\_\_\_\_\_  
\_\_\_\_\_

Executed at \_\_\_\_\_, North Dakota, the last date below signed.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

LPA of \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 1-23; C.M. 04/15/2024



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



## Risk Management Appendix

### **Routine\* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** **State** – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$406,250 per person and \$1,625,000 per occurrence**. The minimum limits of liability required of the State are **\$406,250 per person and \$1,625,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.**

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007  
Revised 11-23



STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	SU-CPU-3-982(040)	23179	1	1

DESIGN DATA - 8th Ave	
Traffic	Average Daily
Current 2024	Total: 171
Forecast 2044	Total: 209
Clear Zone Distance: 7-10'	
Design Speed: 25 MPH	
Minimum Sight Dist. for Stopping: 155'	

DESIGN DATA - 10th Ave	
Traffic	Average Daily
Current 2024	Total: 403
Forecast 2044	Total: 492
Clear Zone Distance: 7-10'	
Design Speed: 25 MPH	
Minimum Sight Dist. for Stopping: 155'	

DESIGN DATA - 16th St	
Traffic	Average Daily
Current 2024	Total: 273
Forecast 2044	Total: 333
Clear Zone Distance: N/A	
Design Speed: 25 MPH	
Minimum Sight Dist. for Stopping: 155'	

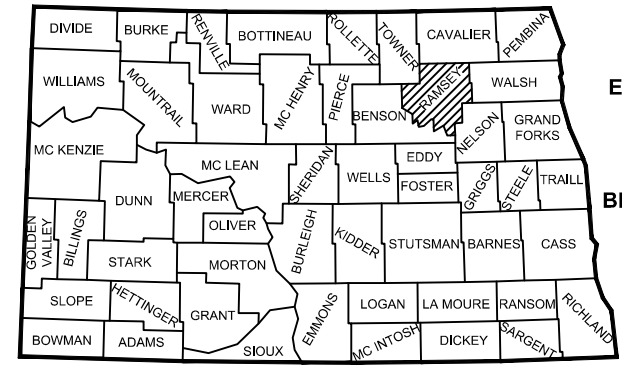
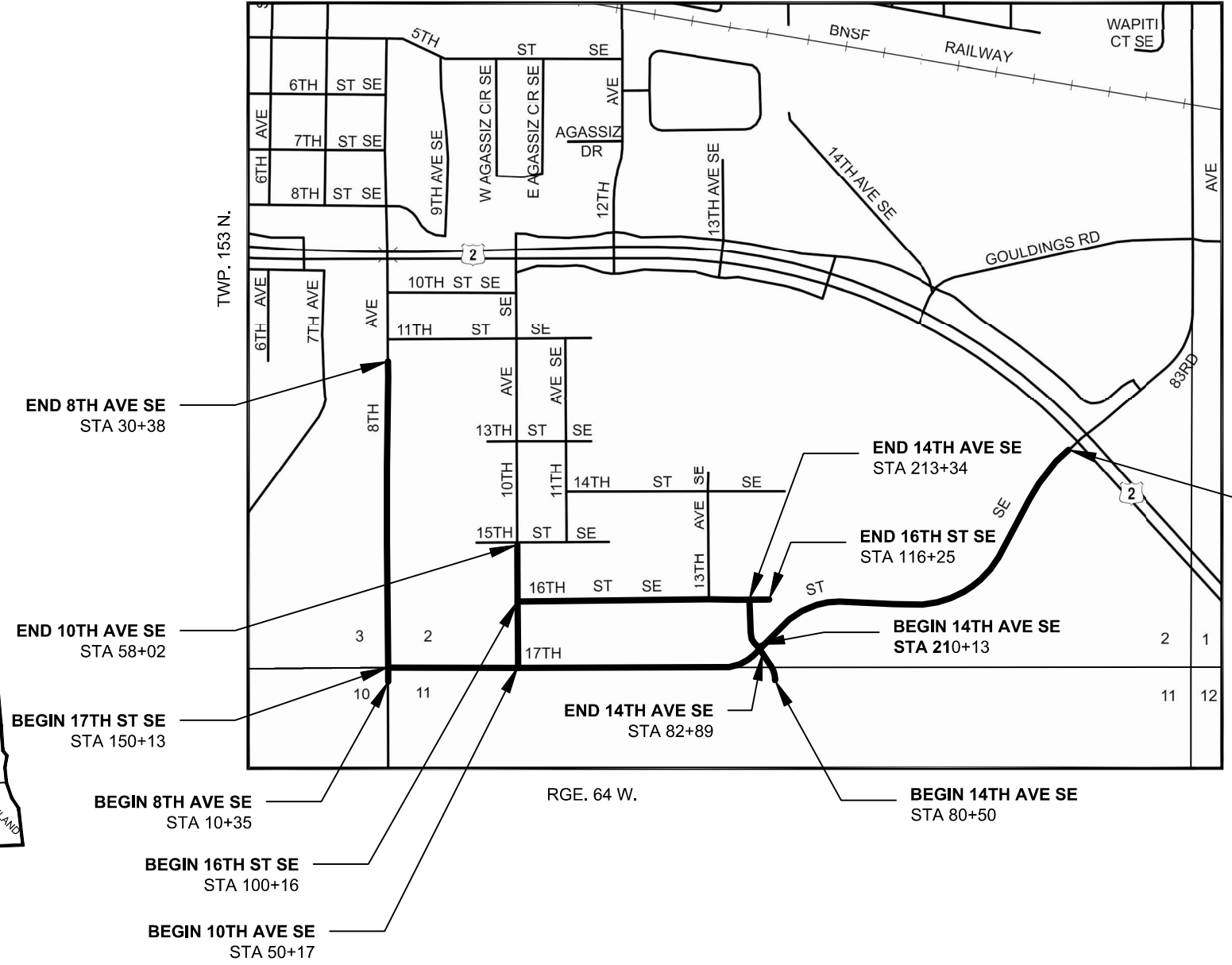
DESIGN DATA - 17th St	
Traffic	Average Daily
Current 2024	Total: 179
Forecast 2044	Total: 218
Clear Zone Distance: 7-10'	
Design Speed: 30 MPH	
Minimum Sight Dist. for Stopping: 200'	

## CITY OF DEVILS LAKE, NORTH DAKOTA PLANS FOR FEDERAL AID PROJECT NUMBER SU-CPU-3-982(040) RAMSEY COUNTY, NORTH DAKOTA

8TH AVE SE, 10TH AVE SE, 16TH ST SE, & 17TH ST SE  
CITY OF DEVILS LAKE  
STREET RECONSTRUCTION  
GRADING, HOT MIX ASPHALT, AGGREGATE BASE COURSE,  
CURB & GUTTER, & STORM SEWER

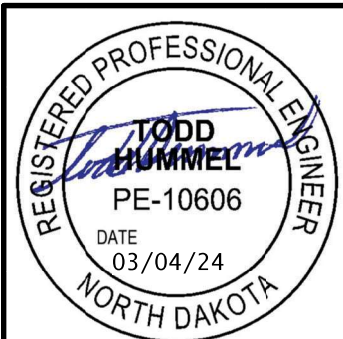
GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	4/1/2023
Supplemental Specifications	NONE

DESCRIPTION	NET MILES	GROSS MILES
8TH AVE SE	0.379	0.379
10TH AVE SE	0.149	0.149
16TH ST SE	0.305	0.305
17TH ST SE	0.965	0.965
14TH AVE SE	0.106	0.106
	<u>1.904</u>	<u>1.904</u>



STATE COUNTY MAP

DESIGNER Todd Hummel, PE
DESIGNER Kyle Huffman, PE
DESIGNER Isaac Berg, EIT



1820 WALNUT STREET EAST, SUITE 6  
DEVILS LAKE, ND 58301-3411  
(701) 662-1960

© KLJ 2024

Mike Grafsgaard – Public Works Director  
Corey Erickson – Sanitation Supervisor  
Wade Sharbono – Streets Supervisor  
Joel Myhro – Utilities Supervisor

**To:** President Moe and City Commissioners

**From:** Michael Grafsgaard, City Engineer/Public Works Director

**Date:** April 29, 2024

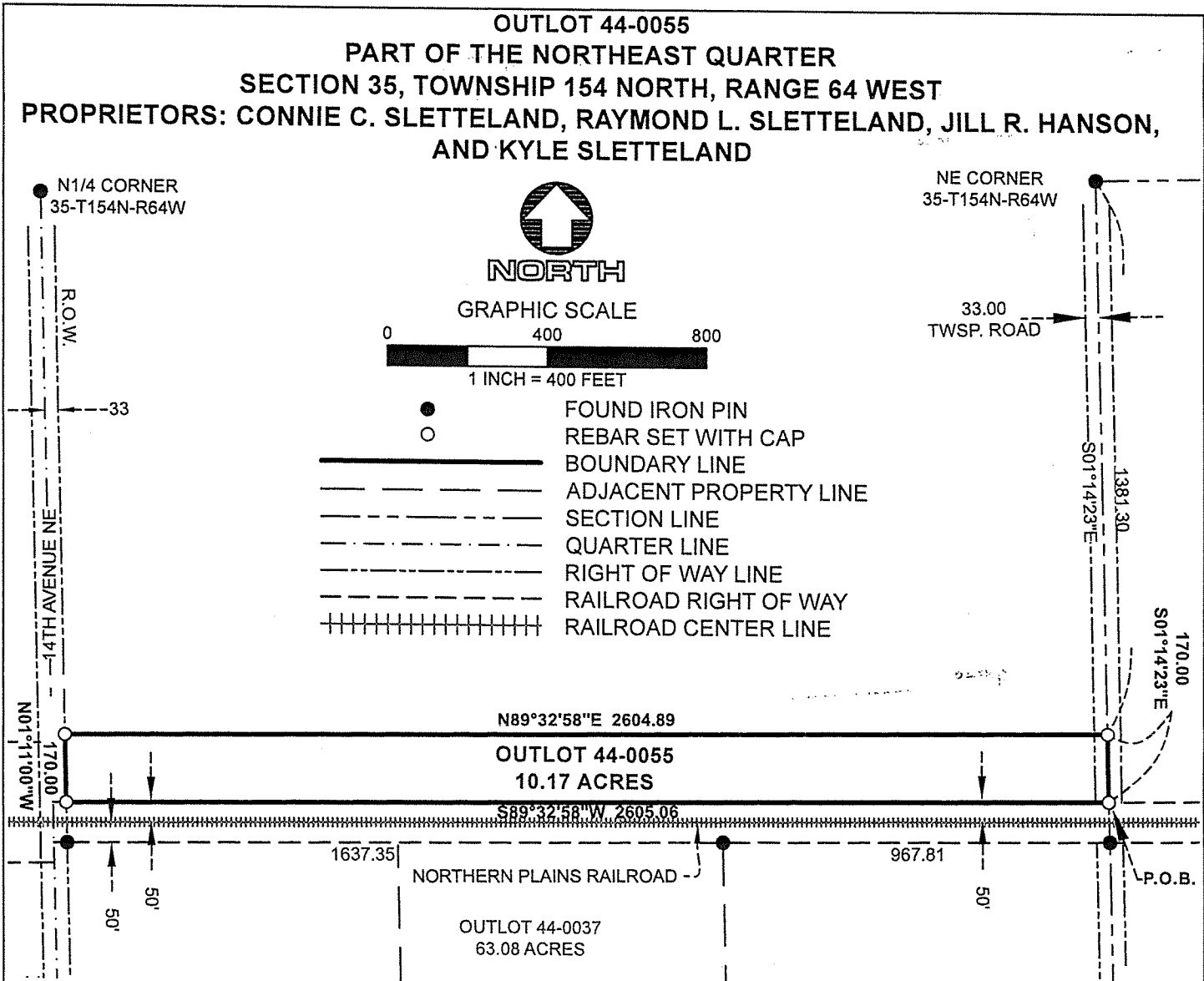
**Re:** Storm Sewer Drainage Ditch Property

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Recently the City was contacted by a local utility company requesting an easement to cross property the City owned. The parcel in question is associated with the large drainage ditch on the north side of the City cemetery. After some research, it was determined that the City acquired the property through condemnation in the late 1970's. We found newspaper articles that discussed the case and the outcome, as well as City Commission minutes showing payment for the property was made. However, we were unable to locate the actual court documents (judgement) that conveyed the property to the City nor did we find anything in the register of deeds that would show the City owned the parcel. The only record we found was a legal description at the county tax directors office that defined a parcel of land that should no longer have been taxed to the former landowner (i.e. it removed taxable acreage from the previous landowner's larger parcel equal to the size that was to be conveyed to the City).

The current landowner for this area is the son of the landowner the City originally acquired the property from. After review and discussions with the current landowner, it appeared the best course of action would be to have the current landowner provide a warranty deed for the property required for the current ditch that best matched what the City had originally needed for the ditch. The attached outlot plat shows the property conveyed to the City by warranty deed from the current landowner. The outlot is a slight variation from the original legal description for the project. However, it appears that the location of the ditch was adjusted slightly from the original plan and a small rectangular piece of property near 14<sup>th</sup> Ave (west end of the parcel) is not needed. The landowner agreed to have his attorney draft all the warranty deed documents in exchange for the City omitting this unneeded rectangular piece. The original parcel was described as 10.39 acres. The attached outlot is 10.17 acres and meets the required width as originally envisioned with ditch construction and is adequate. I believe the landowner has been more than fair in correcting this 40+ year oversight and appreciate that he worked with the City to resolve the issue.

Based on ordinance, the City Commission needs to take action to accept and dispose of property. Therefore, I recommend the City accept ownership of the attached outlot for purpose of a storm sewer drainage ditch.



**DESCRIPTION OF OUTLOT 44-0055:**

A parcel of land situated in the Northeast Quarter (NE1/4), Section 35, Township 154 North, Range 64 West of the 5th P.M., Ramsey County, North Dakota described as follows:

Beginning at the point of intersection of the Northerly right of way line of the Northern Plains Railroad and the East line of said Section 35, located 1551.3 feet South of the Northeast corner of said Section; thence S89°32'58"W along said right of way line a distance of 2605.06 feet to the Easterly right of way line of 14th Avenue Northeast; thence N01°11'00"W along said Easterly right of way line a distance of 170.00 feet; thence N89°32'58"E a distance of 2604.89 feet to said East line of Section 35; thence S01°14'23"E a distance of 170.00 feet to the point of beginning. Contains 10.17 acres, more or less.

Subject to all valid easements, restrictions and reservations.

David K. Hovendick  
 ND Registration #3612

2/23/2024  
 Date

I, David K. Hovendick, a duly Registered Land Surveyor in the State of North Dakota, do hereby certify that a field survey was conducted by me, or under my direct supervision, that monuments were placed in the ground as shown, and that all bearings and distances are correct to the best of my knowledge.

OUTLOT 44-0055

PROPRIETOR'S CERTIFICATE

The undersigned, representing the City of Devils Lake, in accordance with the provisions of Section 57-020-39 of the North Dakota Century Code, and upon demand of the Ramsey County Auditor, has caused to be made the within and foregoing plat of said land, with the Outlot as described herein, and has caused the same to be placed on record, as provided by law.

Connie C. Sletteland  
Connie C. Sletteland

Raymond L. Sletteland  
Raymond L. Sletteland

State of North Dakota )  
County of Ramsey ) SS

State of North Dakota )  
County of Ramsey ) SS

This record was acknowledged before me on this 17 day of March, in the year 2024 A.D.

This record was acknowledged before me on this 17<sup>th</sup> day of March, in the year 2024 A.D.

James P Wang  
Notary Public  
My commission expires: September 12, 2027  
**JAMES P WANG**  
Notary Public  
State of North Dakota  
My Commission Expires September 12, 2027

James P Wang  
Notary Public  
My commission expires: September 12, 2027  
**JAMES P WANG**  
Notary Public  
State of North Dakota  
My Commission Expires September 12, 2027

Jill R. Hanson  
Jill R. Hanson

Kyle Sletteland  
Kyle Sletteland

State of North Dakota )  
County of Ramsey ) SS

State of North Dakota )  
County of Ramsey ) SS

This record was acknowledged before me on this 28 day of March, in the year 2024 A.D.

This record was acknowledged before me on this 17<sup>th</sup> day of March, in the year 2024 A.D.

James P Wang  
Notary Public  
My commission expires: September 12, 2027  
**JAMES P WANG**  
Notary Public  
State of North Dakota  
My Commission Expires September 12, 2027

James P Wang  
Notary Public  
My commission expires: September 12, 2027  
**JAMES P WANG**  
Notary Public  
State of North Dakota  
My Commission Expires September 12, 2027

State of North Dakota)  
County of Ramsey ) SS

State of North Dakota)  
County of Ramsey ) SS

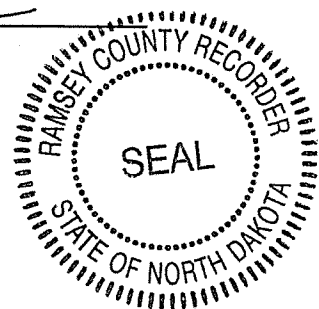
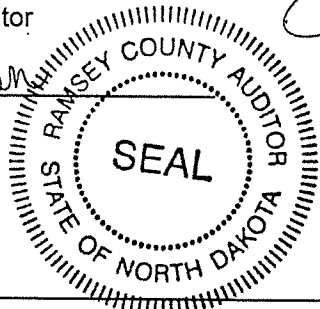
I hereby certify that Ramsey County, North Dakota taxes and special assessments are paid and transfers accepted this 28 day of March, 2024 A.D.

I hereby certify that this instrument was filed in this office of record on this 28<sup>th</sup> day of March, 2024 A.D. at 3:37 o'clock p m. and was filed as document number 282603, filed in Land Survey Book 9 Page 96.

Kandy K Christopherson  
Kandy Christopherson  
Ramsey County Auditor

Bev Bachmeier  
Bev Bachmeier  
Ramsey County Recorder

Ronnie Eofman  
By: Deputy





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



**To:** President Moe and City Commissioners

**From:** Michael Grafsgaard, City Engineer/Public Works Director

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

**Date:** May 1, 2024

**Re:** Cash Rent Agreement

---

Attached is renewal of a cash rent agreement for property acquired for our flood protection project in 2011. At that time, the City acquired more property than was necessary for the flood protection because we were unsure of some excavation that was occurring in the area at the time and wanted to ensure we had adequate property not only to construct the flood protection, but we also maintained high ground in between areas we constructed the dike.

The tenants in the agreement were the property owners we originally acquired the property from and were more than fair to deal with. The tenants have leased the property since the City acquired it and have helped to maintain portions of it.

I recommend approval of the attached cash rent agreement.

## FARM CASH RENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City of Devils Lake**, a North Dakota municipal corporation, whose post office address is P.O. Box 1048, Devils Lake, ND 58301-1048, Owner of the real estate described herein, and **Neal J. Ackerman and Roberta J. Ackerman**, husband and wife, whose post office address is 4282 – 92<sup>nd</sup> Avenue NE, Devils Lake, ND 58301, Tenant.

WITNESSETH, that Tenant hereby agrees to and with the Owner, for the consideration hereinafter named, to well and faithfully till and farm during the season of farming in the years 2024 through 2027, inclusive, commencing January 1, 2024, and ending December 31, 2027, according to the usual course of husbandry, the following described premises situated in the County of Ramsey and State of North Dakota and shown on Attachment A:

### PARCEL A

That part of Section 18, Township 153 North, Range 63 West, Ramsey County, North Dakota, described as follows:

Beginning at the north quarter of said Section 18; thence S88°34'59"W, along the north line of the NE¼NW¼ of said Section 18, a distance of 731.16 feet to the easterly right-of-way of State Highway No. 2; thence southeasterly along said right-of-way, 832.65 feet, on a curve concave to the southwest having a central radius of 4027.30, a central angle of 11°50'46", a chord bearing of S44°09'25"E, and a chord length of 831.17 feet to the northwest line of ACKERMAN ACRES 1<sup>ST</sup> ADDITION; thence N46°00'08"E, along said northwest line, 625.32 feet to the northeast line of said ACKERMAN ACRES 1<sup>ST</sup> ADDITION; thence N43°59'52"W, along the northwesterly extension of said northeasterly line, 690.83 feet the north line of the NW¼NE¼ of said Section 18; thence S88°38'33"W, along said north line, 66.39 feet to the point of beginning.

Subject to and together with any valid easements, restrictions and/or reservations. Containing 12.82 acres more or less.

## PARCEL C

That part of the W½ of Section 17-153-63, Ramsey County, North Dakota, described as follows:

Beginning at the north quarter corner of said Section 17; thence S01°29'23"E, along the east line of said W½, 3958.04 feet to the south line of the N½SW¼ of said Section 17; thence S88°54'11"W, along said south line, 1576.90 feet to the northeasterly line of ACKERMAN ACRES SUBDIVISION; thence N43°59'52"W, along said northeasterly line, 863.29 feet to the southeasterly line of Block 5, ACKERMAN ACRES SUBDIVISION; thence N46°00'08"E, 100.00 feet; thence S43°59'52"E, 819.72 feet; thence N88°54'11"E, 732.71 feet; thence N01°29'23"W, 1849.78 feet; thence N88°54'11"E, 669.91 feet; thence N01°29'23"W, 2008.53 feet to the north line of said W½ of said Section 17; thence N89°00'18"E, along said north line, 130.00 feet to the point of beginning.

Subject to and together with any valid easements, restrictions and/or reservations. Containing 45.31 acres more or less.

(collectively referred to as the "Leased Premises")

Total tillable acreage for combined Parcels A and C is 45 acres.

The Leased Premises does not include the area adjacent to the dams shown on Attachment A. Area near dams is marked by the Owner with signs. Tenant agrees to not farm areas between signs and dams.

## RENTALS

Tenant, in consideration of this lease of the above-mentioned Leased Premises consisting approximately of Forty-five (45) tillable acres, more or less, does hereby agree to pay to the Owner Eighty Dollars (\$80.00) per tillable acre for farming years 2024, 2025, and 2026, for a total amount of Three Thousand Six Hundred Dollars (\$3,600.00) total cash rent annually for 2024, 2025, and 2026.

Payment amounts and due dates are as follows:

- The sum of \$1,800.00 on May 1, 2024;
- The sum of \$1,800.00 on November 1, 2024;
- The sum of \$1,800.00 on May 1, 2025;
- The sum of \$1,800.00 on November 1, 2025;
- The sum of \$1,800.00 on May 1, 2026;
- The sum of \$1,800.00 on November 1, 2026;

Tenant and Owner acknowledge that Ramsey County may impose a possessory interest tax upon the Leased Premises as a result of Owner being an entity which is exempt from property taxes and leasing the Leased Premises to tax paying party. Tenant agrees to pay the possessory interest tax, if any, imposed by Ramsey County during the term of this lease. Tenant and Owner agree that the Ramsey County possessory interest tax invoice may be sent directly to Tenant.

All payments described above not made when due shall draw interest at the rate of eight percent (8.00%) per annum from and after their respective dates. If the Tenant fails to pay the rent due or fails to keep any of the agreements of this lease, then, to the extent permitted by law, all costs and attorney's fees enforcing collection or performance, together with the costs incurred by Owner to accomplish those actions agreed to be performed by Tenant, including but not limited to, cultivation and tilling, shall be added to and become a part of the obligations payable by the Tenant hereunder.

### **GENERAL PROVISIONS**

1. **Tenant's Duties:** To furnish all necessary labor, tools, and farm equipment as may be necessary to farm and maintain the Leased Premises in a good and husband-like manner.
  - a. To properly prepare the seedbed, seed the crops, and fertilize the land at the typical rate in the area in order to achieve the highest crop yields.

- b. To properly maintain any stands of alfalfa or other hay crops and to cut and harvest said hay crops in a timely manner.
- c. To conduct a good weed control program and apply all weed control chemicals at no expense to the Owner.
- d. To cut all grass and weeds on the roads adjoining and on all lands covered by this lease, and keep the ditches clean of weeds and debris, mow weeds, and control weeds to the satisfaction of the Owner.
- e. Tenant will not farm areas marked with signs adjacent to Dam 1 on Parcel A and Dams 2 and 3 on Parcel C. Said dams are identified on Attachment A.

2. **Owner's Duties:** Owner shall be put to no expense in operating and maintaining said farmland or in producing said crops or in hauling the same to market.

3. **Tenant's Acceptance of Property:** Tenant shall take possession of the Leased Premises and accept the Leased Premises in its existing condition and by taking possession is representing to the Owner that there is nothing further required of the Owner to make the premises suitable for the purposes and uses set forth above. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of the Owner as to such condition of the soil or as to the use that may be made of the Leased Premises.

4. **Government Payments:** All government payments on the Leased Premises are payable to the Tenant. Tenant agrees to return any FSA allotments or bases to the Owner upon the termination of this contract in accordance with the regulations made by the FSA office.

5. **Default:** In the event the Tenant shall fail to punctually make any of the above-mentioned payments as specified or to keep and perform any of the agreements herein contained, the Owner may re-enter upon said premises and take possession of any crops and government payments and sell sufficient crops to perform on this contract or have such other remedy as is provided by law.

6. **Assignment:** This lease shall not be assignable by the Tenant, and no part of the premises shall be sublet by the Tenant without the written consent of the Owner.

7. **Mineral Leasing Rights:** The Owner reserves the right to lease the Leased Premises for oil, gas, and other minerals, or for the development of sand, gravel, or clay and the removal therefrom, and the Owner specifically reserves the right of ingress and egress for the development and removal therefrom.

8. **Agency:** It is hereby specifically agreed that the Tenant is not the agent of the Owner. Tenant agrees to make no purchases or incur any obligations for the account of the Owner without prior approval.

9. **Right of Inspection and Repair:** The Owner shall have the right to enter upon the Leased Premises at any time to view the same, make repairs as it may deem necessary, and inspect the crops.

10. **Liability:** The Tenant agrees to indemnify and hold the Owner and remainderman free and harmless from any claims, liability loss, damage, and expense resulting from the Tenant's occupation and use of the Leased Premises, specifically including, without limitation, any claim, liability loss or damage arising:

- a. By reason of the injury to person or property from whatever cause while in or on the Leased Premises or in any way connected with the Leased Premises or with the improvements or personal property in or on the Leased Premises, including any liability for injury to the person or personal property of the Tenant, their agents or employees.
- b. By reason of any work performed on the premises or materials furnished to the Leased Premises at the insistence or request of the Tenant, their agents or employees.
- c. By reason of the Tenant's failure to perform any provision of this lease or to comply with any requirements imposed on them or on the Leased Premises by any duly authorized governmental agent or political subdivision.

- d. Because of the Tenant's failure or inability to pay as they become due, any obligation incurred by them in the agricultural or other operations to be conducted by them on the premises.

Tenant acknowledges and agrees that Owner needs to inspect and maintain the dams located on Parcels A and C (hereinafter referred to as the "dams"). Tenant agrees that Owner may enter the Leased Premises without notice to inspect and maintain the dams and that such inspection and maintenance may cause damage to Tenant's growing crops. Owner agrees that it will make reasonable efforts to minimize any crop damage to Tenant's growing crops while performing the above-described inspections and maintenance. However, Tenant acknowledges that damage to its growing crops may occur. Tenant agrees and acknowledges that Owner is not responsible for any crop damage caused by the above-described inspections and maintenance performed by Owner.

11. **Condemnation:** In the event any portion of said Leased Premises is required for public purposes and is taken by condemnation, this lease with respect to the Leased Premises taken shall cease and expire, and any unearned rent paid in advance by the Tenant shall be refunded.

12. **Environmental Concerns:** All application and storage of fertilizers, herbicides, fungicides and pesticides, and disposition of empty containers thereof, shall be made by Tenant in accordance with the instructions on the labels on the containers and per EPA and state environmental guidelines. In addition, the Tenant shall use extra care in the handling of the above-described materials and shall not cause any spillage or discharge of same (in excess of normal applications), and in no event shall cause any spillage, leakage or discharge of same into ground water, surface water and subsurface soils.

The Tenant will not cause any contamination of any hazardous substance on, in or under this property including, but not limited to, spillage of petroleum products or vehicle fuels, gasoline, kerosene and other products used for the purposes of generating power, lubrication, illumination, heating or cleaning, and they shall specifically prevent any spilling, leaking, discharging, or dispensing of any such products in ground water, surface water or subsurface soils.

13. **Termination and Surrender:** No notice from the Owner to the Tenant to terminate this lease at its expiration is required. The Tenant shall surrender and yield up the same premises in good condition at its expiration and have no right of hold over after the expiration of this lease. If the premises are sold or leased to another tenant for the next farming season, the Tenant will permit the Owner, purchaser or new tenant to enter upon said premises and plow and prepare the fields immediately upon removal of the then present crop.

14. **Reimbursement:** No reimbursement from the Owner to the Tenant will be made for any fall work performed on the premises in the final above-described year of this lease without the prior approval of the Owner. It shall be the Tenant's duty to so advise the Owner.

15. **Binding on Successor:** The terms of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of both the Owner and the Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

### **SPECIAL CLAUSES**

1. Any notice under this lease must be in writing and must be delivered by first class mail to the following:

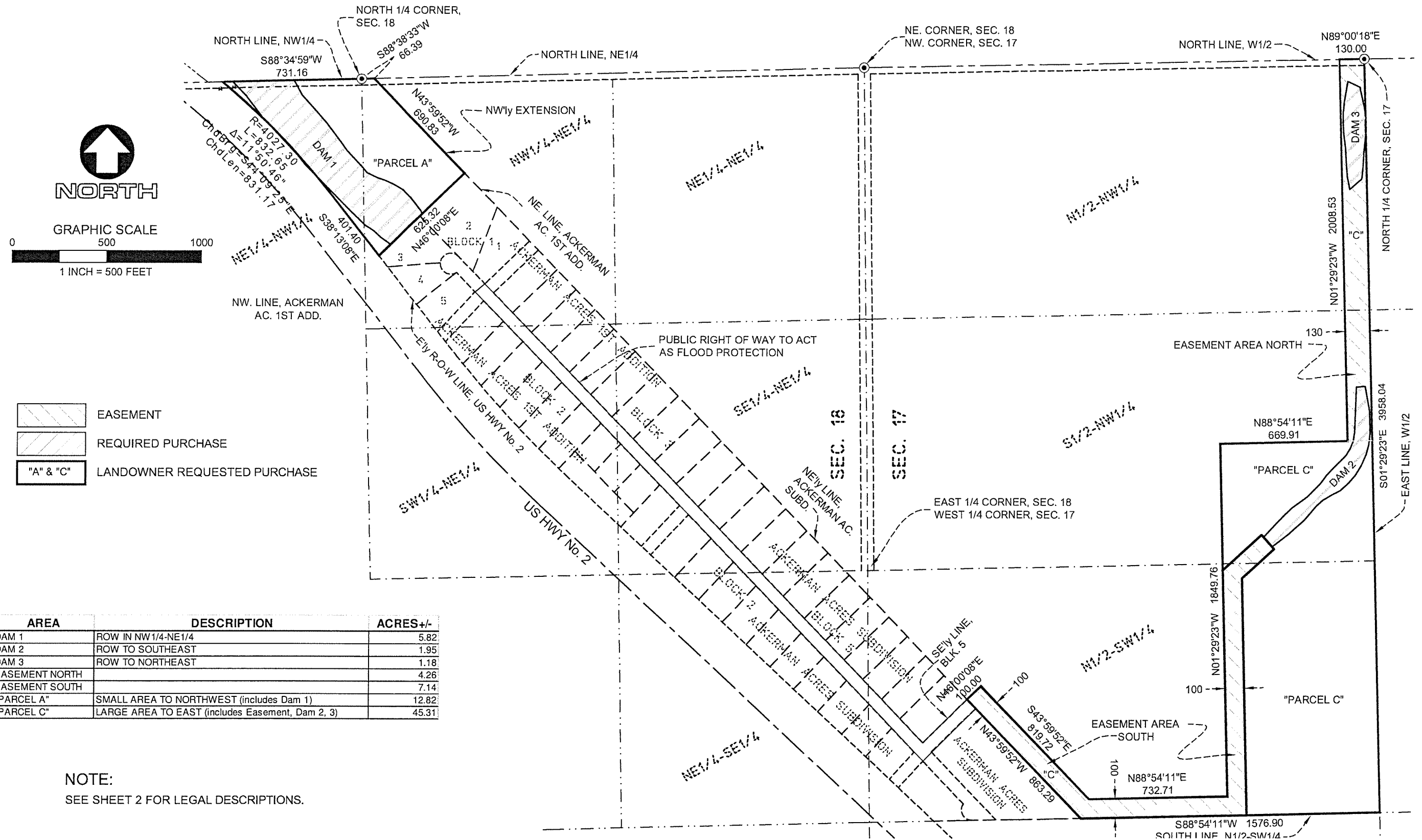
<b><u>Owner</u></b>	<b><u>Tenant</u></b>
The City of Devils Lake PO Box 1048 Devils Lake, ND 58301-1048	Neal and Roberta Ackerman 4282 – 92 <sup>nd</sup> Avenue NE Devils Lake, ND 58301







# ATTACHMENT A



AREA	DESCRIPTION	ACRES +/-
DAM 1	ROW IN NW 1/4-NE 1/4	5.82
DAM 2	ROW TO SOUTHEAST	1.95
DAM 3	ROW TO NORTHEAST	1.18
EASEMENT NORTH		4.26
EASEMENT SOUTH		7.14
"PARCEL A"	SMALL AREA TO NORTHWEST (includes Dam 1)	12.82
"PARCEL C"	LARGE AREA TO EAST (includes Easement, Dam 2, 3)	45.31

NOTE:  
SEE SHEET 2 FOR LEGAL DESCRIPTIONS.

NEAL J & ROBERTA J ACKERMAN TO CITY OF DEVILS LAKE

PARCEL A DISCRIPTION

That part of Section 18, Township 153 North, Range 63 West, Ramsey County, North Dakota, described as follows:

Beginning at the north quarter of said Section 18;  
thence South 88 degrees 34 minutes 59 seconds West, along the north line of the Northeast Quarter of the Northwest Quarter of said Section 18, a distance of 731.16 feet to the easterly right-of-way of State Highway No. 2;  
thence southeasterly ,along said right-of-way, 832.65 feet, on a curve concave to the southwest having a central a radius of 4027.30, a central angle of 11 degrees 50 minutes 46 seconds, a chord bearing of South 44 degrees 09 minutes 25 seconds East and a chord length of 831.17 feet to the northwest line of ACKERMAN ACRES 1ST ADDITION;  
thence North 46 degrees 00 minutes 08 seconds East, along said northwest line, 625.32 feet to the northeast line of said ACKERMAN ACRES 1ST ADDITION;  
thence North 43 degrees 59 minutes 52 seconds West, along the northwesterly extension of said northeasterly line, 690.83 feet the north line of the Northwest Quarter of the Northeast Quarter of said Section 18;  
thence South 88 degrees 38 minutes 33 seconds West, along said north line, 66.39 feet to the point of beginning.

Subject to and together with any valid easements, restrictions and/or reservations.  
Containing 12.82 acres more or less.

PARCEL C DISCRIPTION

That part of the West Half of Section 17, Township 153 North, Range 63 West, Ramsey County, North Dakota, described as follows:

Beginning at the north quarter corner of said Section 17;  
thence South 01 degree 29 minutes 23 seconds East, along the east line of said West Half, 3958.04 feet to the south line of the North Half of the Southwest Quarter of said Section 17;  
thence South 88 degrees 54 minutes 11 seconds West, along said south line, 1576.90 feet to the northeasterly line of ACKERMAN ACRES SUBDIVISION;  
thence North 43 degrees 59 minutes 52 seconds West, along said northeasterly line, 863.29 feet to the southeasterly line of Block 5, ACKERMAN ACRES SUBDIVISION;  
thence North 46 degrees 00 minutes 08 seconds East 100.00 feet;  
thence South 43 degrees 59 minutes 52 seconds East 819.72 feet;  
thence North 88 degrees 54 minutes 11 seconds East 732.71 feet;  
thence North 01 degree 29 minutes 23 seconds West 1849.76 feet;  
thence North 88 degrees 54 minutes 11 seconds East 669.91 feet;  
thence North 01 degree 29 minutes 23 seconds West 2008.53 feet to the north line of said West Half of said Section 17;  
thence North 89 degrees 00 minutes 18 seconds East, along said north line, 130.00 feet to the point of beginning.

Subject to and together with any valid easements, restrictions and/or reservations.  
Containing 45.31 acres more or less.



507 3rd Street NE  
Devils Lake, ND 58301  
701-662-8065  
lss@gondtc.com

*CLIENT*  
CITY OF DEVILS LAKE  
423 6th STREET  
DEVILS LAKE, ND 58301

*PROJECT*  
LAND ACQUISITION  
CITY EMBANKMENT  
LSS Project No. 2008090

*PROJECT LOCATION*  
ACKERMAN - 1536317201  
SEC. 18, T.153 N., R.63W.,  
RAMSEY COUNTY, NORTH DAKOTA

*Surveyors Certificate*  
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly registered land surveyor under the laws of the State of North Dakota.

David K. Hovendick  
ND Registration No. 3612

*Date:*  
09/30/2011

*SHEET, REV.*  
1 of 2 N/A

## MEMORANDUM

To: Devils Lake City Commission

From: Spencer Halvorson, City Administrator/Auditor 

Date: 05/03/24

Re: SCADA System Upgrade – Budget Amendment 2024-02

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Devils Lake City Commissioners,

Included is a memo and agreement from the Public Works Director and Public Utilities Supervisor recommending the upgrade of the SCADA system utilized by the Utilities Department.

This was not included in the equipment replacement schedule or capital improvement plan given the unknowns surrounding the time and cost of such an upgrade, as well as the performance of the water and sewer funds. The purchase of the system upgrade is recommended to come out of the Water and Sewer operations and reserve balances, consistent with previous budget strategies and intent.

Purchase of the system is recommended with corresponding budget amendment 24-02. The Water and Sewer funds overperformed expectations in 2023 with projected reserve balances both over 45% of yearly expenses.

Attached:

- Budget Amendment 24-02
- Water and Sewer 2023 Fund Report
- Memo from Public Works Director and Utilities Supervisor
- Agreement for SCADA Upgrade

**BUDGET AMENDMENT 24-02**

Purpose	Department/Fund	Description	Expense/Revenue	GL CODE	Original Line Item	Proposed	Change
SCADA Equipment Upgrade	Water - Distribution	SCADA Maintenance	Expense	6001.340.58480	\$ 8,000	\$ 18,000	\$ 10,000
	Water - Hamar Wells	SCADA Maintenance	Expense	6001.342.58480	\$ 9,250	\$ 44,250	\$ 35,000
	Water - WTP	SCADA Maintenance	Expense	6001.343.58480	\$ 10,000	\$ 45,000	\$ 35,000
	Sewer Operations	SCADA Maintenance	Expense	6002.320.58480	\$ 5,000	\$ 15,000	\$ 10,000
	Sewer - Storm Sewer	SCADA Maintenance	Expense	6002.321.58480	\$ 7,000	\$ 17,000	\$ 10,000

CITY OF DEVILS LAKE  
BALANCE SHEET  
DECEMBER 31, 2023

WATER FUND

ASSETS

6001-000-11000	CASH IN COMBINED FUND	688,820.40	
6001-000-12040	ACCTS. REC. (SPEC/OTHER)	1,564.82	
6001-000-12110	UB ACCOUNTS RECEIVABLE	79,282.97	
	TOTAL ASSETS		769,668.19

LIABILITIES AND EQUITY

LIABILITIES

6001-000-21210	ACCOUNTS PAYABLE	16,193.40	
6001-000-22210	FEDERAL WITHHOLDING TAXES PAYA	1,682.92	
6001-000-22220	STATE W/H TAXES PAYABLE	441.50	
6001-000-22290	MEDICARE PAYABLE	24.28	
6001-000-22300	ND PERS	4,364.38	
6001-000-22310	FICA PAYABLE	1,415.67	
6001-000-22320	DEFERRED COMP.	( 32,738.31)	
6001-000-22370	MED. & DEP. CARE FLEX PAY.	330.09	
6001-000-22390	UNUM INS. PAYABLE	( 650.64)	
6001-000-22410	USABLE(ACCIDENT/CANCER/LIFE) I	( 1,075.61)	
6001-000-22430	GARNISHMENTS	( 262.78)	
6001-000-22440	HEALTH PREMIUMS PAYABLE	( 261.39)	
	TOTAL LIABILITIES		( 10,536.49)

FUND EQUITY

6001-000-30000	FUND BALANCE	738,571.58	
	REVENUE OVER EXPENDITURES - YTD	41,633.10	
	TOTAL FUND EQUITY		780,204.68
	TOTAL LIABILITIES AND EQUITY		769,668.19

CITY OF DEVILS LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES &amp; SERVICES</u>					
6001-000-34710	WATER COLLECTIONS	1,260,797.18	1,260,797.18	1,220,000.00	( 40,797.18) 103.3
6001-000-34730	WATER SOURCE REPLACEMENT FEE	275,608.54	275,608.54	270,000.00	( 5,608.54) 102.1
6001-000-34740	CURB STOP REPLACEMENT FEE	30,021.58	30,021.58	30,000.00	( 21.58) 100.1
6001-000-34750	UB PENALTY FEES	9,891.19	9,891.19	6,000.00	( 3,891.19) 164.9
6001-000-34900	MISCELLANEOUS SERVICES	.00	.00	500.00	500.00 .0
	TOTAL CHARGES & SERVICES	<u>1,576,318.49</u>	<u>1,576,318.49</u>	<u>1,526,500.00</u>	<u>( 49,818.49) 103.3</u>
<u>MISC. REVENUES</u>					
6001-000-36100	INTEREST EARNINGS	11,748.49	11,748.49	3,000.00	( 8,748.49) 391.6
	TOTAL MISC. REVENUES	<u>11,748.49</u>	<u>11,748.49</u>	<u>3,000.00</u>	<u>( 8,748.49) 391.6</u>
	TOTAL FUND REVENUE	<u>1,588,066.98</u>	<u>1,588,066.98</u>	<u>1,529,500.00</u>	<u>( 58,566.98) 103.8</u>



CITY OF DEVILS LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATION</u>					
6001-340-41100	123,159.77	123,159.77	129,960.00	6,800.23	94.8
6001-340-41300	8,427.49	8,427.49	5,000.00	( 3,427.49)	168.6
6001-340-42100	23,835.20	23,835.20	35,640.00	11,804.80	66.9
6001-340-42200	9,141.42	9,141.42	8,368.00	( 773.42)	109.2
6001-340-42250	4,776.77	4,776.77	11,787.37	7,010.60	40.5
6001-340-42300	.00	.00	8,657.00	8,657.00	.0
6001-340-42350	2,138.00	2,138.00	1,957.00	( 181.00)	109.3
6001-340-42400	2,645.92	2,645.92	2,800.00	154.08	94.5
6001-340-43210	2,463.49	2,463.49	1,500.00	( 963.49)	164.2
6001-340-43320	2,702.81	2,702.81	.00	( 2,702.81)	.0
6001-340-43330	1,625.00	1,625.00	.00	( 1,625.00)	.0
6001-340-43510	9,525.46	9,525.46	5,000.00	( 4,525.46)	190.5
6001-340-43560	2,969.78	2,969.78	2,500.00	( 469.78)	118.8
6001-340-43570	3,396.42	3,396.42	4,000.00	603.58	84.9
6001-340-43600	2,947.35	2,947.35	.00	( 2,947.35)	.0
6001-340-43830	10,000.00	10,000.00	10,000.00	.00	100.0
6001-340-44100	44.47	44.47	.00	( 44.47)	.0
6001-340-44150	447.97	447.97	500.00	52.03	89.6
6001-340-44240	10,167.53	10,167.53	10,000.00	( 167.53)	101.7
6001-340-44260	22,085.57	22,085.57	10,000.00	( 12,085.57)	220.9
6001-340-44280	2,535.24	2,535.24	10,000.00	7,464.76	25.4
6001-340-44300	2,232.92	2,232.92	500.00	( 1,732.92)	446.6
6001-340-44410	17,230.37	17,230.37	1,500.00	( 15,730.37)	1148.7
6001-340-44420	12,586.35	12,586.35	8,000.00	( 4,586.35)	157.3
6001-340-44450	2,313.35	2,313.35	5,000.00	2,686.65	46.3
6001-340-44460	47,450.52	47,450.52	20,000.00	( 27,450.52)	237.3
6001-340-44490	.00	.00	500.00	500.00	.0
6001-340-44550	16,333.27	16,333.27	20,000.00	3,666.73	81.7
6001-340-44810	18,582.19	18,582.19	14,000.00	( 4,582.19)	132.7
6001-340-44820	4,322.07	4,322.07	30,000.00	25,677.93	14.4
6001-340-44900	602.27	602.27	1,500.00	897.73	40.2
6001-340-56290	723.81	723.81	280.00	( 443.81)	258.5
6001-340-56450	64.60	64.60	.00	( 64.60)	.0
6001-340-56500	11,883.30	11,883.30	17,000.00	5,116.70	69.9
6001-340-57300	12.38	12.38	375.00	362.62	3.3
6001-340-58480	112.96	112.96	8,000.00	7,887.04	1.4
<b>TOTAL WATER OPERATION</b>	<b>379,486.02</b>	<b>379,486.02</b>	<b>384,324.37</b>	<b>4,838.35</b>	<b>98.7</b>

CITY OF DEVILS LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAMAR WELLS</u>					
6001-342-43210 FIRE AND TORNADO	( 79.28)	( 79.28)	1,600.00	1,679.28	( 5.0)
6001-342-43340 PIPELINE EASEMENTS	.00	.00	500.00	500.00	.0
6001-342-43510 ELECTRICITY	61,540.99	61,540.99	60,000.00	( 1,540.99)	102.6
6001-342-43560 TELEPHONE	554.81	554.81	800.00	245.19	69.4
6001-342-43570 HEAT	.00	.00	500.00	500.00	.0
6001-342-44240 GAS, OIL, GREASE, ETC.	.00	.00	2,000.00	2,000.00	.0
6001-342-44260 EQUIPMENT MAINTENANCE	7,142.66	7,142.66	1,000.00	( 6,142.66)	714.3
6001-342-44300 BUILDING MAINT. EXPENSE	149.85	149.85	500.00	350.15	30.0
6001-342-44430 WELL MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
6001-342-44460 WATER LINE MAINT. EXPENSE	776.50	776.50	7,000.00	6,223.50	11.1
6001-342-44900 MISCELLANEOUS EXPENSE	3.00	3.00	50.00	47.00	6.0
6001-342-56280 REAL ESTATE TAXES	1,636.32	1,636.32	.00	( 1,636.32)	.0
6001-342-56500 EQUIPMENT (\$500 OR OVER)	50,761.68	50,761.68	.00	( 50,761.68)	.0
6001-342-58480 SCADA SYSTEM EXPENSES	621.00	621.00	9,250.00	8,629.00	6.7
TOTAL HAMAR WELLS	123,107.53	123,107.53	88,200.00	( 34,907.53)	139.6

CITY OF DEVILS LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER TREATMENT PLANT</u>					
6001-343-41100	PERMANENT SALARIES	74,287.77	74,287.77	72,768.00 ( 1,519.77)	102.1
6001-343-41300	OVERTIME SALARIES	4,607.32	4,607.32	1,000.00 ( 3,607.32)	460.7
6001-343-42100	HEALTH INS. PREMIUMS (BCBS)	12,101.16	12,101.16	12,101.00 ( .16)	100.0
6001-343-42200	FICA EXPENSE	4,007.13	4,007.13	4,573.62	566.49 87.6
6001-343-42300	CITY SHARE DEFERRED COMP.	.00	.00	6,690.76	6,690.76 .0
6001-343-42350	MEDICARE	892.72	892.72	1,069.64	176.92 83.5
6001-343-43080	LAB FEES	7,831.56	7,831.56	15,000.00	7,168.44 52.2
6001-343-43110	AUDIT FEES	.00	.00	2,000.00	2,000.00 .0
6001-343-43120	LEGAL FEES	.00	.00	200.00	200.00 .0
6001-343-43210	FIRE AND TORNADO	9,066.81	9,066.81	3,000.00 ( 6,066.81)	302.2
6001-343-43320	COMPUTER EQUIPMENT	4,928.74	4,928.74	1,000.00 ( 3,928.74)	492.9
6001-343-43330	MAINT./LEASE ON EQ./SOFTWARE	.00	.00	3,000.00	3,000.00 .0
6001-343-43400	EDUCATION & TRAINING	1,931.11	1,931.11	1,000.00 ( 931.11)	193.1
6001-343-43510	ELECTRICITY	36,951.89	36,951.89	50,000.00	13,048.11 73.9
6001-343-43560	TELEPHONE	1,843.06	1,843.06	2,000.00	156.94 92.2
6001-343-43570	HEAT	.00	.00	500.00	500.00 .0
6001-343-43600	PUBLISHING/PRINTING/ADVERTISIN	1,978.04	1,978.04	2,500.00	521.96 79.1
6001-343-44100	OFFICE SUP. & POSTAGE	6,688.81	6,688.81	5,000.00 ( 1,688.81)	133.8
6001-343-44170	DRUG & ALCOHOL TESTING EXP.	210.00	210.00	100.00 ( 110.00)	210.0
6001-343-44210	JANITORIAL SUPPLIES EXPENSE	.00	.00	500.00	500.00 .0
6001-343-44220	CLOTHING & UNIFORMS	724.57	724.57	1,000.00	275.43 72.5
6001-343-44230	CHEMICAL SUPPLIES EXPENSE	106,836.67	106,836.67	95,000.00 ( 11,836.67)	112.5
6001-343-44260	EQUIPMENT MAINTENANCE	3,536.22	3,536.22	15,000.00	11,463.78 23.6
6001-343-44280	TOOLS & EQUIP. EXPENSE	1,442.19	1,442.19	15,000.00	13,557.81 9.6
6001-343-44300	BUILDING MAINT. EXPENSE	3,063.66	3,063.66	7,500.00	4,436.34 40.9
6001-343-44440	RESERVOIR MAINT. EXPENSE	.00	.00	2,000.00	2,000.00 .0
6001-343-56450	SAFETY EQUIPMENT	1,082.53	1,082.53	1,500.00	417.47 72.2
6001-343-56500	EQUIPMENT (\$500 OR OVER)	.00	.00	10,000.00	10,000.00 .0
6001-343-58480	SCADA SYSTEM EXPENSES	279.86	279.86	10,000.00	9,720.14 2.8
	TOTAL WATER TREATMENT PLANT	284,291.82	284,291.82	341,003.02	56,711.20 83.4
<u>TRANSFERS IN/OUT</u>					
6001-700-43940	STREET OPENING EXPENSE	20,903.83	20,903.83	25,000.00	4,096.17 83.6
6001-700-44460	WATER LINE MAINT. EXPENSE	.00	.00	3,000.00	3,000.00 .0
6001-700-55060	DEPRECIATION	5,000.00	5,000.00	5,000.00	.00 100.0
6001-700-56310	TRANSFER OUT - EQUIPMENT RESER	20,000.00	20,000.00	20,000.00	.00 100.0
6001-700-56980	INTERDEPARTMENT EXPENSE	104,411.76	104,411.76	104,892.00	480.24 99.5
6001-700-57990	LOT RENT AT AIRPORT	8,334.00	8,334.00	8,334.00	.00 100.0
6001-700-58900	TRANSFERS OUT	600,898.92	600,898.92	585,200.00 ( 15,698.92)	102.7
	TOTAL TRANSFERS IN/OUT	759,548.51	759,548.51	751,426.00 ( 8,122.51)	101.1
	TOTAL FUND EXPENDITURES	1,546,433.88	1,546,433.88	1,564,953.39	18,519.51 98.8
	NET REVENUE OVER EXPENDITURES	41,633.10	41,633.10	( 35,453.39) ( 77,086.49)	117.4

CITY OF DEVILS LAKE  
BALANCE SHEET  
DECEMBER 31, 2023

SEWER FUND

ASSETS

6002-000-11000	CASH IN COMBINED FUND	573,109.46	
6002-000-12040	ACCTS. REC. (SPEC/OTHER)	( 14,509.20)	
6002-000-12110	UB ACCOUNTS RECEIVABLE	80,472.75	
	TOTAL ASSETS		639,073.01

LIABILITIES AND EQUITY

LIABILITIES

6002-000-21210	ACCOUNTS PAYABLE	5,724.76	
6002-000-22200	WAGES PAYABLE	136.35	
6002-000-22210	FEDERAL WITHHOLDING TAXES PAYA	4,955.95	
6002-000-22220	STATE W/H TAXES PAYABLE	603.50	
6002-000-22290	MEDICARE PAYABLE	898.80	
6002-000-22300	ND PERS	( 5,269.65)	
6002-000-22310	FICA PAYABLE	2,531.15	
6002-000-22320	DEFERRED COMP.	( 19,889.76)	
6002-000-22370	MED. & DEP. CARE FLEX PAY.	2,080.17	
6002-000-22390	UNUM INS. PAYABLE	27.56	
6002-000-22410	USABLE(ACCIDENT/CANCER/LIFE) I	1,155.40	
6002-000-22440	HEALTH PREMIUMS PAYABLE	( 8,441.56)	
	TOTAL LIABILITIES		( 15,487.33)

FUND EQUITY

6002-000-30000	FUND BALANCE	587,291.06	
	REVENUE OVER EXPENDITURES - YTD	67,269.28	
	TOTAL FUND EQUITY		654,560.34
	TOTAL LIABILITIES AND EQUITY		639,073.01

CITY OF DEVILS LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
6002-000-31410 SALES AND USE TAX (1.5%)	186,556.16	186,556.16	189,000.00	2,443.84	98.7
TOTAL TAXES	186,556.16	186,556.16	189,000.00	2,443.84	98.7
<u>CHARGES &amp; SERVICES</u>					
6002-000-34810 SEWER CHARGES	910,749.53	910,749.53	810,000.00	( 100,749.53)	112.4
6002-000-34820 RURAL SEWER COLLECTIONS	33,023.49	33,023.49	36,000.00	2,976.51	91.7
6002-000-34830 HIGHWAY 20 LIFT STATION	14,033.83	14,033.83	14,480.00	446.17	96.9
6002-000-34831 HIGHWAY 20 MINI LIFT STATION	9,036.83	9,036.83	.00	( 9,036.83)	.0
6002-000-34841 CREEL BAY PUMP STATION	2,133.07	2,133.07	11,300.00	9,166.93	18.9
6002-000-34842 LAKEWOOD PUMP STATION	19,184.39	19,184.39	20,620.00	1,435.61	93.0
6002-000-34880 COUNTRY CLUB LIFT STATION	6,125.13	6,125.13	2,178.00	( 3,947.13)	281.2
6002-000-34900 MISCELLANEOUS SERVICES	7,528.49	7,528.49	10,000.00	2,471.51	75.3
TOTAL CHARGES & SERVICES	1,001,814.76	1,001,814.76	904,578.00	( 97,236.76)	110.8
<u>MISC. REVENUES</u>					
6002-000-36100 INTEREST EARNINGS	11,748.48	11,748.48	50.00	( 11,698.48)	23497.
6002-000-36200 RENTAL/LEASE EQUIP. OR LAND	6,975.00	6,975.00	12,000.00	5,025.00	58.1
6002-000-36990 REIMB. OF EXPENDITURES	14,353.73	14,353.73	20,000.00	5,646.27	71.8
TOTAL MISC. REVENUES	33,077.21	33,077.21	32,050.00	( 1,027.21)	103.2
<u>TRANSFERS IN</u>					
6002-700-39120 EQUIPMENT RESERVE	49,253.63	49,253.63	55,000.00	5,746.37	89.6
TOTAL TRANSFERS IN	49,253.63	49,253.63	55,000.00	5,746.37	89.6
TOTAL FUND REVENUE	1,270,701.76	1,270,701.76	1,180,628.00	( 90,073.76)	107.6

CITY OF DEVILS LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER OPERATION</u>					
6002-320-41100	106,980.23	106,980.23	137,232.00	30,251.77	78.0
6002-320-41300	1,692.99	1,692.99	3,000.00	1,307.01	56.4
6002-320-42100	21,590.00	21,590.00	35,640.00	14,050.00	60.6
6002-320-42200	6,611.09	6,611.09	8,694.00	2,082.91	76.0
6002-320-42250	3,721.87	3,721.87	.00	( 3,721.87)	.0
6002-320-42300	.00	.00	12,447.00	12,447.00	.0
6002-320-42350	1,546.05	1,546.05	2,033.00	486.95	76.1
6002-320-42400	1,791.56	1,791.56	1,400.00	( 391.56)	128.0
6002-320-43110	.00	.00	2,000.00	2,000.00	.0
6002-320-43210	448.06	448.06	200.00	( 248.06)	224.0
6002-320-43320	582.86	582.86	1,000.00	417.14	58.3
6002-320-43330	.00	.00	2,000.00	2,000.00	.0
6002-320-43400	1,091.26	1,091.26	500.00	( 591.26)	218.3
6002-320-43510	13,180.54	13,180.54	9,000.00	( 4,180.54)	146.5
6002-320-43560	1,903.28	1,903.28	1,500.00	( 403.28)	126.9
6002-320-43570	3,396.39	3,396.39	4,000.00	603.61	84.9
6002-320-43600	2,053.93	2,053.93	2,000.00	( 53.93)	102.7
6002-320-43830	3,000.00	3,000.00	3,000.00	.00	100.0
6002-320-44100	6,300.00	6,300.00	5,000.00	( 1,300.00)	126.0
6002-320-44150	447.98	447.98	500.00	52.02	89.6
6002-320-44170	241.80	241.80	200.00	( 41.80)	120.9
6002-320-44210	.00	.00	1,000.00	1,000.00	.0
6002-320-44220	475.69	475.69	900.00	424.31	52.9
6002-320-44240	14,663.81	14,663.81	14,500.00	( 163.81)	101.1
6002-320-44260	23,195.21	23,195.21	7,000.00	( 16,195.21)	331.4
6002-320-44280	2,865.06	2,865.06	3,000.00	134.94	95.5
6002-320-44300	4,509.50	4,509.50	.00	( 4,509.50)	.0
6002-320-44510	5,089.88	5,089.88	17,000.00	11,910.12	29.9
6002-320-44520	813.46	813.46	20,000.00	19,186.54	4.1
6002-320-44840	2,343.19	2,343.19	1,000.00	( 1,343.19)	234.3
6002-320-44900	.00	.00	1,000.00	1,000.00	.0
6002-320-56290	935.18	935.18	.00	( 935.18)	.0
6002-320-56450	2,377.89	2,377.89	10,000.00	7,622.11	23.8
6002-320-57300	6.04	6.04	375.00	368.96	1.6
6002-320-58480	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL SEWER OPERATION</b>	<b>233,854.80</b>	<b>233,854.80</b>	<b>312,121.00</b>	<b>78,266.20</b>	<b>74.9</b>

CITY OF DEVILS LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORM SEWER</u>					
6002-321-41100 PERMANENT SALARIES	63,518.46	63,518.46	63,576.00	57.54	99.9
6002-321-41110 ADDITIVE TO SALARY	600.00	600.00	.00 (	600.00)	.0
6002-321-41300 OVERTIME SALARIES	3,690.98	3,690.98	3,000.00 (	690.98)	123.0
6002-321-42100 HEALTH INS. PREMIUMS (BCBS)	21,120.00	21,120.00	21,120.00	.00	100.0
6002-321-42200 FICA EXPENSE	4,061.08	4,061.08	4,128.00	66.92	98.4
6002-321-42250 CITY SHARE NDPERS	6,999.96	6,999.96	.00 (	6,999.96)	.0
6002-321-42300 CITY SHARE DEFERRED COMP.	.00	.00	5,766.00	5,766.00	.0
6002-321-42350 MEDICARE	949.74	949.74	965.00	15.26	98.4
6002-321-42400 WORKERS COMP. EXPENSE	895.78	895.78	.00 (	895.78)	.0
6002-321-43210 FIRE AND TORNADO	739.69	739.69	800.00	60.31	92.5
6002-321-43510 ELECTRICITY	10,440.36	10,440.36	15,000.00	4,559.64	69.6
6002-321-43560 TELEPHONE	572.52	572.52	.00 (	572.52)	.0
6002-321-44220 CLOTHING & UNIFORMS	103.87	103.87	.00 (	103.87)	.0
6002-321-44260 EQUIPMENT MAINTENANCE	7,173.88	7,173.88	4,000.00 (	3,173.88)	179.4
6002-321-44280 TOOLS & EQUIP. EXPENSE	.00	.00	3,000.00	3,000.00	.0
6002-321-44300 BUILDING MAINT. EXPENSE	1,473.60	1,473.60	1,000.00 (	473.60)	147.4
6002-321-44510 LIFT MAINTENANCE EXPENSE	2,318.18	2,318.18	15,000.00	12,681.82	15.5
6002-321-44520 SEWER LINE MAINTENANCE EXPENSE	2,271.50	2,271.50	9,000.00	6,728.50	25.2
6002-321-44540 DRAINAGE DITCH MAINT. EXPENSE	4,497.50	4,497.50	15,000.00	10,502.50	30.0
6002-321-56290 LEASE/PERMIT PAYMENT	14,058.79	14,058.79	10,475.00 (	3,583.79)	134.2
6002-321-58480 SCADA SYSTEM EXPENSES	.00	.00	7,000.00	7,000.00	.0
TOTAL STORM SEWER	145,485.89	145,485.89	178,830.00	33,344.11	81.4

CITY OF DEVILS LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER TREATMENT</u>					
6002-322-41100	PERMANENT SALARIES	50,511.72	50,511.72	45,349.00 (	5,162.72) 111.4
6002-322-41200	TEMP./PART TIME SALARIES	13,854.75	13,854.75	.00 (	13,854.75) .0
6002-322-41300	OVERTIME SALARIES	3,915.40	3,915.40	1,500.00 (	2,415.40) 261.0
6002-322-41500	CONTRACT LABOR EXPENSE	.00	.00	1,500.00	1,500.00 .0
6002-322-42100	HEALTH INS. PREMIUMS (BCBS)	11,280.00	11,280.00	19,940.00	8,660.00 56.6
6002-322-42200	FICA EXPENSE	3,961.61	3,961.61	2,905.00 (	1,056.61) 136.4
6002-322-42250	CITY SHARE NDPERS	4,244.33	4,244.33	.00 (	4,244.33) .0
6002-322-42300	CITY SHARE DEFERRED COMP.	.00	.00	4,113.00	4,113.00 .0
6002-322-42350	MEDICARE	926.45	926.45	679.00 (	247.45) 136.4
6002-322-42400	WORKERS COMP. EXPENSE	1,068.06	1,068.06	1,300.00	231.94 82.2
6002-322-43210	FIRE AND TORNADO	257.60	257.60	350.00	92.40 73.6
6002-322-43320	COMPUTER EQUIPMENT	.00	.00	500.00	500.00 .0
6002-322-43400	EDUCATION & TRAINING	200.00	200.00	200.00	.00 100.0
6002-322-43510	ELECTRICITY	6,828.01	6,828.01	11,000.00	4,171.99 62.1
6002-322-43560	TELEPHONE	866.62	866.62	600.00 (	266.62) 144.4
6002-322-43570	HEAT	3,396.46	3,396.46	4,000.00	603.54 84.9
6002-322-43600	PUBLISHING/PRINTING/ADVERTISIN	140.78	140.78	.00 (	140.78) .0
6002-322-43830	GRAVEL EXPENSE	1,997.06	1,997.06	5,000.00	3,002.94 39.9
6002-322-44100	OFFICE SUP. & POSTAGE	287.34	287.34	250.00 (	37.34) 114.9
6002-322-44170	DRUG & ALCOHOL TESTING EXP.	140.00	140.00	100.00 (	40.00) 140.0
6002-322-44200	OPERATION & MAINT. EXPENSE	.00	.00	150.00	150.00 .0
6002-322-44210	JANITORIAL SUPPLIES EXPENSE	.00	.00	500.00	500.00 .0
6002-322-44220	CLOTHING & UNIFORMS	495.93	495.93	600.00	104.07 82.7
6002-322-44230	CHEMICAL SUPPLIES EXPENSE	.00	.00	200.00	200.00 .0
6002-322-44240	GAS, OIL, GREASE, ETC.	12,063.76	12,063.76	15,000.00	2,936.24 80.4
6002-322-44260	EQUIPMENT MAINTENANCE	44,094.38	44,094.38	45,000.00	905.62 98.0
6002-322-44280	TOOLS & EQUIP. EXPENSE	.00	.00	1,500.00	1,500.00 .0
6002-322-44300	BUILDING MAINT. EXPENSE	391.85	391.85	1,500.00	1,108.15 26.1
6002-322-44340	INSTRUMENTS EQUIPMENT EXPENSE	996.16	996.16	1,000.00	3.84 99.6
6002-322-44510	LIFT MAINTENANCE EXPENSE	.00	.00	500.00	500.00 .0
6002-322-44530	LAGOON MAINT. EXPENSE	587.92	587.92	2,000.00	1,412.08 29.4
6002-322-44540	DRAINAGE DITCH MAINT. EXPENSE	.00	.00	10,000.00	10,000.00 .0
6002-322-44610	TESTING	2,273.33	2,273.33	3,500.00	1,226.67 65.0
6002-322-44900	MISCELLANEOUS EXPENSE	.00	.00	500.00	500.00 .0
6002-322-56450	SAFETY EQUIPMENT	710.80	710.80	5,000.00	4,289.20 14.2
	<u>TOTAL WASTEWATER TREATMENT</u>	<u>165,490.32</u>	<u>165,490.32</u>	<u>186,236.00</u>	<u>20,745.68</u> <u>88.9</u>



CITY OF DEVILS LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMBANKMENT</u>					
6002-323-41100	PERMANENT SALARIES	47,205.78	47,205.78	48,768.00	1,562.22 96.8
6002-323-41300	OVERTIME SALARIES	3,637.01	3,637.01	.00 ( 3,637.01)	.0
6002-323-42100	HEALTH INS. PREMIUMS (BCBS)	19,440.00	19,440.00	21,120.00	1,680.00 92.1
6002-323-42200	FICA EXPENSE	3,018.36	3,018.36	3,024.00	5.64 99.8
6002-323-42250	CITY SHARE NDPERS	4,265.85	4,265.85	.00 ( 4,265.85)	.0
6002-323-42300	CITY SHARE DEFERRED COMP.	.00	.00	4,423.00	4,423.00 .0
6002-323-42350	MEDICARE	705.91	705.91	707.00	1.09 99.9
6002-323-42400	WORKERS COMP. EXPENSE	895.78	895.78	.00 ( 895.78)	.0
6002-323-43830	GRAVEL EXPENSE	.00	.00	1,500.00	1,500.00 .0
6002-323-44220	CLOTHING & UNIFORMS	.00	.00	300.00	300.00 .0
6002-323-44260	EQUIPMENT MAINTENANCE	9,433.47	9,433.47	7,000.00 ( 2,433.47)	134.8
6002-323-44300	BUILDING MAINT. EXPENSE	115.99	115.99	.00 ( 115.99)	.0
6002-323-44740	EAST BAY PUMP STATION	30,881.03	30,881.03	16,000.00 ( 14,881.03)	193.0
6002-323-44750	17TH STREET PUMP STATION	3,891.76	3,891.76	3,000.00 ( 891.76)	129.7
6002-323-44760	CREEL BAY PUMP STATION	25,977.80	25,977.80	35,000.00	9,022.20 74.2
6002-323-44780	HWY 20 PUMP STATION	4,331.28	4,331.28	6,000.00	1,668.72 72.2
6002-323-44781	MINI HWY 20 PUMP STATION	614.45	614.45	.00 ( 614.45)	.0
6002-323-44790	COUNTRY CLUB PUMP STATION	4,245.38	4,245.38	1,278.00 ( 2,967.38)	332.2
6002-323-44791	LAKEWOOD PUMP STATION	8,097.15	8,097.15	11,300.00	3,202.85 71.7
6002-323-50000	DIKE MAINTENANCE	9,710.39	9,710.39	5,000.00 ( 4,710.39)	194.2
6002-323-50100	SPRAYING	9,734.30	9,734.30	10,000.00	265.70 97.3
6002-323-56500	EQUIPMENT (\$500 OR OVER)	12,112.00	12,112.00	15,000.00	2,888.00 80.8
	TOTAL EMBANKMENT	198,313.69	198,313.69	189,420.00 ( 8,893.69)	104.7
<u>TRANSFERS IN/OUT</u>					
6002-700-44760	CREEL BAY PUMP STATION	8,522.00	8,522.00	8,522.00	.00 100.0
6002-700-44780	HWY 20 PUMP STATION	8,480.00	8,480.00	8,480.00	.00 100.0
6002-700-44781	MINI HWY 20 PUMP STATION	7,080.00	7,080.00	7,080.00	.00 100.0
6002-700-44790	COUNTRY CLUB PUMP STATION	900.00	900.00	900.00	.00 100.0
6002-700-44791	LAKEWOOD PUMP STATION	9,320.00	9,320.00	9,320.00	.00 100.0
6002-700-55060	DEPRECIATION	46,000.00	46,000.00	46,000.00	.00 100.0
6002-700-56310	TRANSFER OUT - EQUIPMENT RESER	20,000.00	20,000.00	20,000.00	.00 100.0
6002-700-56980	INTERDEPARTMENT EXPENSE	104,411.76	104,411.76	104,892.00	480.24 99.5
6002-700-57990	LOT RENT AT AIRPORT	8,334.00	8,334.00	8,335.00	1.00 100.0
6002-700-58900	TRANSFERS OUT	247,240.02	247,240.02	231,566.00 ( 15,674.02)	106.8
	TOTAL TRANSFERS IN/OUT	460,287.78	460,287.78	445,095.00 ( 15,192.78)	103.4
	TOTAL FUND EXPENDITURES	1,203,432.48	1,203,432.48	1,311,702.00	108,269.52 91.8
	NET REVENUE OVER EXPENDITURES	67,269.28	67,269.28	( 131,074.00) ( 198,343.28)	51.3

Mike Grafsgaard – Public Works Director  
Corey Erickson – Sanitation Supervisor  
Wade Sharbono – Streets Supervisor  
Joel Myhro – Utilities Supervisor

**To:** President Moe and City Commissioners

**From:** Michael Grafsgaard, City Engineer/Public Works Director   
Joel Myhro, Public Utilities Supervisor 

**Date:** April 25, 2024

**Re:** SCADA System Upgrade

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The computer software and equipment used to collect and communicate data for our Public Utilities Department, also known as SCADA (Supervisor Control and Data Acquisition), is dated and requires updating. The system provides operators with information related to operational parameters of the water system and sanitary/storm sewer lift stations and alerts operators when the system is operating outside of normal values. The current system was installed with the water treatment plant construction that was completed 13 years ago.

We worked with our consultant, AE2S, to evaluate different alternatives for renewing/upgrading the system and it appears the attached proposal will save the City over \$150,000 over the next 10 years compared to the system currently used by the City. The new system will have all the functionality of the current system, provide more redundancy and will be easier for operators to access with their mobile devices. Many other communities and water systems have already switched to this software platform and have been happy with the results.

The attached agreement is an hourly not to exceed contract, with a maximum cost of \$99,630 and will be paid for using funds derived from the water and sewer enterprise accounts. As with many software companies, there will be an annual fee for the system as outlined in the agreement. We recommend approval of the agreement.



April 24, 2024

City of Devils Lake  
423 6th St NE  
Devils Lake, North Dakota 58301

**RE: Letter Agreement between Client and AE2S  
SCADA System Upgrade**

Dear Mike Grafsgaard:

Advanced Engineering and Environmental Services, LLC (AE2S) proposes to render instrumentation and control services (Assignment) to City of Devils Lake (CLIENT).

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

### **Scope of Basic Services**

AE2S will perform the following tasks:

- Backup existing Wonderware Application.
- Backup existing Wonderware Historical Data.
- Backup existing Server Configuration.
- Convert existing Wonderware System Platform application to Inductive Automation Ignition Platform for AE2S Cloud Hosted SCADA Solution.
- Thoroughly test new Ignition application against existing Wonderware application to verify operational consistency.
- Provide one (1) new Supervisory Control and Data Acquisition (SCADA) Server.
- Provide one (1) new Windows 10 Pro License Upgrade for the Filter Control Panel Computer.
- Provide required Inductive Automation Ignition Software Licenses to remotely connect to AE2S Cloud Server.
- Assemble and configure new SCADA Server and install in existing server rack.
- Upgrade, Configure and Test WIN-911 software with Ignition Integration Module.
- Install server in existing server rack at Water Treatment Facility.
- Install converted application on new server provided.
- Install new Windows 10 Pro License on Filter Control Panel Computer.
- Provide onsite testing of application with CLIENT.
- Setup and configure CLIENT provided mobile devices for connection to mobile application.
- Provide operator training on new plant application and mobile application.

### **Additional Services**

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

**CLIENT'S Responsibilities**

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S:

1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.
2. Provide relevant information regarding requirements for the Assignment. AE2S shall be entitled to use and rely upon all information provided by CLIENT or others in performing AE2S's services under this Agreement.
3. Provide access to the relevant site sufficient for AE2S to performs its services under this Agreement.
4. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

**Fees**

AE2S proposes to provide the above services under this proposal on a **Cost Plus – Not to Exceed** basis for Ninety Nine Thousand Six Hundred Thirty Dollars (\$ 99,630.00).

A breakdown of the proposed fee is detailed below:

1. Computer Hardware (Ignition Gateway Server)	\$ 4,400.00
2. Network Hardware (VPN Router)	\$ 2,900.00
3. SCADA Software License (Ignition)	\$ 23,480.00
4. Auto Dialer Software License (WIN-911)	\$ 5,300.00
5. Expense (mileage, per diem, lodging)	\$ 1,160.00
6. Application Development, Startup, Testing, Training	\$ 62,050.00
<hr/>	
Total	\$ 99,630.00

At the completion of the installation of the new server and software an annual agreement will be provided for the annual hosting fee for the CloudSCADA System. Below is the estimated fee schedule for the first 5 years of hosting.

<b>Annual Support Fee Schedule</b>	
\$ 5,100.00	2025 – Annual Support Year No. 1
\$ 5,300.00	2026 – Annual Support Year No. 2
\$ 5,500.00	2027 – Annual Support Year No. 3
\$ 5,700.00	2028 – Annual Support Year No. 4
\$ 5,900.00	2029 – Annual Support Year No. 5

**RE: Letter Agreement between CLIENT and AE2S**  
**April 12, 2024**  
**Page 2**

**Performance Schedule**

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

**Contract Documents**

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule;
3. Any drawings or specifications provided by the CLIENT in writing; and
4. Any duly executed written amendments.

There are no contract documents other than this Agreement and those documents listed above.

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist you. We look forward to working with you.

Sincerely,

  
Jason Whitesock (Apr 25, 2024 14:18 MDI)

Jason Whitesock  
I&C Practice Leader

**AE2S**

**Client**

By: Brian R. Bergantine  
Brian R. Bergantine (Apr 25, 2024 19:24 CDT)

By:

Name: (Print): Brian R. Bergantine

Name:

Mike Grafsgaard

Title: Project Quality Director

Title: Public Works Director

**Standard Terms and Conditions**

The Agreement is supplemented to include the following terms and conditions:

1. **Standard of Care**
  - a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.
  - b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
2. **Payments to AE2S**

Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars. AE2S's compensation is exclusive of any applicable sales or use taxes imposed by any governmental authority on AE2S's compensation under this Agreement. CLIENT shall reimburse AE2S for the cost of such sales or use taxes. AE2S's invoices shall state all such applicable sales or use taxes, if any.
3. **Insurance**

AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.
5. **Limit of Liability**

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S and AE2S's officers, directors, partners, employees, agents, and AE2S's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them, shall not exceed total compensation received by AE2S as part of this Agreement.
6. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
7. **Access**

CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.
8. **Patents**

AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.
9. **Ownership and Reuse of Documents**

All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold AE2S harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.
10. **Limited Equipment Warranty**

**AE2S MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PRODUCTS MANUFACTURED BY A THIRD PARTY, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. AE2S'S SOLE RESPONSIBILITY TO CLIENT WITH RESPECT TO ANY EQUIPMENT OR COMPONENTS AND PARTS MANUFACTURED BY A THIRD PARTY AND INCORPORATED INTO THE EQUIPMENT SHALL BE TO PASS THROUGH TO CLIENT SUCH ORIGINAL EQUIPMENT MANUFACTURER'S AVAILABLE PRODUCT WARRANTY. THE REMEDIES SET FORTH IN THE MANUFACTURER'S TERMS SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND AE2S'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY**
11. **Contractors**

AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.

12. **Force Majeure**  
AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.
13. **No Third Party Beneficiaries**  
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.
14. **Assignment**  
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
15. **Binding Effect**  
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
16. **Severability and Waiver of Provisions**  
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
17. **Survival**  
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
18. **Headings**  
The headings used in this Agreement are for general reference only and do not have special significance.
19. **Controlling Law**  
This Agreement is to be governed by the law of the State of North Dakota without regard to its conflicts of laws principles.
20. **Notices**  
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, or if to AE2S at 4050 Garden View Drive, Grand Forks, ND 58201, and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
21. **Executed in Counterparts**  
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

**This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated April 24, 2024.**

**Hourly Fee and Expense Schedule**

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Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

**Labor Rates\***

Administrative 1	\$67.00	I&C Assistant 1	\$104.00
Administrative 2	\$82.00	I&C Assistant 2	\$129.00
Administrative 3	\$99.00	I&C 1	\$154.00
		I&C 2	\$182.00
		I&C 3	\$205.00
Communications Specialist 1	\$109.00	I&C 4	\$218.00
Communications Specialist 2	\$127.00	I&C 5	\$228.00
Communications Specialist 3	\$146.00		
Communications Specialist 4	\$176.00	IT 1	\$135.00
Communications Specialist 5	\$194.00	IT 2	\$182.00
		IT 3	\$223.00
Construction Services 1	\$130.00		
Construction Services 2	\$159.00	Land Surveyor Assistant	\$99.00
Construction Services 3	\$176.00	Land Surveyor 1	\$119.00
Construction Services 4	\$195.00	Land Surveyor 2	\$144.00
Construction Services 5	\$216.00	Land Surveyor 3	\$163.00
		Land Surveyor 4	\$179.00
		Land Surveyor 5	\$197.00
Engineering Assistant 1	\$88.00		
Engineering Assistant 2	\$103.00	Operations Specialist 1	\$104.00
Engineering Assistant 3	\$130.00	Operations Specialist 2	\$130.00
Engineer 1	\$140.00	Operations Specialist 3	\$161.00
Engineer 2	\$168.00	Operations Specialist 4	\$184.00
Engineer 3	\$197.00	Operations Specialist 5	\$206.00
Engineer 4	\$228.00		
Engineer 5	\$244.00	Project Coordinator 1	\$120.00
		Project Coordinator 2	\$135.00
Engineering Technician 1	\$87.00	Project Coordinator 3	\$150.00
Engineering Technician 2	\$109.00	Project Coordinator 4	\$166.00
Engineering Technician 3	\$131.00	Project Coordinator 5	\$187.00
Engineering Technician 4	\$146.00		
Engineering Technician 5	\$167.00	Project Manager 1	\$213.00
		Project Manager 2	\$233.00
Financial Analyst 1	\$116.00	Project Manager 3	\$249.00
Financial Analyst 2	\$132.00	Project Manager 4	\$264.00
Financial Analyst 3	\$159.00	Project Manager 5	\$282.00
Financial Analyst 4	\$173.00	Project Manager 6	\$295.00
Financial Analyst 5	\$193.00		
		Sr. Designer 1	\$185.00
GIS Specialist 1	\$109.00	Sr. Designer 2	\$205.00
GIS Specialist 2	\$132.00	Sr. Designer 3	\$220.00
GIS Specialist 3	\$156.00		
GIS Specialist 4	\$174.00	Sr. Financial Analyst 1	\$218.00
GIS Specialist 5	\$194.00	Sr. Financial Analyst 2	\$239.00
		Sr. Financial Analyst 3	\$259.00
		Technical Expert 1	\$335.00
		Technical Expert 2	Negotiable



**Reimbursable Expense Rates**

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$280.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

\*Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

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

**To:** President Moe and City Commissioners

**From:** Michael Grafsgaard, City Engineer/Public Works Director

*MEG*

**Date:** April 29, 2024

**Re:** Recommendation to approve lease of property

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The City of Devils Lake leases a small parcel of land at the intersection of Hwy 20 S and County Rd 1 to Dennis Riggan DBA Coyotee Flats Golf Center. The area is used for a practice range for golfers and is shown on the map included in the attached lease agreement. The lease has been in place since 2008 and there have been no complaints or issues with the use. The existing three year lease expires on May 31, 2024.

I recommend approval of a new three year lease agreement with Dennis Riggan DBA Coyotee Flats Golf Center in the amount of \$100 per year for the lease, with payments due annually.

## LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of June, 2024 by and between the City of Devils Lake, a municipal corporation, party of the first part, having an address of PO Box 1048, 423 6<sup>th</sup> Street NE, Devils Lake, ND 58301, referred to herein as “City” and Dennis Riggan, individually and dba Coyotee Flats Golf Center, party of the second part, having an address of 212 Country Club Rd, Devils Lake, ND 58301, referred to herein as “Tenant.”

WITNESSETH:

WHEREAS, the City does own the property described in the attached Attachment “A” referred to herein as “the property”; and

WHEREAS, Tenant has requested to lease the property for a golf driving range, equipment storage, and parking lot; and

WHEREAS, the City is agreeable to leasing the property to the Tenant for those purposes, subject to the terms and provisions set forth in this agreement.

NOW, THEREFORE, upon the terms and provisions set forth in this agreement and the consideration which each party acknowledges is sufficient, it is hereby agreed by and between the parties as follows:

1. The Tenant agrees to pay the City the sum of \$100 per year to lease the property for the purposes set out in this agreement.
2. The term of this agreement is a period of three years. This lease initially commenced June 1, 2008. The lease from June 1, 2020 to May 31, 2021 was on a month to month basis and was covered by all the terms of this Lease Agreement. The next three year term of this lease will commence on June 1, 2024 and end on May 31, 2027.
3. The Tenant will use the property for a golf driving range, equipment storage, and a parking lot. No other use of the property by the Tenant is allowed unless approved, in writing, by the City.
4. The City reserves the right to terminate or cancel this lease, without cause, at any time during the term of the lease by providing no less than 45 days notice, in writing, of its intention to terminate the lease.
5. At the end of the lease, or if the lease is terminated by the City prior to the expiration of its term, the Tenant will remove any items of personal property they have placed on the property. These items will be removed before the expiration of the last term of the lease.
6. At the end of the lease, or if the lease is terminated by the City prior to the expiration of its term, any improvements to the real estate shall remain with the property and shall not be

removed by the Tenant. The Tenant will not be compensated for any of those improvements.

7. The Tenant will make no improvements or modifications to the property, without the approval of the City Commission. The Tenant will submit to the City the improvements the Tenant intends to make. These improvements will be submitted to the City prior to the improvements being made. For purposes of this agreement improvements include the planting of trees and shrubs, developing dirt backstops for arrows, installing fences and gates, and improvements to the parking.

8. The access to the property for the uses set out in this lease are limited to the customers of the Tenant. The Tenant agrees to install appropriate fences and gates to prevent the use of the property by the public who are not customers of the Tenant. Further, the Tenant will install appropriate signs that state something similar to the following: "No Trespassing. Access Restricted To Driving Range Customers."

9. The Tenant will provide the City with either a key or the combination of the lock to allow the City access to the property. The City is to have access to the property at any time, without providing notice to the Tenant. The Tenant, however, will provide the City Administrator with a schedule that sets out days and times when the driving range is open.

10. The Tenant agrees to defend, save, indemnify, and hold harmless the City, its agents, officers, commissioners, employees, or representatives from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this lease, except for claims resulting from or arising out of the City's sole negligence. The legal defense provided by the Tenant to the City under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the City is necessary. The Tenant agrees to defend, save, indemnify, and hold the City harmless for all costs, expenses and attorney's fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this lease.

11. The Tenant shall obtain and keep in force during the term of this lease, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverage:

- a. Commercial general liability, including contractual coverage, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- b. Worker's compensation coverage meeting all statutory requirements.
- c. Property insurance insuring the full value of all Tenant's real and personal property located on or in the building in which the leased premises are located for all losses.

12. The Tenant is aware the property is within the floodplain and may be wet and flooded on occasion. The City is not responsible for any damages or losses sustained by the Tenant as a result of any of this flooding or wet condition.

13. The Tenant is responsible for obtaining any required permits for any improvements

the Tenant makes to the property or activities the Tenant conducts on the property.

14. There is an archery range located north of the property. The Tenant acknowledges there may be arrows that end up on the driving range. The City is not responsible for any damages or losses sustained by the Tenant from the archery range operation. The Tenant shall exercise care to not injure anyone using the archery range. The City is not responsible for any damages or losses to the patrons of the archery range caused by the Tenant, or any damage done to the Tenant from the archery range.

15. This lease is binding upon the parties, their heirs, successors and assigns.

16. Time is of the essence in the performance of each and every term or provisions of this lease.

17. This lease constitutes the entire lease entered into between the parties. Any term or provision not contained in this lease is a term or provision which has not been agreed to between the parties.

18. This lease may be amended or modified by a written agreement executed by both parties.

Dated the day and year first above written.

City of Devils Lake, Party of the First Part

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By: Jim Moe, President  
Devils Lake City Commission

Attested to:

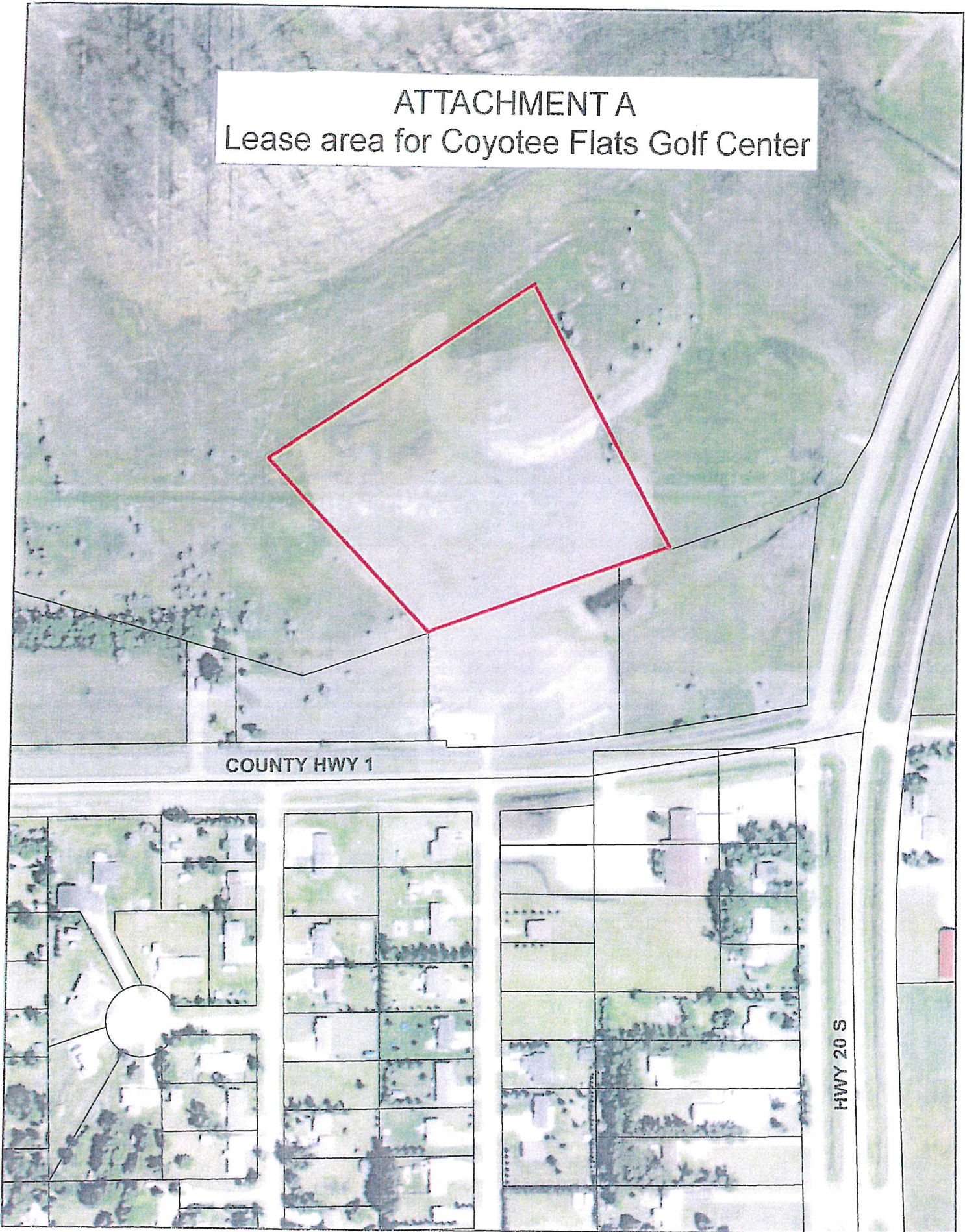
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By: Spencer Halvorson  
City Administrator/Auditor

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Dennis Riggin  
Party of the Second Part

ATTACHMENT A  
Lease area for Coyotee Flats Golf Center



## RESOLUTION ADOPTING RAMSEY COUNTY MULTI-HAZARD MITIGATION PLAN

**WHEREAS**, the City of Devils Lake recognizes the threat that natural, man-made or technological hazards pose to people and property within our community; and

**WHEREAS**, undertaking hazard mitigation actions will reduce and/or eliminate the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

**WHEREAS**, the City of Devils Lake participated in the preparation of this plan in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, adoption of the Ramsey County Multi-Hazard Mitigation Plan demonstrates the commitment to hazard mitigation; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Devils Lake adopts the Ramsey County Multi-Hazard Mitigation Plan as approved by the Federal Emergency Management Agency.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

CITY OF DEVILS LAKE

\_\_\_\_\_  
Spencer Halvorson  
City Administrator/Auditor

\_\_\_\_\_  
Jim Moe, President  
Devils Lake City Commission

The motion for the adoption of the foregoing resolution was duly made by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ and upon vote being

taken thereon, the following voted in favor: Commissioners \_\_\_\_\_, the following voted against the same: \_\_\_\_\_, and the following were absent: \_\_\_\_\_; whereupon said resolution was declared duly passed and was signed by the President of the City Commission and by the City Auditor.



**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**6-May-24**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
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**AIRPORT**

Benson County Farmer's Press	\$84.50
Bergstrom Electric	\$149,131.50
Gleason Construction	\$868,830.00
Inter Office	\$37,240.38
Klemestrud Plumbing	\$252,585.00
Lakota American	\$71.50
Mead & Hunt	\$108,759.43
Midco Business	\$242.52
Newby's Ace hardware	\$229.98
Scott's Tree Service	\$375.00

**CITY**

Advanced Counseling for Change	\$127.62
Altru	\$2,132.50
Amazon Capital Services	\$2,236.91
Arbor Day Foundation	\$25.00
AT & T	\$2,040.25
Baker & Taylor	\$1,295.40
Bergstrom Electric	\$136.80
Bismarck Hotel & Conference Center	\$205.30
Boy Scout Troop 31	\$250.00
Butler Machinery	\$11,421.62
Capital One-Walmart	\$529.82
Center Point Large Print	\$539.28
CHS-Devils Lake	\$50.00
CNH Industrial Accounts-High Plains Equipment	\$780.32
Corporate Technologies	\$10,023.01
Creative Impressions	\$559.00

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**6-May-24**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
Dakota Business Solutions	\$840.00
Dakota Implement-NAPA	\$1,944.25
Decorated Wearables	\$241.94
Devils Lake Regional Airport	\$14,718.92
DL Chamber of Commerce/Tourism	\$31,985.34
DL Journal-Subscriptions	\$116.00
Devils Lake Park Board	\$17,037.29
Electric Pump	\$11,951.00
Ferguson Enterprises-Pollardwater	\$662.03
Ferguson Waterworks	\$3,016.83
Galls	\$1,327.72
Gessner Ironworks	\$3,474.99
GF Fire Equipment	\$862.25
GF Fraternal Order of Police	\$273.00
Guy Callender	\$540.00
HACH Company	\$831.30
Harold's Auto Marine & Electric Motor	\$1,249.10
Hawkins	\$8,209.55
Interstate Billing Service-Ironhide Rquipment	\$1,067.59
JB Vending	\$40.48
Jetline Sales & Service	\$2,345.00
Just Get it Done	\$90.00
Keller's Briteway	\$26.00
Keywest Technology	\$358.56
Klemetsrud Plumbing	\$1,182.99
KLJ Engineering	\$3,161.95
Lakeside Surveillance Lock & Key	\$2,247.36
Lake Region Law Enforcement Center	\$12,101.77
Lake Region Public Library Foundation	\$266.69
LEAF	\$97.00
Midstates Wireless	\$9,930.12

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**6-May-24**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
Minnie H Express Car Wash	\$239.92
MDU	\$29.53
Nathan Bennett	\$339.00
NDACo Resources Group	\$1,662.50
Nodak Electric	\$11,301.31
ND Firefighters Association	\$86.16
ND Fraternal Order of Police	\$1,228.50
NDTC	\$5,823.96
Ottertail Power Company	\$20,694.05
Paul Poitra	\$40.00
Personnal Concepts	\$496.77
Pomp's Tire Service	\$2,710.70
PS Doors	\$2,599.44
Radwell International	\$1,169.90
Razor Tracking	\$75.00
Powerplan OIB-RDO Equipment	\$7,817.57
Sanitation Products	\$829.15
Service Tire	\$491.61
Spencer Halvorson	\$24.76
Steam Tech	\$2,089.48
SWS Credit Services	\$74.20
Tanya Weiler	\$1,000.00
The Glass Shop	\$297.07
Total Heating & Air	\$1,120.00
Usable Life	\$604.14
US Postmaster	\$3,600.00
WD Larson Co.-Allstate Peterbilt	\$4,763.83
Wang Law Office	\$60.00
Western Asphalt Products	5859.24
Xpress Bill Pay	\$397.99

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**6-May-24**

VENDOR	AMOUNT DUE
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TOTAL LIST OF BILLS	\$1,659,625.44
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