



Monday, May 20, 2024
5:30PM CST

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

Meeting Items

- 1) Approval of Minutes – April 15, 2024
- 2) BND Flex Pace Request – Crowbar Properties

Directly following JDA Meeting

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

Meeting Items

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Minutes – May 6, 2024

Awards and Proclamations

- 1) Hope Center 10th Anniversary Proclamation
- 2) Recommendation of Concurrence Award – 8th Ave SE, 10th Ave SE, 16th St SE, 17th St SE

Public Hearings – 5:30 PM

- 1) Devils Lake Planning Commission
 - a. Recommendation to Amend Chapter 17.56 of Devils Lake Municipal Code Zoning Regulations
- 2) Devils Lake Planning Commission
 - a. Recommendation to Make No Zoning Change

Bid Openings – 5:30 PM

- 1) N/A

Visitors or Delegations

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

- 1) N/A

Commission Portfolios

- 1) N/A

Old Business

- 1) N/A

Consent Agenda

- 1) N/A

New Business

- 1) Contract Attorney Services – Jason Saylor, Traynor Law Firm
- 2) Acknowledgement of Agreement – Devils Run
- 3) Signage – 2023-2024 Championships, Boys and Girls Basketball
- 4) Governance Structure of Devils Lake Regional Airport

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 Jobs Development Authority
April 15, 2024

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

Jason Pierce moved to approve the minutes of the regular Jobs Development Authority meeting held on March 18, 2024. The motion was seconded by Dale Robbins, and the motion carried unanimously.

Devils Lake Park District – Dockside Entertainment Center Update – Kale Stromme and Dennis Nybo gave an update on Dockside Entertainment. They communicated that they planned to open the week of May 13th. There is still some flooring, tile, and plumbing that needs to be completed, but other than that most everything else is complete. As of now, their hours are going to be 8am-9pm, 7 days a week. The City Administrator recommended approval for release of funds in the amount of \$25,000 for the sponsorship. Jason Pierce made a motion to approve the recommendation. Shane Hamre seconded the motion. The motion carried unanimously on a roll call vote.

FlexPace Interest Buydown Program Request – Golden Rule – Brad Barth, Executive Director for Forward Devils Lake, communicated that this interest buydown would be for up to \$100,000 over a period of 10 years. Todd Mears, owner of Golden Rule, communicated that they have stores in Rolla, Bottineau, and Wahpeton. Wahpeton will be closing on May 11th due to it needing more time than they could provide to that store. He mentioned that they are looking to purchase Gerrell's Sports Center and they do carry a lot of the same product that Gerrell's currently carries. He has two sons who eventually plan on taking over the business and there is one that plans to do the Devils Lake store. Him and his wife plan on being in the store 2-3 days a week and Kurt and Kevin plan on staying on for awhile to help with the transition. He mentioned how he would utilize the space in the building, what he all carries and the sizes, what their pricing is, and that they plan on transitioning on June 1st. The City Administrator communicated that Forward Devils Lake Board has reviewed the application and wanted to move forward with this. Shane Hamre made a motion to approve the interest buydown request for the Golden Rule. Rob Hach seconded the motion. The motion carried unanimously on a roll call vote.

RWIP Update – Mobile Career Exploration Classroom – Brad Barth, Executive Director for Forward Devils Lake, communicated that the mobile career exploration classroom finally has a job coach. He mentioned that Ann Pollart is a former recruiter for general equipment and supplies down in Fargo and she is

originally from this area. She worked for a company to help recruit employees and now she has a contract with RWIP. Brad mentioned that the are excited to get the van out and about and that the schools are excited to see what it brings to the region.

SPENCER HALVORSON
CITY ADMINISTRATOR/AUDITOR

JIM MOE
PRESIDENT OF CITY COMMISSION

**Forward Devils Lake/Devils JDA
BND FlexPACE Buydown Request**

May 20, 2024

Forward Devils Lake Board of Directors respectfully recommends that a Bank of North Dakota ND FlexPACE Community Buydown request of up to \$12,000 be provided to Crowbar Properties. This project will help the purchase of a 4th Street downtown building and continue our progress in keeping downtown Devils Lake a vibrant community attraction.

The buydown would occur over a 10 year period and then would be paid back over a 5 year period.





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Devils Lake, ND
58301

Business Proposal for Investment in Mixed-Use Property

Executive Summary

This proposal presents an investment opportunity for the acquisition and operation of a mixed-use property located at 313 4th Street NE, Devils Lake, ND. The property comprises two residential apartments on the upper level and a commercial space on the ground floor. Barend Christoffel Grobbelaar seeks to purchase this property with a strategic plan to enhance its value through selective remodeling and efficient management, targeting consistent rental income and long-term capital appreciation.

Investment Details

Property Address: 313 4th Street NE, Devils Lake, ND

Purchase Price: \$135,000

Down Payment: 20% (\$27,000)

Amount Financed: \$138,000 (including \$30,000 for remodeling)

Loan Term: 20 years at 6% interest

Monthly Mortgage Payment: Approximately \$988.67

Revenue Projections

Rental Income:

Apartments: \$1,400/month combined

Commercial Space: \$500/month

Total Monthly Rental Income: \$1,900

Annual Rental Income: \$22,800

Operating Expenses

Annual Taxes: \$800

City of Devils Lake Bill: \$917.72

MDU's Bill: \$2,117.49

Ottertail's Bill: \$2,988.17

Insurance: \$1,500

Total Annual Operating Expenses: \$8,323.38



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Financial Projections

Cash Flow Analysis

Net Operating Income (Before Debt Service): \$14,476.62/year

Annual Cash Flow (After Debt Service): \$2,612.58/year

5-Year Projections

Year 5 Property Value (3% annual appreciation): \$191,280.22

Year 5 Remaining Loan Balance: \$117,161.45

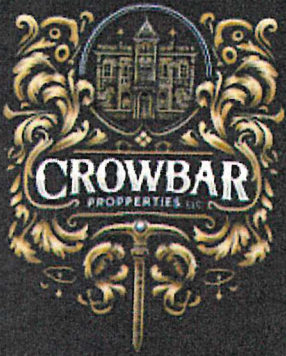
Conclusion

The proposed investment in 313 4th Street NE, Devils Lake, ND, represents a well-considered strategy to capitalize on the current real estate market, providing a solid return through rental income and potential property value appreciation. This proposal illustrates a detailed financial plan showcasing positive cash flow and a robust investment return profile.

By approving the financing request, North Start Community Credit Union and Bank of North Dakota will play a crucial role in realizing this promising real estate investment opportunity. We look forward to your favorable consideration and are ready to meet at your earliest convenience to discuss any further details or answer any questions you may have regarding this proposal.

Sincerely,

Chris Grobbelaar



313 4th STREET NE

One Bedroom Apartments

Laundry Facilities in the building

Downtown Devils Lake

Secure, clean and convenient

Walking distance from

- Mary Ann's Pizza
- Buffet House
- Old Main Café
- Leever's Foods
- Many More



Minutes of the Devils Lake City Commission
May 6, 2024

The regular meeting of the Devils Lake City Commission was held on May 6, 2024 with the following members present: President Moe, Dale Robbins, Jason Pierce, and Rob Hach.

Commissioner Hach moved to approve the minutes of the regular Commission meeting held on April 15, 2024. The motion was seconded by Commissioner Pierce, and the motion carried unanimously.

NDDOT Commemorative Coin Award – Traffic Safety – TF Rey Hennen – President Moe Presented Task Force Officer Rey Hennen with his NDDOT Commemorative Coin Award for Traffic Safety. Officer Hennen has demonstrated leadership in enforcement safety of traffic laws by issuing 448 traffic citations/arrests. Traffic enforcement statistics exhibit consistent and solid enforcement which has saved lives on North Dakota Roads. His traffic safety contributions consist of participating in occupant protection, impaired driving, and speed overtime enforcement. He also has a nonstop work ethic to put in as many hours as possible to enforce laws.

Devils Lake Police Department Appreciation – Officer Darin Rixen – President Moe presented Officer Darin Rixen with his Devils Lake Police Department Appreciation award. Officer Rixen has benefited the agency and its officers through his on-duty and off-duty donated contributions, including serving multiple roles as a senior officer and helping revamp the agency lab, conference room, and patrol sergeant's office.

Life Saving – Sergeant Andrew Johnson, Officer Damond Brokke, & Officer Amber Scheen – President Moe presented Sergeant Andrew Johnson, Officer Damond Brokke, & Officer Amber Scheen with their Life Saving Award. Officer Amber Scheen responded to a call on 12/27/2023 for an approximately 60-year-old man who collapsed after playing basketball. She correctly attached the AED pads, administered the AED, and then began CPR. The male started to breathe on his own before ambulance personnel arrived.

Sergeant Andrew Johnson, Officer John Mickelson (Currently with WF PD), and Officer Damond Brokke responded to a call on 09/09/2023 at a local restaurant to a 60-year-old female who was choking and completely blue and nonresponsive. Officers conducted chest compressions and cleared the airway. Her pulse was restored.

Wade Sharbono – 20 years – President Moe thanked Wade Sharbono for his 20 years at the City of Devils Lake.

2024 Arbor Day Proclamation – President Moe read through the 2024 Arbor Day Proclamation and proclaimed May 17, 2024 as Arbor Day.

Lake Region Ambulance Service – Sean Roed communicated that the Lake Region Ambulance Service is out of money and that the board of directors did not want to ask the taxpayers for money at this time. There are only a couple of ambulance services that are not in this situation, but they are also owned by hospitals. He communicated that the reimbursement rate being allocated by insurance companies is the reason that they are not receiving the funds from billing. He mentioned that they are asking for a signed guarantee on a short-term loan for roughly \$100,000 (\$50,000 from City and \$50,000 from County). He mentioned that if a surrounding area closes their ambulance service, he has to pick them up. He communicated that there are five that will be closing in the near future. Each mill is worth \$71,000 and they are going for roughly \$600,000. If they are not able to secure a loan, they will have to close their doors due to not having the funds to remain open. The counties they cover are Ramsey, Benson, Towner, Eddy, Nelson, and Cavalier. The \$100,000 will cover them until the end of July and if the tax district passes, they will be able to secure a long-term loan. Commissioner Pierce made a motion to cosign with the county with the obligations to be determined. Commissioner Robbins seconded the motion. The motion carried unanimously on a roll call vote.

Safe Alternatives for Abused Families – Rob Johnson and Melandie Deplazes gave an update on Safe Alternatives for Abused Families. Rob communicated that Eventide has gifted them one of their properties that has been closed. They will move all SAAF's and Domestic Violence shelters over there. They are hoping to take control of the property by June 1. There are a lot of things that need to be done on the campus, so they will be working on how they can get everything done. SAAF is not interested in administering a detox center, but they would be able to provide space for that type of service if there was interest. Melandie communicated that they will still have the same programs. They will also continue doing offender treatment classes for men and women and supervised visitations and exchanges. Commissioner Robbins made a motion to release the funds that were set aside last year (\$5,000). Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

Commissioner Hach – The City Engineer communicated that the Sanitation Department is working on spring cleanup. The City Assessor communicated that people who live on Walnut St E and Hwy 2 will be getting assessment letters within the next couple of weeks.

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

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

Commissioner Pierce – The Fire Chief communicated that they he spoke with an ARFF Specialist, and the best course of action will be for the Fire Department to take over the ARFF Mission on September 1, 2024. This will give the department enough time to get the airport specific training completed and prepare for the ARFF Certification courses that will be coming in late August. He also mentioned that the department would like to start advertising for the new FTE as soon as possible.

The Police Chief communicated that they are looking for a new Captain. He also mentioned that they are doing a click it or ticket campaign until June.

The City Administrator communicated that they received a proposal for city attorney services.

The City Attorney communicated that he has been working with the Police Chief on a couple of ordinances.

President Moe communicated that our community has a lot of need, and he has met with Suzie Kenner at the Devils Lake Chamber and the City Administrator. Suzie has stepped up to help organize meetings so they can discuss how to better help the community with its needs.

Reject Bid – 2024 Asphalt and Concrete – The City Engineer communicated that this bid came in more than double the low bid received last year. Commissioner Robbins made a motion to approve the recommendation to reject the bid and call for bids again. Commissioner Pierce seconded the motion, and the motion carried unanimously.

Recommend Award – 2024 Curb, Gutter, and Sidewalk – Commissioner Hach made a motion to award the bid to Elshaug Concrete Construction in the amount of \$58,406 for 2024 Curb, Gutter and Sidewalk. Commissioner Pierce seconded the motion, and the motion carried unanimously.

Recommend Award – City Project 240102 St Imp District 80-24 – Commissioner Robbins made a motion to award the bid to Mayo Construction in the amount of \$1,775,424.75. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

Irrevocable Standby Letter of Credit – USDA/Nodak Rural Economic Development Loan (Dockside Entertainment Center) – The City Administrator

communicated that the park district received a \$2 million loan, no interest. Nodak is requiring that there is an irrevocable standby letter of credit, stating that the City of Devils Lake will make the payment if for some reason that Park District cannot. The yearly payment for this loan is \$210,000. Commissioner Robbins made a motion to approve the irrevocable standby line of credit. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

Agreement for Installation, Operation, and Maintenance of Exterior Security Cameras for Downtown Surveillance – The City Engineer communicated that the Lake Region Heritage Center was looking to install security cameras for their own reasons, and it just happened to be in an area that the City would like to cover as well. The attached agreement outlines the cost share, maintenance, and access related to a camera system. Commissioner Pierce made a motion to approve the agreement for downtown surveillance. Commissioner Robbins seconded the motion. The motion carried unanimously on a roll call vote.

Recommendation of Cost Participation, Construction and Maintenance Agreement – 8th Ave SE, 10th Ave SE, 16th St SE, 17th St SE – The City Engineer communicated that we are utilizing some federal aid funds for this project. Commissioner Robbins made a motion to approve the recommendation. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

Recommend Acceptance of Outlot – Sletteland Property – The City Engineer communicated that this land should have been in the City's name for the past 50+ years, but they could not find any documentation supporting that. They worked with the property owner, and he agreed to provide a warranty deed for the property required for the current ditch. Commissioner Robbins made a motion to approve the recommendation. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

Lease of Property – Neil and Roberta Ackerman – The City Engineer communicated that this is a renewal of a cash rent agreement for property acquired for the flood protection project in 2011. Commissioner Hach made a motion to approve the lease agreement. Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote.

Budget Amendment 24-02 – SCADA System Upgrade – The City Administrator communicated that this is coming in the form of a budget amendment due to it not being included in the capital improvement plan/equipment plan. The City Engineer communicated that the SCADA system was installed with the water treatment plant construction that was completed 13 years ago. They plan to go with a more cloud-based system, so they are working with AE2S to make the

change. Commissioner Robbins made a motion to approve the agreement as presented. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

Recommendation to Approve Lease of Property – Dennis Riggan DBA Coyote Flats Golf Center – The City Engineer communicated that 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 Coyote Flats Golf Center. The lease agreement is a three-year lease agreement in the amount of \$100/year for the lease, with payments due annually. Commissioner Pierce made a motion to approve the lease agreement. Commissioner Robbins seconded the motion. The motion carried unanimously on a roll call vote.

Resolution – Adoption of Multi-Hazard Mitigation Plan – Commissioner Robbins made a motion to approve the resolution. Commissioner Hach 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

City of Devils Lake, North Dakota
HOPE CENTER 10TH ANNIVERSARY PROCLAMATION

WHEREAS, when Federal budget cuts threatened to eliminate the only food pantry in Devils Lake, ten years ago, a few concerned individuals got together and decided to change the story, and

WHEREAS, a Planning Committee was formed with a mission of finding 20 Founding Supporters who believed in the vision of the Hope Center and would pledge \$200 in monthly support for 3 years. It took 5 months, but a mix of churches, businesses, and families stepped forward to fill the need and make the Hope Center a reality, and

WHEREAS, with monthly support pledged, the Planning Committee was able to procure the former Eagles Building in downtown Devils Lake on Saturday July 20, 2013, and the dream became action with the first food distribution in January 2014, and

WHEREAS, The Mission of the Hope Center is to demonstrate Christ's Love by helping meet the nutritional, emotional, spiritual, and shelter needs of others, and

WHEREAS, through regular food distributions and special programs, the Hope Center has been meeting needs and impacting hunger in the Lake Region for the past ten years, and

WHEREAS, June 6 is designated National Hunger Awareness Day, and

WHEREAS, on June 6, 2024, from 4:00-6:00 p.m., the Hope Center will host events to celebrate its Tenth Anniversary of service to the City of Devils Lake and to the citizens of Ramsey County: ***“Serving Hope, Sharing Love: 10 Years of Making a Difference.”***

NOW, THEREFORE, I, Mayor James Moe, do hereby proclaim **Thursday, June 6, 2024**, to be: **HOPE CENTER HUNGER AWARENESS DAY**.

As Mayor, I urge the citizens of Devils Lake, North Dakota, to recognize the full value of the contribution made by the Hope Center in combatting hunger in our community, and further encourage individuals, churches, organizations, and businesses to continue to support the essential mission and work of the Hope Center.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of The City of Devils Lake, North Dakota to be affixed.

Signature _____

Date _____

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: May 16, 2024

Re: Recommendation of Award
SU-CPU-3-982(040) PCN 23179 – 8th Ave SE, 10th Ave SE, 16th St SE, 17th St SE

Bids were opened by the ND Department of Transportation (NDDOT) for the above project on May 10, 2024. Two bids were received as shown on the attached Bid Tab. Both bids were below the Engineer's Estimate.

I recommend the City Commission concur with the NDDOT in awarding the bid to Gowan Construction in the amount of \$2,270,837.80.

Project Number: 240101
 Project Location: Stromquist - 16th St SE, 17th St SE, 8th Ave SE, 10th Ave SE
 Work Description: Full Depth Repair, HMA Overlay and Curb & Gutter
 Assessment District: -



BID TAB

Federal Funds

Spec	Code	Item Description	Unit	Quantity	Engineer's Estimate		Gowan Construction		Strata Corporation	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
103	0100	CONTRACT BOND	L SUM	0.700	\$26,000.00	\$18,200.00	\$14,100.00	\$9,870.00	\$ 12,235.00	\$8,564.50
201	0330	CLEARING & GRUBBING	L SUM	0.700	\$6,000.00	\$4,200.00	\$12,330.00	\$8,631.00	\$ 7,500.00	\$5,250.00
201	0370	REMOVAL OF TREES 10IN	EA	1.000	\$950.00	\$950.00	\$2,000.00	\$2,000.00	\$ 1,200.00	\$1,200.00
202	0128	REMOVE AGGREGATE BASE	TON	1,628.000	\$15.00	\$24,420.00	\$7.00	\$11,396.00	\$ 18.00	\$29,304.00
202	0130	REMOVAL OF CURB & GUTTER	LF	7.000	\$20.00	\$140.00	\$10.00	\$70.00	\$ 100.00	\$700.00
202	0132	REMOVAL OF BITUMINOUS SURFACING	SY	96.000	\$50.00	\$4,800.00	\$11.15	\$1,070.40	\$ 58.00	\$5,568.00
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	31.000	\$30.00	\$930.00	\$48.00	\$1,488.00	\$ 40.00	\$1,240.00
203	0101	COMMON EXCAVATION-TYPE A	CY	1,278.000	\$20.00	\$25,560.00	\$14.00	\$17,892.00	\$ 15.00	\$19,170.00
203	0109	TOPSOIL	CY	454.000	\$20.00	\$9,080.00	\$7.00	\$3,178.00	\$ 22.00	\$9,988.00
203	0119	TOPSOIL-IMPORTED	CY	287.000	\$30.00	\$8,610.00	\$26.00	\$7,462.00	\$ 48.00	\$13,776.00
203	0138	COMMON EXCAVATION-SUBCUT	CY	231.000	\$20.00	\$4,620.00	\$14.00	\$3,234.00	\$ 25.00	\$5,775.00
203	0238	SUBCUT AGGREGATE	CY	231.000	\$30.00	\$6,930.00	\$38.50	\$8,893.50	\$ 72.00	\$16,632.00
216	0100	WATER	M GAL	420.000	\$25.00	\$10,500.00	\$38.00	\$15,960.00	\$ 15.00	\$6,300.00
230	0125	SHOULDER PREPARATION	MILE	0.700	\$1,000.00	\$700.00	\$1,100.00	\$770.00	\$ 6,500.00	\$4,550.00
230	0300	SUBGRADE PREPARATION-TYPE A	STA	18.800	\$1,500.00	\$28,200.00	\$525.00	\$9,870.00	\$ 1,250.00	\$23,500.00
251	0200	SEEDING CLASS II	ACRE	0.720	\$6,000.00	\$4,320.00	\$9,180.00	\$6,609.60	\$ 600.00	\$432.00
253	0201	HYDRAULIC MULCH	ACRE	0.720	\$6,000.00	\$4,320.00	\$9,180.00	\$6,609.60	\$ 4,000.00	\$2,880.00
261	0112	FIBER ROLLS 12IN	LF	2,203.000	\$4.00	\$8,812.00	\$3.25	\$7,159.75	\$ 3.60	\$7,930.80
302	0100	SALVAGED BASE COURSE	TON	6,635.000	\$35.00	\$232,225.00	\$19.35	\$128,387.25	\$ 32.00	\$212,320.00
302	0407	RESHAPE AGGREGATE BASE COURSE	STA	60.200	\$650.00	\$39,130.00	\$510.00	\$30,702.00	\$ 285.00	\$17,157.00
430	0043	SUPERPAVE FAA 43	TON	6,165.000	\$120.00	\$739,800.00	\$87.50	\$539,437.50	\$ 81.00	\$499,365.00
430	1000	CORED SAMPLE	EA	48.000	\$30.00	\$1,440.00	\$59.40	\$2,851.20	\$ 100.00	\$4,800.00
430	5803	PG 58S-28 ASPHALT CEMENT	TON	370.000	\$900.00	\$333,000.00	\$550.80	\$203,796.00	\$ 646.00	\$239,020.00
702	0100	MOBILIZATION	L SUM	0.700	\$270,000.00	\$189,000.00	\$274,000.00	\$191,800.00	\$ 284,000.00	\$198,800.00
704	1000	TRAFFIC CONTROL SIGNS	UNIT	569.000	\$2.50	\$1,422.50	\$1.10	\$625.90	\$ 2.50	\$1,422.50
704	1052	TYPE III BARRICADE	EA	12.000	\$100.00	\$1,200.00	\$108.00	\$1,296.00	\$ 100.00	\$1,200.00
704	1067	TUBULAR MARKERS	EA	106.000	\$8.00	\$848.00	\$3.25	\$344.50	\$ 5.00	\$530.00
706	0550	BITUMINOUS LABORATORY	EA	0.700	\$5,000.00	\$3,500.00	\$4,860.00	\$3,402.00	\$ 3,000.00	\$2,100.00
706	0600	CONTRACTOR'S LABORATORY	EA	0.700	\$5,000.00	\$3,500.00	\$4,860.00	\$3,402.00	\$ 3,000.00	\$2,100.00
708	1540	INLET PROTECTION-SPECIAL	EA	2.000	\$350.00	\$700.00	\$135.00	\$270.00	\$ 250.00	\$500.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	EA	2.000	\$50.00	\$100.00	\$32.50	\$65.00	\$ 100.00	\$200.00
709	0151	GEOSYNTHETIC MATERIAL TYPE R1	SY	7,668.000	\$3.00	\$23,004.00	\$3.75	\$28,755.00	\$ 3.65	\$27,988.20
714	0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	52.000	\$225.00	\$11,700.00	\$96.80	\$5,033.60	\$ 88.00	\$4,576.00
714	0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	178.000	\$275.00	\$48,950.00	\$101.20	\$18,013.60	\$ 92.00	\$16,376.00
722	0110	MANHOLE 60IN	EA	1.000	\$12,000.00	\$12,000.00	\$5,400.00	\$5,400.00	\$ 5,500.00	\$5,500.00
722	1110	MANHOLE RISER 60IN	LF	3.200	\$750.00	\$2,400.00	\$918.00	\$2,937.60	\$ 850.00	\$2,720.00
722	3460	CASTING INLET-TYPE 2	EA	2.000	\$1,000.00	\$2,000.00	\$1,350.00	\$2,700.00	\$ 2,850.00	\$5,700.00
722	4005	INLET CATCH BASIN	EA	1.000	\$4,000.00	\$4,000.00	\$5,940.00	\$5,940.00	\$ 5,500.00	\$5,500.00
722	6140	ADJUST GATE VALVE BOX	EA	10.000	\$750.00	\$7,500.00	\$528.00	\$5,280.00	\$ 950.00	\$9,500.00
722	6200	ADJUST MANHOLE	EA	8.000	\$1,500.00	\$12,000.00	\$790.00	\$6,320.00	\$ 1,800.00	\$14,400.00
748	0140	CURB & GUTTER-TYPE I	LF	3,512.000	\$50.00	\$175,600.00	\$42.55	\$149,435.60	\$ 49.00	\$172,088.00
748	1000	VALLEY GUTTER 36IN	LF	48.000	\$110.00	\$5,280.00	\$135.45	\$6,501.60	\$ 90.00	\$4,320.00
748	1030	VALLEY GUTTER 72IN	SY	24.000	\$180.00	\$4,320.00	\$200.00	\$4,800.00	\$ 265.00	\$6,360.00
750	1000	DRIVEWAY CONCRETE	SY	325.000	\$150.00	\$48,750.00	\$127.45	\$41,421.25	\$ 185.00	\$60,125.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEET	SF	40.000	\$25.00	\$1,000.00	\$29.15	\$1,166.00	\$ 23.00	\$920.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEET	SF	60.000	\$30.00	\$1,800.00	\$25.95	\$1,557.00	\$ 22.00	\$1,320.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORA	LF	173.000	\$20.00	\$3,460.00	\$23.75	\$4,108.75	\$ 15.00	\$2,595.00
766	0120	RESET MAILBOX	EA	12.000	\$600.00	\$7,200.00	\$205.20	\$2,462.40	\$ 250.00	\$3,000.00
970	0001	LANDSCAPING APPURTENANCES	L SUM	1.000	\$9,000.00	\$9,000.00	\$2,700.00	\$2,700.00	\$ 1,500.00	\$1,500.00
					SUBTOTAL:	\$2,091,121.50	TOTAL:	\$1,523,075.60	TOTAL:	\$1,686,763.00

Non-Federal Funds

Spec	Code	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
103	0100	CONTRACT BOND	L SUM	0.300	\$26,000.00	\$7,800.00	\$14,100.00	\$4,230.00	\$ 12,235.00	\$3,670.50
201	0330	CLEARING & GRUBBING	L SUM	0.300	\$6,000.00	\$1,800.00	\$12,330.00	\$3,699.00	\$ 7,500.00	\$2,250.00
201	0380	REMOVAL OF TREES 18IN	EA	1.000	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$ 1,800.00	\$1,800.00
202	0128	REMOVE AGGREGATE BASE	TON	557.000	\$15.00	\$8,355.00	\$7.00	\$3,899.00	\$ 18.00	\$10,026.00
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	452.000	\$30.00	\$13,560.00	\$48.00	\$21,696.00	\$ 40.00	\$18,080.00
203	0101	COMMON EXCAVATION-TYPE A	CY	296.000	\$20.00	\$5,920.00	\$14.00	\$4,144.00	\$ 15.00	\$4,440.00
203	0109	TOPSOIL	CY	1,255.000	\$20.00	\$25,100.00	\$7.00	\$8,785.00	\$ 22.00	\$27,610.00
203	0119	TOPSOIL-IMPORTED	CY	100.000	\$30.00	\$3,000.00	\$26.00	\$2,600.00	\$ 48.00	\$4,800.00
203	0140	BORROW-EXCAVATION	CY	1,257.000	\$30.00	\$37,710.00	\$15.50	\$19,483.50	\$ 28.00	\$35,196.00
216	0100	WATER	M GAL	330.000	\$25.00	\$8,250.00	\$38.00	\$12,540.00	\$ 15.00	\$4,950.00
230	0300	SUBGRADE PREPARATION-TYPE A	STA	8.800	\$1,500.00	\$13,200.00	\$525.00	\$4,620.00	\$ 1,250.00	\$11,000.00
251	0200	SEEDING CLASS II	ACRE	1.480	\$6,000.00	\$8,880.00	\$9,180.00	\$13,586.40	\$ 600.00	\$888.00
253	0201	HYDRAULIC MULCH	ACRE	1.480	\$6,000.00	\$8,880.00	\$9,180.00	\$13,586.40	\$ 4,000.00	\$5,920.00
261	0112	FIBER ROLLS 12IN	LF	672.000	\$4.00	\$2,688.00	\$3.25	\$2,184.00	\$ 3.60	\$2,419.20
302	0100	SALVAGED BASE COURSE	TON	1,973.000	\$35.00	\$69,055.00	\$19.35	\$38,177.55	\$ 32.00	\$63,136.00
302	0407	RESHAPE AGGREGATE BASE COURSE	STA	13.000	\$650.00	\$8,450.00	\$510.00	\$6,630.00	\$ 285.00	\$3,705.00
430	0043	SUPERPAVE FAA 43	TON	1,558.000	\$120.00	\$186,960.00	\$87.50	\$136,325.00	\$ 81.00	\$126,198.00
430	1000	CORED SAMPLE	EA	18.000	\$30.00	\$540.00	\$59.40	\$1,069.20	\$ 100.00	\$1,800.00
430	5803	PG 58S-28 ASPHALT CEMENT	TON	94.000	\$900.00	\$84,600.00	\$550.80	\$51,775.20	\$ 646.00	\$60,724.00
702	0100	MOBILIZATION	L SUM	0.300	\$270,000.00	\$81,000.00	\$274,000.00	\$82,200.00	\$ 284,000.00	\$85,200.00
706	0550	BITUMINOUS LABORATORY	EA	0.300	\$5,000.00	\$1,500.00	\$4,860.00	\$1,458.00	\$ 3,000.00	\$900.00
706	0600	CONTRACTOR'S LABORATORY	EA	0.300	\$5,000.00	\$1,500.00	\$4,860.00	\$1,458.00	\$ 3,000.00	\$900.00
708	1540	INLET PROTECTION-SPECIAL	EA	1.000	\$350.00	\$350.00	\$135.00	\$135.00	\$ 250.00	\$250.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	EA	1.000	\$50.00	\$50.00	\$32.50	\$32.50	\$ 100.00	\$100.00
709	0151	GEOSYNTHETIC MATERIAL TYPE R1	SY	2,500.000	\$3.00	\$7,500.00	\$3.75	\$9,375.00	\$ 3.65	\$9,125.00
714	0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	180.000	\$275.00	\$49,500.00	\$101.20	\$18,216.00	\$ 92.00	\$16,560.00
714	5000	PIPE CORR STEEL .064IN 12IN	LF	12.000	\$100.00	\$1,200.00	\$159.30	\$1,911.60	\$ 400.00	\$4,800.00
722	3520	INLET-TYPE 2 DOUBLE	EA	1.000	\$12,000.00	\$12,000.00	\$12,960.00	\$12,960.00	\$ 13,000.00	\$13,000.00
722	4108	INLET SPECIAL CATCH BASIN 48IN	EA	1.000	\$10,000.00	\$10,000.00	\$7,560.00	\$7,560.00	\$ 7,500.00	\$7,500.00
722	6140	ADJUST GATE VALVE BOX	EA	5.000	\$750.00	\$3,750.00	\$528.00	\$2,640.00	\$ 950.00	\$4,750.00
722	6200	ADJUST MANHOLE	EA	5.000	\$1,500.00	\$7,500.00	\$790.00	\$3,950.00	\$ 1,800.00	\$9,000.00
722	6240	ADJUST UTILITY APPURTENANCE	EA	8.000	\$750.00	\$6,000.00	\$750.00	\$6,000.00	\$ 850.00	\$6,800.00
748	0140	CURB & GUTTER-TYPE I	LF	3,651.000	\$50.00	\$182,550.00	\$42.55	\$155,350.05	\$ 49.00	\$178,899.00
748	1000	VALLEY GUTTER 36IN	LF	94.000	\$110.00	\$10,340.00	\$135.45	\$12,732.30	\$ 90.00	\$8,460.00
750	1000	DRIVEWAY CONCRETE	SY	605.000	\$150.00	\$90,750.00	\$127.45	\$77,107.25	\$ 185.00	\$111,925.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEET	SF	11.000	\$25.00	\$275.00	\$29.15	\$320.65	\$ 23.00	\$253.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEET	SF	13.000	\$30.00	\$390.00	\$25.95	\$337.35	\$ 22.00	\$286.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORA'	LF	31.000	\$20.00	\$620.00	\$23.75	\$736.25	\$ 15.00	\$465.00
766	0120	RESET MAILBOX	EA	10.000	\$600.00	\$6,000.00	\$205.20	\$2,052.00	\$ 250.00	\$2,500.00
					SUBTOTAL:	\$969,523.00	TOTAL:	\$747,762.20	TOTAL:	\$850,285.70
					TOTAL:	\$3,060,644.50	TOTAL:	\$2,270,837.80	TOTAL:	\$2,537,048.70

Notice of Public Hearing

The Devils Lake Planning Commission will hold a public hearing on May 16, 2024, 7:00 am, City Office, 423 6th St NE, Devils Lake, ND, to review two requests: 1) allow temporary storage containers as a permitted use in heavy industrial zoning, and 2) proposed change of zoning from highway commercial to neighborhood commercial for an area adjacent to 4th Ave SE between 4th St and 8th St. If special accommodations are needed, please contact city office.

Maps relating to the request are on file in the office of the City Engineer and may be viewed during regular working hours.

for legals: 5-9-24

Notice of Public Hearing

The Devils Lake City Commission will hold a public hearing on May 20, 2024, 5:30 pm, City Office, 423 6th St NE, Devils Lake, ND, to review two requests: 1) allow temporary storage containers as a permitted use in heavy industrial zoning, and 2) proposed change of zoning from highway commercial to neighborhood commercial for an area adjacent to 4th Ave SE between 4th St and 8th St. If special accommodations are needed, please contact city office.

Maps relating to the request are on file in the office of the City Engineer and may be viewed during regular working hours.

for legals: 5-9-24, 5-16-24



Date: May 16, 2024

To: President Moe and City Commissioners

From: Devils Lake Planning Commission *plc*

Re: Recommended Zoning Changes

The Devils Lake Planning Commission took action at their May 16, 2024 meeting to recommend amending Chapter 17.56 of the Devils Lake Municipal Code zoning regulations to allow temporary storage containers in heavy industrial zoning, contingent on meeting approval of the building department.

Amending zoning regulations requires an Ordinance be approved by the City Commission. It is anticipated the 1st reading of that Ordinance will be at the June 3, 2024 City Commission meeting.

Notice of Public Hearing

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Maps relating to the request are on file in the office of the City Engineer and may be viewed during regular working hours.

for legals: 5-9-24, 5-16-24



Date: May 16, 2024

To: President Moe and City Commissioners

From: Devils Lake Planning Commission *hc*

Re: Recommended Zoning Changes

The Devils Lake Planning Commission took action at their May 16, 2024 meeting to recommend no change be made to the current zoning in the area located on each side of 5th Ave SE between 4th St and 8th St.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of May, 2024, by and between the **City of Devils Lake**, a municipal corporation, which has an address of PO Box 1048, Devils Lake, ND 58301, party of the first part, referred to herein as “the City,” and **Traynor Law Firm, PC**, which has an address of 509 5th St NE, Suite 1, PO Box 838, Devils Lake, ND 58301, party of the second part, referred to herein as “Attorney.”

It is hereby agreed by and between the parties as follows:

1. The ordinances of the City provide that the Mayor, with the approval of the City Commission, is to appoint various officers of the City, which include the City Attorney. Duties of the City Attorney are set out in Section 2.12.050 of the Devils Lake Municipal Code.

2. The City has appointed Attorney as its City Attorney for a term of two years. The parties wish to formalize that appointment by entering into a written agreement. The City desires to appoint Attorney as its City Attorney, and Attorney is agreeable to appointment as the City Attorney. This appointment is subject to the terms and provisions set out in this agreement.

3. The City agrees to pay the Attorney a monthly retainer to be set on an annual basis by the Devils Lake City Commission. The amount of the retainer is \$110,000 per year, which equates to \$9,166.67 per month. The retainer may be reviewed by the City and the Attorney during the term of this Agreement to determine if the amount of the retainer is appropriate given the volume of legal services provided to the City by the Attorney and, if necessary, to adjust the amount of the retainer. This retainer is intended to cover the following legal services:

- a. General advice of the Attorney given by phone, email, or letter;
- b. Review of contracts or agreements and provide opinions or comments, whether by phone, email, or letter;
- c. Attending meetings of the City Commission;

- d. Attending meetings of the Planning Commission;
 - e. Attending meetings of other boards or committees of the City, when requested;
 - f. The drafting of ordinances;
 - g. The drafting of resolutions;
 - h. The drafting of agreements;
 - i. The drafting of deeds;
 - j. The drafting of other miscellaneous documents;
 - k. Providing opinions whether written, oral, or by email;
 - l. Representing the City in legal proceedings and providing any other legal services to the City in matters regarding or related to nuisances, blighted structures, and similar civil matters;
 - m. Representing the City in any legal proceedings in district court; and
 - n. Any other legal services agreed upon between the parties.
4. The following legal services are not included in the retainer:
- a. Any legal services which would be considered a “special project.” A matter which would be a “special project” is one that would involve extra time on the part of the Attorney.

5. Any legal services provided by the Attorney and not included in the retainer in this agreement will be at a reduced rate, which rate will be two-thirds ($\frac{2}{3}$) of the normal billing rate of the Attorney. The reduced rate, being two-thirds ($\frac{2}{3}$) of the normal billing rate of the Attorney, is currently set at \$200 per hour, and said reduced rate shall not increase during the term of this Agreement.

6. The City agrees to reimburse the Attorney for all expenses incurred by the Attorney relating to the business of the City, which includes expenses for telephone, photocopying, facsimiles, postage, and mileage.

7. The Attorney agrees to provide the City with monthly billings for services rendered by the Attorney on behalf of the City which are not included in the retainer. The billings will be itemized. It is the anticipation of the Attorney that the billings will be paid on a timely basis.

8. It is understood and agreed that if attorney Jason P. Sayler is unable to attend to the legal matters on behalf of the City, any other member of Traynor Law Firm, PC, may provide those services.

9. The Attorney does not guarantee that all efforts on behalf of the City will be successful; however, the Attorney does agree to use his best efforts in obtaining results on behalf of the City.

10. This agreement may be terminated by either party providing thirty (30) days written notice to the other.

11. This agreement constitutes the entire agreement made and entered into between these parties. Any term or provision not included in this agreement is a term or provision which has not been agreed to between these parties.

12. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

13. The parties agree that time is of the essence in the performance of each and every term and provision of this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

CITY OF DEVILS LAKE, Party of the First Part

By: _____
Jim Moe
Its: President, Devils Lake City Commission

Attested to:

By: _____
Spencer Halvorson
City Administrator

TRAYNOR LAW FIRM, PC, Party of the Second Part

By: _____
Jason P. Sayler
Its: President

**North Dakota Department of Transportation
AGREEMENT FOR TEMPORARY HIGHWAY CLOSURE**

In consideration of the mutual covenants contained herein, it is hereby agreed by and between the North Dakota Department of Transportation (NDDOT), whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Devils Lake, whose address is 423 6th Street NE, as follows:

1. NDDOT hereby grants consent to the City to close ND19 (Jct. US2 to ND20) from 6:00 AM on June 1, 2024, to 3:00 PM on June 2, 2024.
2. The attached Risk Management Appendix is hereby incorporated and made a part of this agreement.
3. The City will obey and enforce all federal, state, and local laws.
4. The City shall set up a proper, adequate and safe detour. The City shall be solely responsible for planning, constructing, maintaining, policing, and tearing down the detour. All signing required for the detour must meet the requirements of the Manual on Uniform Traffic Control Devices. The City agrees to inspect those portions of the highway to be used for activities associated with the highway closure.
5. The City acknowledges that the NDDOT has no duty to and will not provide for the supervision of activities associated with the highway closure.
6. The City shall return the segment of ND19 to substantially the same condition it was in prior to the detour of June 1 - June 2, 2024.
7. 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 City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.
8. The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the parties.
9. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
10. NDDOT reserves the right to terminate this agreement, with or without cause, upon written notice.



EXECUTED the date last below signed.

APPROVED:

Jack Yunker
CITY ATTORNEY (TYPE OR PRINT)

[Signature]
SIGNATURE

02/05/24
DATE

City of Devils Lake

Jim Moe
NAME (TYPE OR PRINT)

[Signature]
SIGNATURE

*

TITLE

02/05/24
DATE

ATTEST:

Spencer Halvorson
CITY AUDITOR (TYPE OR PRINT)

Spencer Halvorson
SIGNATURE

02/12/24
DATE

*Mayor or President City Commission

ATTORNEY GENERAL
APPROVED as to Execution

Ronald Henke
DIRECTOR (TYPE OR PRINT)

[Signature]
SIGNATURE

03/11/24
DATE

Special Asst Attorney General

Clint Morgenstern

02/27/24

APPROVED as to substance by:

Wyatt Hanson
DISTRICT ENGINEER (TYPE OR PRINT)

Wyatt Hanson
SIGNATURE

02/27/24
DATE

CLA 1069 (Div. 70)
L.D. Approved 5-16-08, 5-10



City of Devils Lake
423 6th St NE
PO Box 1048
Devils Lake, ND 58301
701.662.7600
www.dvlnd.com

To: City Commissioners
From: Devin Gathman
CC: Spencer Halvorson
Date: May 16, 2024
Re: DLHS Championship Recognition Signage

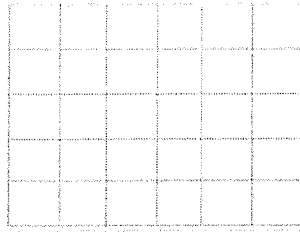
Representatives from Devils Lake Public Schools, Devils Lake City Commission and Devils Lake City Offices met to discuss signage options to recognize the 2024 State Champion High School Boy's and Girl's Basketball teams. Two options were discussed, rental of billboards along the Hwy 2 corridor for a short-term duration or a permanent sign located along the roadway along Hwy 2 that meets the aesthetics of the "Welcome to Devils Lake" signs.

To provide a permanent sign that is large enough, adaptable, and high-quality would cost between \$50,000 - \$75,000 in addition to potential future costs for alterations to the signs for any future champions to be recognized. As a more cost-effective option, Newman Signs was asked to provide different options and pricing for billboard rentals around Devils Lake. Of the options provided by Newman Signs, a 6-month rental of one 14' x 24' billboard along Hwy 2 east of Devils Lake and one 14' x 24' billboard along Hwy 2 west of Devils Lake best fits the goals of the proposed signage.

The cost for the two billboards for 6 months will be **\$9,975** or \$831.25/month/sign and will likely be installed in June or July of this year, if approved. This 6-month timeframe will work well with the peak summer traffic and lead right up to the start of a new basketball season. Artwork for the signs will be provided by Newman Signs with the option of each sign being the same design or having two separate designs. The artwork will likely include team photos, logos, and a congratulations message. Work will begin on the artwork and signage preparation if/when the billboards are approved to be installed.

BUDGET AMENDMENT 24-03

Purpose	Department/Fund	Description	Expense/Revenue	GL CODE	Original Line Item	Proposed	Change
2024 Boys and Girls Basketball Billboard	General	Advertising and Promotion	Expense	1000.225.43720	\$ 5,000	\$ 15,000	\$ 10,000



P.O. Box 1728
Jamestown, North Dakota 58402
1606 6th Ave SW

Jamestown, North Dakota 58401
Phone: (701) 252-1970
Fax: (701)252-7325

Booking Report #: BLT0003482

ADVERTISER City of Devils Lake

CUSTOMER # CIT-02-009

ADDRESS 423 6th St NE Devils Lake ND, 58301

TELEPHONE 7016627600

FAX _____

SALES REP Laura Endres

EMAIL _____

The undersigned authorizes and directs Newman Signs, Inc., d/b/a Newman Outdoor Advertising, to execute this agreement showing listed below in accordance with the terms and conditions on the reverse of this contract, and, as necessary, to furnish posters in the quantity and at the price stated herein.

MARKET(S)	QTY	MONTHLY RATE PER PANEL	Agency %	NO. OF MONTHS	Start/End Date
4186-E Edge Devils Lake-	1	\$831.25	0.00	6	7/1/2024 to 1/31/2025
4845-1/2 W Devils Lake-	1	\$831.25	0.00	6	7/1/2024 to 1/31/2025

Approval by
initial: _____

Additional Contract Notes:

*Note: Billing will commence on the date specified below. Artwork must be approved no later than two weeks prior to post date reserved.

GENERAL TERMS AND CONDITIONS

- Newman Signs Inc., d/b/a Newman Outdoor Advertising (Newman) agrees to display all designs herein contracted for within five (5) days of the date reserved. Credit for failure to do so will be issued for the period from the date reserved to the date posting is executed, or the Advertiser may, at its option, receive make-good posting for an equal period.
- Advertiser agrees to pay Newman within 30 days following the date the aforesaid advertising is displayed. Except as otherwise recorded herein said monthly sum shall be payable, whether or not the display shall be used or operated by the Advertiser. Interest shall accumulate at the maximum lawful rate provided for by applicable statutes on the accounts sixty days overdue. Inability of Newman to erect all advertising display(s) at one time, or secure all locations contracted for shall in no way constitute a breach of this contract, and any advertising display(s) which Newman is unable to erect, shall be cancelled from the contract at no charge to advertiser.
- Political contracts shall be accepted only upon receipt of ten percent (10%) of the total amount of the contract, which is non-refundable. The balance shall be due and payable sixty (60) days in advance of the date(s) reserved.
- Newman reserves the right to reject any copy (either before or after posting) which is morally offensive, false, misleading, deceptive or which violates existing laws. Advertiser warrants that all approved designs do not infringe upon any trademarks or copyrights, state or federal. Advertiser agrees to defend, indemnify and hold harmless Newman from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, content or subject matter of any copy displayed pursuant to this contract.
- If this contract is signed by an advertising agency, the term "Advertiser" as used herein shall include both the actual Advertiser and the advertising agency where applicable and all obligations of the Advertiser shall be joint and several obligations of both the actual Advertiser and the advertising agency. The actual Advertiser acknowledges that payments made to its advertising agency are not considered payments under this contract until received by Newman.
- This agreement is subject to approval by Newman. This agreement is accepted and executed in the State in which the displays are actually located and the laws of that State shall govern its interpretation, effect and rights and liabilities of the parties. The parties hereby irrevocably submit to the jurisdiction of the District Court of the county and state where the display is located over any action or proceeding to enforce or defend any matter arising from or relating to this contract. Advertiser hereby irrevocably waives the defense of an inconvenient forum as a defense to maintenance of any such action or proceeding in said court.
- It is expressly agreed that Newman is not bound by any stipulation, representation or agreement, verbal or otherwise, which is not set forth specifically in this contract.

8. Advertiser shall not sublet, transfer, donate, or assign any advertising spots without the prior written consent of Newman.
9. It is agreed that in the event of failure of the Advertiser to pay any rental installment due hereunder within sixty (60) days of the date due, the entire rental called for under the terms of this agreement shall become immediately due and payable and Newman shall be entitled to immediate recovery of the same, or Newman may, at its option, cancel this agreement or any part thereof and remove the advertising display(s) and recover the overdue balance. It is specifically agreed that should it be necessary for Newman to employ an attorney to enforce the provisions of this agreement or to file suit against the Advertiser to recover any amounts due hereunder, the Advertiser shall be obligated to pay a reasonable attorney fee to Newman, if Newman prevails in such lawsuit. In the event of default, the parties hereto consent to the jurisdiction of the North Dakota District Court located in Stutsman County, North Dakota to hear all disputes related to this contract.
10. If Newman is prevented from posting or maintaining any of the spaces provided for herein by causes beyond its control of whatever nature, including, but not limited to, acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Newman is unable to deliver any portion of the services required in this contract, this shall not constitute a breach of contract by Newman. Credit shall be allowed to the Advertiser at the rate set forth herein for such space or service for the period that such space or service shall not be furnished
11. This contract is assignable in its entirety only, unless prior written consent from Newman is obtained allowing a partial assignment. It is the Advertiser's responsibility prior to an effective assignment to file a written contract or assignments signed by the Advertiser and any successor with Newman and secure Newman's approval in writing. The advertiser shall remain responsible for all payments remaining on said contract until the assignment procedure set forth above have been completely satisfied. In the event the Advertiser assigns his contract to a successor who requires change in copy, the cost of such change in copy must be mutually agreed upon between Newman and the successor of the Advertiser, then reduced to writing before any assignment thereof shall be valid.
12. It is the Advertiser's responsibility to inform Newman whether it is a sole proprietorship, partnership, corporation, etc. Incorporated Advertiser's shall be bound by the signatures of the authorized agents. Unauthorized individuals who execute this document purportedly on behalf of an incorporated Advertiser shall assume personal responsibility for satisfying said contract.
13. Upon approval by Newman, this contract is binding upon and shall inure to the benefit of all the parties hereto, as well as the respective heirs, successors, executors, administrators and assigns. All contracts are non-cancellable by Advertiser.

TERMS AND CONDITIONS SPECIFIC TO BULLETINS

1. When bulletins are contracted for 12 months or longer, after the end of the expired term, contracted bulletins shall continue on a month to month basis or until either party gives a 30 day written termination notice.
2. Newman shall issue credit to the Advertiser for the period any bulletin is not in service and the account of an Advertiser shall be credited for the periods when an illuminated bulletin lacks illumination in an amount of \$12.50 per week per sign for 48' sign or \$6.25 per week for 24' illuminated sign. Any interruption in service to one or more bulletins shall in no way relieve the Advertiser of his obligation to make payments on the remaining bulletins as due nor shall any interruption in service to one or more bulletins void this contract.

TERMS AND CONDITIONS SPECIFIC TO POSTERS

1. The Advertiser agrees to furnish Newman a sufficient quantity of posters to execute posting at least five (5) working days prior to the date reserved, and failure to do so shall not affect or alter the display period and the Advertiser shall remain obligated for payment to Newman for the contract term. If Newman is requested by Advertiser to furnish such posters, such poster content shall be submitted by Newman to the advertiser and Advertiser shall approve such content or provide Newman with substitute posters within ten (10) days after submission by Newman to the Advertiser. In the case of default in furnishing substitute posters or in approving the poster content submitted by Newman within the ten (10) day period, commencement of service under this contract shall be deemed to occur on the date reserved and Advertiser shall remain liable under this contract.
2. Posters provided by Advertiser will have sufficient weight, tensile strength, and opacity to prevent "show through" of previously posted copy and will conform to the standard sizes currently approved by the appropriate industry organization. Newman retains exclusive control and supervision over the posting, maintenance, and removal of posters and over the location on which they are displayed. Unused posters may be disposed of by Newman upon completion of the scheduled called for herein, unless written instructions to do otherwise are received from Advertiser.
3. Illuminated poster panels will be illuminated from one-half hour before dusk until midnight.

TERMS AND CONDITIONS SPECIFIC TO DIGITAL

1. Approved artwork must be supplied to Newman Digital (with creative schedule) by noon the day before the spot is scheduled to run. Artwork set to run on Monday must be supplied to Newman Digital (with creative schedule) by noon the previous Friday. The network's computer runs in pre-programmed 24-hour cycles. No Exceptions. Failure to do so shall not affect or alter the display period and the Advertiser shall remain obligated for payment to Newman for the contract term. If Newman is requested by Advertiser to furnish such sign designs, such design content shall be submitted by Newman to the Advertiser and the Advertiser shall approve such content or provide Newman with substitute designs within ten (10) day after submission by Newman to the Advertiser. In the case of default in furnishing substitute designs or in approving the design content submitted by Newman within the ten (10) day period, commencement of service under this contract shall be deemed to occur on the date reserved and Advertiser shall remain liable under this contract.
2. Submitted designs and/or artwork must meet the preferred file format for content on Newman Digital displays.
3. Digital system may be pre-empted by Amber Alerts, weather related alerts, or issues regarding public safety.

**NEWMAN SIGNS, INC. dba
NEWMAN OUTDOOR ADVERTISING**

ADVERTISER

Signed by _____

Approved by _____

Print Name _____

Date _____

Date _____

Agenda Item: Governance of Devils Lake Regional Airport

Submitted By: Spencer Halvorson, City Administrator/Auditor

Staff Recommended Action: No action requested

There are two models of airport governance in the state of North Dakota.

1. Airport Authority (Fargo, Dickinson, Jamestown, Grand Forks)
 - a. Airport authority operates from property tax funding for local municipalities and is governed by a separate and distinct Airport Authority Board with members appointed by the relevant City and County.
2. Airport as a department of a City (Bismarck, Minot, Williston)
 - a. Airport budget and personnel are under the direction of the City, and reports to City Commission/Council and administrator/manager.

The Devils Lake Airport operates under the Airport Authority model. Other airport authorities in the state operate as separate and distinct organizations, with their own administrative operations, employees, HR, financial reporting, payroll administration, etc. In the effort to reduce the administrative burden on the Devils Lake Airport, over time the City has taken the responsibility of these functions on behalf of the airport. The airport's finances are administered by the City, payroll administration is conducted by the City. Retirement, health insurance, and other benefits provided to City employees are provided to airport employees. The City's Fire Department is currently working to assume all ARFF responsibilities at the Devils Lake Airport.

Recent changes in administrative requirements from the federal government for the purposes of the procurement of federal resources have made the current hybrid relationship between the City and airport problematic in the effort to receive federal grant funding. The airport currently operates under the City's IRS Employer Identification Number (EIN). An EIN is the equivalent to an organization's Social Security Number,

Due to the FAA's identification of the Devils Lake airport as an authority, they are asserting the airport needs to have their own Unique Entity Identifier (UEI) from the System for Awards Management (SAM). The UEI and EIN must be entities with the same name.

For example, if a SAM account was created for the airport, they would need to have their own EIN with the same name. If the airport had their own EIN, it would be necessary for the airport to create its own administrative infrastructure, bank accounts, employee benefit offerings, payroll process, etc.

Efforts to continue with this hybrid approach have been made with little traction and there are serious concerns that if we do not resolve this issue, future grant funding for the airport will be in jeopardy as we would not have the organizational structures in place to create the proper accounts required from the federal government.

This hybrid relationship between the City and airport is entirely unique and not replicated in other parts of the state.

There are two courses of action that will resolve the current situation.

1. The City and County undertake an effort to dissolve the Airport Authority and the City of Devils Lake assumes the airport as a department of the City, similar to Minot, Williston, and Bismarck.
2. The Airport Authority and City separate their current integrated relationship and the Airport Authority takes on the responsibility for their own administrative processes, payroll and benefit offerings, finances, etc.

There have been a number of conversations with the relevant City Commissioners (Mayor Moe and airport portfolio holder Commissioner Hach) and airport authority management, to include the Airport Authority Board. It is the consensus of all who have assessed the situation that the airport does not have the year-to-year operational funding capacity to separate from the City and take on these responsibilities.

Therefore, it is proposed that the City of Devils Lake look to pursue a dissolution of the Airport Authority and assume the airport as a department of the City. Doing so will require significant due diligence and inter-organizational collaboration with Ramsey County.

Assumption of the airport authority would come with some benefits to the airport and the City, but such a merger would not be easy and would be challenging. Below are a few high-level benefits and challenges to the relevant stakeholders.

Benefits of a structure change to the Airport

- Operational redundancies
- Financial Tools to Sustain Operational Viability
- Staffing Concerns solved through interdepartmental redundancies
- Administrative Capacity & Redundancy
- Fixed Asset Sharing
- Incorporation into City Team

Benefits to the City

- Allocation of Costs for City Residents
- Accountability to taxpayers
- Ownership of outcomes
- Continuity of current administrative arrangements
- Ability to support the DL Airport more efficiently

Challenges to a formal City – Airport Merger

- Is it a Municipal Authority or a Regional Authority?
- Ownership of current circumstance by current Airport Authority Board Members
- City Commission and City Staff responsibility for continuity of operations.
- Ramsey County buy in and commitment

Attached:

- Resolution (1972) creating Devils Lake Municipal Airport Authority
- Contract between City of Devils Lake and Ramsey County (1977)

COMMISSIONER Belford introduced the following resolution and moved its adoption.

RESOLUTION CREATING CITY OF DEVILS LAKE
MUNICIPAL AIRPORT AUTHORITY

BE IT RESOLVED, that the City of Devils Lake, a Municipal Corporation, has need of some authority to operate its airport;

NOW THEREFORE, under authority of Section 2-06-02 of the North Dakota Century Code, be it resolved that the City of Devils Lake does hereby create a Municipal Airport Authority to be known as "The City of Devils Lake Municipal Airport Authority".

BE IT FURTHER RESOLVED, that the President and members of the Devils Lake City Commission shall appoint five (5) Commissioners to operate the City of Devils Lake Municipal Airport Authority. That said appointments be made as provided by Section 2-06-02 of the North Dakota Century Code.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Engelhart and upon vote being taken thereon, the following voted in favor thereof: Riggin, Belford, Kurtz, Hinschberger, Engelhart, _____, and the following voted against same, None, whereupon said motion was declared duly passed and adopted.

CERTIFICATE OF APPOINTMENT OF CITY OF DEVILS LAKE
MUNICIPAL AIRPORT AUTHORITY COMMISSIONERS

I, Dennis Thompson, City Auditor of the City of Devils Lake, do hereby certify that at a regular meeting of the Devils Lake City Commission, held on June 23rd, at ___ o'clock, P.M., the following were appointed by the Devils Lake City Commission as Commissioners of the Devils Lake Municipal Airport Authority, as provided by Section 2-06-02 of the North Dakota Century Code, for the terms set forth after each of the following names:

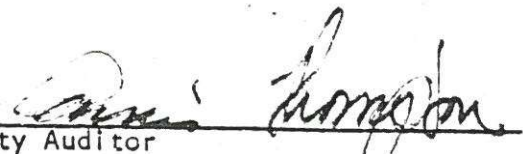
- | | |
|--|---------------------------------|
| <u>Joe Belford</u> <i>Chairman</i> - 1 Year Term | <u>Paul Lange</u> - 4 Year Term |
| <u>Dr. V.H. Otis</u> - 2 Year Term | <u>Wayne Ruhl</u> - 5 Year Term |
| <u>Harold Parkin</u> - 3 Year Term | |
- Vice Chairman*

I further certify that Devils Lake City Commissioner Engelhart introduced the motion to appoint the above-named Commissioners of the City of Devils Lake Municipal Airport Authority, which motion was duly seconded by Commissioner Kurtz. Upon vote being taken thereon, the following Devils Lake City Commissioners voted in favor thereof: Riggin, Belford, Kurtz, Hinschberger, Engelhart, _____, and the following voted against the same, none, whereupon said motion was declared duly passed and adopted, and the appointments made and confirmed as authorized by Section 2-06-02 of the North Dakota Century Code.

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified and acting City Auditor of the City of Devils Lake, North Dakota, hereby certify that I have compared the attached and foregoing with the original on file in my office and that the same is a true, full and correct transcript of the minutes of a meeting of the City Commission of said City of a regular meeting of said City Commission held on June 23rd, 1975, so far as such minutes relate to the establishing of a Municipal Airport Authority.

Witness my hand and the Seal of the City this 27th day of June, 1975.



City Auditor
City of Devils Lake, North Dakota

SEAL

1
2
3 CONTRACT

4 THIS CONTRACT, Made and entered into this 11th day of
5 April, 1977, by and between the COUNTY OF RAMSEY,
6 NORTH DAKOTA, a political subdivision of the State of North Dakota,
7 hereinafter referred to as "County"; and the CITY OF DEVILS LAKE,
8 Ramsey County, North Dakota, a municipal corporation, organized
9 and existing under and by virtue of the laws of the State of North
10 Dakota, hereinafter referred to as "City"; WITNESSETH:

11 WHEREAS, The City is the owner and operator of Devils
12 Lake Municipal Airport, located within the City of Devils Lake
13 and County of Ramsey, North Dakota; and

14 WHEREAS, The City of Devils Lake has formed an Airport
15 Authority; and

16 WHEREAS, Pursuant to statute, the County is authorized
17 to contribute to the support and maintenance and operation of an
18 airport located within the County; and

19 WHEREAS, Said airport is owned, maintained and operated
20 for the benefit of all residents of Ramsey County, including those
21 residing within the City of Devils Lake, and as such, it is deemed
22 proper, equitable and just that all of the property within the
23 County not exempt from taxation be taxed for the maintenance and
24 operation portion of said airport. The County hereby agrees to
25 levy a tax on the property in the County lying and situate outside
26 the City of Devils Lake and any other cities within the County
27 that now have or hereafter shall have a mill levy taxed to the
28 property therein for such purpose; said mill levy not to exceed
29 the mill levy prevailing within the City or two mills, whichever
30 is lesser, unless changed by County Commissioner Board action.

31 It is further provided that the City will prepare a
32 maintenance and operations budget annually and refer it to the
33 Board of County Commissioners in sufficient time so that it can
34 be studied and acted upon by said Board, and any levy by the
County shall be subject to the approval of the Board of County

RAMSEY COUNTY STATES ATTORNEY
DEVILS LAKE, NORTH DAKOTA

RAMSEY COUNTY STATES ATTORNEY
DEVILS LAKE, NORTH DAKOTA

1 Commissioners based upon the budget submitted. The City agrees
2 that any monies provided by the County as herein referred to, shall
3 be used only for maintenance and operation of the airport, or as
4 agreed to by the respective Boards in conformance with applicable
5 statutes.

6 The City further agrees that in the employment of personnel
7 and in the treatment of passengers or other persons using the air-
8 port property it will not discriminate against any of them because
9 of race, creed, color, sex, age, or national origin.

10 It is agreed that if, for any reason, Devils Lake Municipal
11 Airport is moved to a location outside the County or is terminated,
12 this Contract shall automatically end.

13 This Contract shall run until terminated by Board action
14 or terminated by consent fo the parties hereto, or by operation of
15 law.

16 Both parties hereto agree that their governing bodies shall
17 adopt resolutions authorizing this action and directing the proper
18 officers to execute this contract.

19 Entered into the date first above written.

COUNTY OF RAMSEY, NORTH DAKOTA

21
22 By: J. C. Connor
23 President of its Board
24 of County Commissioners

24 Attest:

25 Brydon M. Spidell
26 County Auditor

27 CITY OF DEVILS LAKE, NORTH DAKOTA

28 By: Dan L. Rieggen
29 President of its Board
30 of City Commissioners

31 Attest:

32 Daryl J. Butsch
33 City Auditor

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
20-May-24

VENDOR	AMOUNT DUE
AIRPORT	
Brenco	\$4,133.16
Champion Media-DL Journal	\$622.50
Double Z Broadcasting	\$600.00
Farmer's Union Insurance	\$9,770.00
Leevers Food	\$77.14
Mead & Hunt	\$62,738.28
MDU	\$693.03
ND Dept of Enviromental Quality-Boiler Inspection	\$330.00
Nodak Electric	\$928.91
ND American Legion	\$225.00
NDTC	\$290.47
Pomp's Tire Service	\$27.85
Scott Cruse	\$308.49
Sparklight Advertising	\$1,722.00
CITY	
ABM Equipment & Supply	\$748.78
AT & T	\$1,739.41
Bradley Benton	\$6.49
Capital One Trade Credit-Mac's	\$1,414.34
Caselle	\$1,464.00
Champion Media-DL Journal	\$3,082.85
Corporate Payment Systems-Bremer credit card	\$6,122.14
Corporate Technologies	\$4,145.92
Cross Country Freight	\$144.72
David Rader	\$633.45
Dempsey Truck & Trailer	\$4,399.33
Devils Lake Cars	\$498.72

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
20-May-24

VENDOR	AMOUNT DUE
Devils Lake Volleyball Boosters	\$250.00
Ecolab	\$215.22
Farmer's Union Oil	\$17,210.07
Ferguson Waterworks	\$11,121.99
Forum Communications Company	\$865.00
Grand Forks Fire Equipment	\$1,750.00
Grand Forks Utility Billing	\$22,521.53
HE Everson	\$1,567.78
Home of Economy	\$1,533.96
Information Technology	\$390.60
Interstate Billing-Ironhide Equipment	\$467.11
J & M Displays	\$22,500.00
JB Vending	\$143.22
Joshua & Carissa Bialik	\$135.05
Keller's Briteway	\$26.00
Knutson Body Shop	\$2,571.48
Lake Region Corporation	\$8,492.00
Lakeside Surveillance Lock & Key	\$104.34
Leevers	\$178.65
Leon's Building Center	\$8.09
Locators & Supplies	\$4,080.45
Minnie H Express Car Wash	\$225.00
MDU	\$1,975.32
ND Dept of Enviromental Quality	\$250.00
Newby's Ace Hardware	\$291.60
Nodak Electric	\$10,235.17
ND One Call	\$117.00
NDTC	\$2,266.30
Ottertail Power	\$891.67
Paul Arends	\$104.00
Paul & Sarah Young	\$48.15

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
20-May-24

VENDOR	AMOUNT DUE
Peter Halbach	\$224.76
PH & S Products	\$765.00
Quality Flow Systems	\$231.42
Ramsey County Highway	\$150.00
Reeves Company	\$240.05
Reslock Printing Services	\$303.58
Safe Alternatives for Abused Families	\$5,000.00
Sign Solutions	\$587.63
St. Michel Furniture	\$3,024.00
Susan Walker	\$11.43
Swanston Equipment	\$586.63
The Sherwin Williams Co	\$4,034.00
Toshiba Business Solutions	\$17.70
Xtreme Signs & Graphix	\$660.00
Yunker Law Firm	\$8,333.33
TOTAL LIST OF BILLS	\$243,573.26