



City Commission Meeting Agenda

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

Monday, April 3, 2023

Meeting Items

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

Awards and Proclamations

- 1) N/A

Public Hearings – 5:30 PM

- 1) N/A

Bid Openings – 5:30 PM

- 1) N/A

Visitors or Delegations

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

- 1) Lake Region Heritage Center

Commission Portfolios

Old Business

- 1) Award City Project 230201

Consent Agenda

- 1) N/A

New Business

- 1) Devils Lake Regional Airport – Infrastructure Investment Consideration
 - a. Capital Improvement Framework DRAFT Review
- 2) Resolution - Municipal Court Authorized Agents
- 3) Renaissance Zone Project
- 4) 5 Year Exemption of Improvements to Residential Structures
- 5) 2nd Reading of Ordinance for Annexation – 14th St NE & 14th Ave NE
- 6) Cost Participation Agreement – City Project 230101

Citizen Comment

- 1) N/A

Informational Items

- 1) 2023 Quarter 1 Economic Data
- 2) Investment Portfolio – Q1 Update

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

March 20, 2023

The regular meeting of the Devils Lake City Commission was held on March 20, 2023 with the following members present: President Moe, Rob Hach, Dale Robbins, Jason Pierce and Shane Hamre.

Commissioner Pierce moved to approve the minutes of the regular Commission meeting held March 6, 2023. The motion was seconded by Commissioner Robbins, and the motion carried unanimously.

Devils Lake Project 230201 – WM 28-23 & WM 29-23 Water Main Replacement – The City Administrator opened one bid from Kemper Construction Company. The City Attorney verified that they are bonded and hold a contractor license. Kemper Construction's bid came in at \$2,687,426.50. Commissioner Robbins made a motion to refer the bid to engineering for review. Commissioner Pierce seconded the motion, and the motion carried unanimously.

Devils Lake Regional Airport – Project Update – Scott Cruse gave an overall update on the projects going on at the airport. He mentioned that after going through the finances for the airport, they are in a shortfall for the projects that need to be done. The airport is looking to request funding from the City and the ND Aeronautics Commission. They have a verbal commitment to match half of the 2.253 million if they can get a commitment from the City. They are looking for roughly 1.126 million from the City. The City Administrator communicated that they have a capital improvement meeting on Friday and this will be discussed here. He also mentioned that we will discuss this topic again at the April 3rd meeting.

Commissioner Hamre – The Assistant City Engineer communicated that there is no update for the utility department.

Commissioner Hach – The Assistant City Engineer communicated that they have a job opening in the sanitation department. The City Assessor communicated that the domestic fowl committee is waiting on an ordinance draft. He also mentioned that he is still trying to get everything he can done before the board of equalization meeting. He talked to Vanguard about a proposal to come on site and help with updating the missing information.

Commissioner Robbins – The Assistant City Engineer communicated that they met with the State Water Commission last Thursday regarding a cost share. He mentioned that they are looking at a 1.35-million-dollar cost share and their final approval will be on April 13th. The final plans for 14th St & 14th Ave project plans were submitted and this project is set to be bid by DOT on May 12th. He communicated that there are two job openings in the street department, and they will be working on getting the supervisor position out soon.

Commission Pierce – The Fire Chief communicated that they are looking for 6-9 months lead time for the radios, and they are trying to get their portables ordered. The SORN radio billed out for them is at the end of 2024/beginning 2025. He also mentioned that their emergency reporting software was bought out by ESO and a price increase will be coming. They have 2 potential software's in mind, and they plan to move forward with First Due. First Due gives them a better software platform, it is cheaper, and will work with the CAD system.

The Police Chief communicated that he had an officer have some out of state travel for a case. Due to this being a legal matter, they told the officer that they needed to go before the approval from commission.

The City Administrator communicated that the new website is launched and he thanked Devin for all the work he did on it. He mentioned that all of our CD's with Edward Jones are under \$250,000 and they are secure. The airport is getting 1.7 million dollars from the FAA, and it should be hitting our account soon.

The City Attorney communicated that he has a main draft on the domestic fowl ordinance. He also mentioned that he would like to get an ordinance done in time for spring cleaning regarding nuisances. He also mentioned that one thing the Commission should consider is going to a zoom platform for meetings – this way if more than one commissioner is gone anyone can attend the zoom call. With us using the phone right now, it is really hard to hear anyone that is away from the phone.

Petition for Annexation – 14th St NE & 14th Ave NE – The Assistant City Engineer communicated that they had to acquire some land at no cost. This petition is to annex the defined property to the City of Devils Lake. Commissioner Pierce motioned to approve the petition. Commission Hamre seconded the motion, and the motion carried unanimously.

Ordinance for Annexation – 14th St NE & 14th Ave NE – This is a first reading of the Ordinance for Annexation – 14th St NE & 14th Ave NE.

Johnson Controls Renewal Agreement – The City Administrator communicated that this is a renewal of a 3-year agreement with Johnson Controls for our fire alarm detection and maintenance. Commissioner Pierce moved to approve the renewal agreement. Commission Hach seconded the motion. The motion carried unanimously on a roll call vote.

Fireworks Display – Agreements and Setting of Date – The City Administrator communicated that the cost of the fireworks this year will be around \$22,500. If the Commission approves, we will also need to set a date for the show. Commissioner Pierce communicated that he would like to keep it on the 4th of July. Commissioner Robbins motioned to go forward with the agreement and keep it on July 4th. Commissioner Pierce seconded the motion, and the motion carried unanimously.

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

SPENCER HALVORSON
CITY ADMINISTRATOR/AUDITOR

JIM MOE
PRESIDENT OF CITY COMMISSION



March 29th, 2023

Spencer Halvorson

City Administrator

423 6th St.

Devils Lake, ND 58301

As director of the Lake Region Heritage Center, I would like to formally request funds for the 2nd quarter of 2023. We are busy planning our gala and the Artfest, as well as hosting tours and exhibitions. It has been a busy start to the year. Thank you.

With sincerest appreciation,

Lisa Crosby, Director

Lake Region Heritage Center

502 4th St. NE

PO Box 245

Devils Lake, ND 58301

701-662-3701

Spencer Halvorson

From: lrhc@gondtc.com
Sent: Monday, April 3, 2023 2:55 PM
To: Spencer Halvorson
Cc: Jim Moe; Rob Hach; Shane Hamre; Jason Pierce; drobbins@dvl.midco.net
Subject: Meeting Tonight

Good Afternoon,

I'm sorry I will not be able to attend the meeting as planned this evening. Kids doctor appointment in GF. I wanted to take a moment to update you on happenings at LRHC. As of today, we have no leaking going on in the building. (crossing my fingers for the rest of the week with this weather on the way). Still awaiting spring so that we can nail down roofers for the rubber portion of the roof with the county's grant funds awarded to us. We have been busy planning the Gala (sold out!) with top sponsors of Devils Lake Cars, Swenseth Law Office, Bremer Bank, and Spirit Lake Casino. It will be a fun evening. The LR Arts Festival planning is going great with lots of excitement for new entertainment on Saturday, June 10th in the park and vendors/demonstrations on the street. We are so excited that Maddie Cummings from LRPL has brought famed photographer, Shane Balkowitsch, to Devils Lake for a presentation and book signing on the 10th as well. They recently partnered with us showing the movie "Sanctified" on Saturday. Okay attendance but a really good movie. Art classes, exhibitions and school tours are on the agenda for April. Our part time help is doing great and I appreciate your support so much! Thank you, hope to see you all soon. Stop by or call with any questions!

Lisa Crosby, Director

Lake Region Heritage Center
502 4th St. NE
PO Box 245
Devils Lake, ND 58301
lrhc@gondtc.com



Date: March 29, 2023

To: President Moe and City Commissioners

From: Mike Grafsgaard, City Engineer/Public Works Director

A handwritten signature in blue ink, consisting of the letters "MB6" inside a blue oval.

Re: Recommendation of Award – City Project 230201

Bids for the City's water main replacement project that includes areas on 2nd St NE and areas on the south side of the City were opened at the City Commission meeting on March 20, 2023. One bid was received from Kemper Construction in the amount of \$2,687,426.50.

The City applied for grant funds from the ND Department of Water Resources to be used toward cost share of the project. Total project cost is estimated at \$3,429,263 with anticipated grant funding in the amount of \$1,773,800. This would leave \$1,655,463 as the local share. The State Water Commission will meet on April 13, 2023 to approve project funding.

Following review of the submitted bid, I recommend the City Commission award the project to Kemper Construction in the amount of \$2,687,426.50 contingent upon the Department of Water Resources approving our cost share request.

Michael Grafsgaard, City Engineer/Public Works Director
Devin Gathman, Assistant City Engineer
Helen Carlson, Engineering Admin Tech

| | | Project | Projected | Final | Cost | |
|----|---|-------------|------------------------|------------------------|-------------------------|--|
| | <u>Project Description</u> | <u>Year</u> | <u>Cost</u> | <u>Cost</u> | <u>Difference</u> | |
| 1 | Task Order #1 Programming & Concept Budget Report | 2021 | \$99,400.00 | \$99,400.00 | \$0.00 | |
| 2 | Task Order #2 Program Coordination & Scheduling | 2021 | \$189,470.00 | \$77,006.00 | \$112,464.00 | |
| 3 | Task Order #2 IFE | 2021 | \$800.00 | \$0.00 | IFE in Final Cost Above | |
| 4 | Task Order #3 ALP Update & Narrative | 2021 | \$590,621.00 | \$590,621.00 | \$0.00 | |
| 5 | Task Order #3 IFE | 2021 | \$5,000.00 | \$0.00 | IFE in Final Cost above | |
| 6 | Task Order #4 Environmental Clearance CARES Projects | 2021 | \$37,851.00 | \$35,356.29 | \$2,494.71 | |
| 7 | Task Order #5 ARFF-SRE Concept Budget Report | 2021 | \$83,705.00 | \$83,705.00 | \$0.00 | |
| 8 | Task Order #8 CARES Topo Survey | 2021 | \$19,906.00 | \$19,906.00 | \$0.00 | |
| 9 | Task Order #10 Terminal Expansion Design & Bidding | 2021 | \$700,930.06 | \$700,930.06 | \$0.00 | |
| 10 | Task Order #10 IFE | 2021 | \$10,000.00 | \$10,000.00 | \$0.00 | |
| 11 | Task Order #11 ARFF-SRE Design and Bidding | 2021 | \$393,918.48 | \$369,244.48 | \$24,674.00 | |
| 12 | Task Order #11 IFE | 2021 | \$10,000.00 | \$10,000.00 | \$0.00 | |
| 13 | Task Order #12 Reconstruct Terminal Road & Parking Lot | 2021 | \$97,549.43 | \$30,508.60 | Project Stopped | |
| 14 | Task Order #13 Terminal Project Administration & Closeout | 2021 | \$749,867.00 | \$749,867.00 | \$0.00 | |
| | Consultant Fees Total | | \$2,989,017.97 | \$2,776,544.43 | \$212,473.54 | |
| | | | | | | |
| 15 | Apron & Taxiway Reconstruction | 2021 | \$1,700,000.00 | \$3,156,555.23 | \$1,456,555.23 | |
| 16 | Terminal Expansion Project - General - Mech - Electrical | 2022 | \$6,000,000.00 | \$10,398,260.00 | \$4,398,260.00 | |
| 17 | Passenger Boarding Bridge | 2022 | \$1,000,000.00 | \$1,936,243.00 | \$936,243.00 | |
| 18 | Terminal Furnishings | 2022 | \$220,000.00 | \$220,000.00 | \$0.00 | |
| 19 | CARES O&M Costs | 2022 | \$1,352,000.00 | \$1,352,000.00 | \$0.00 | |
| 20 | Terminal Contingency Funds | 2022 | \$263,290.93 | \$263,290.93 | \$0.00 | |
| 21 | Builders Risk Insurance | 2022 | \$15,000.00 | \$15,000.00 | \$0.00 | |
| | Project Totals | | \$10,550,290.93 | \$17,341,349.16 | \$6,791,058.23 | |
| | Project and Fees Totals | | \$13,539,308.90 | \$20,117,893.59 | \$6,578,584.69 | |
| | | | | | | |
| 22 | Terminal Loop Road and Parking Lot Improvements | 2022 | \$1,000,000.00 | | | |
| 23 | ARFF/SRE Building 12,000 Sq Ft | 2022 | \$3,500,000.00 | | | |
| 24 | High Speed Runway Broom | 2023 | \$675,000.00 | | | |
| 25 | SRE Loader with Attachments | 2023 | \$800,000.00 | | | |
| 26 | Rehabillitate Runway 13-31 HIRL System & Generator | 2022 | \$1,000,000.00 | | | |
| 27 | Rehabillitate Runway 13-31 | 2022 | \$2,000,000.00 | | | |
| 28 | Rehabillitate Parallel Taxiway | 2022 | \$800,000.00 | | | |
| 29 | Rehabillitate Concrete Apron | 2023 | \$500,000.00 | | | |
| 30 | Construct GA Hanger | 2023 | \$2,000,000.00 | | | |
| 31 | Wildlife Assessment and Plan Update | 2025 | \$150,000.00 | | | |
| | Other Project Totals | | \$12,425,000.00 | \$0.00 | | |

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|--|--|--|--|------------------------|--|
| | | | | | |
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| | | | | | |
| | | | | | |
| | <u>Funding Source</u> | | | <u>Amount</u> | |
| | CARES Act Grant | | | \$16,882,607.00 | |
| | Banked Entitlements and 2022-2023-2024 Entitlements | | | \$981,369.00 | |
| | | | | | |
| | Total Available Funding | | | \$17,863,976.00 | |
| | | | | | |
| | Funding Shortfall | | | \$2,253,917.59 | |
| | | | | | |
| | | | | | |
| | North Dakota Aeronautics Commision Verbal Commitment | | | -\$1,126,958.80 | |
| | Devils Lake Regional Airports Request from the City | | | -\$1,126,958.80 | |

Agenda Item: DRAFT Capital Improvement Plan

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

Staff Recommended Action: Use the DRAFT Capital Improvement Framework as a supplement in consideration of the potential Devils Lake Regional Airport infrastructure investment

BACKGROUND:

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

Given the potential for the City to partner with the State Aeronautics Commission to invest in the runway/taxiway infrastructure at the DL Regional Airport, such circumstances presented the necessity for the City to review its Capital Improvement Plan in an effort to ensure it can meet its own infrastructure investment needs in addition to this specific project at the airport.

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

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

- The City receives the standard 60% municipal project cost share with the ND State Water Commission for the upcoming 2023-2024 water main project.
- The City in future budgets allocates at least 31% of its sales tax to infrastructure (Fund 2033)
 - o In FY 2023 the City is allocating 26% and can adjust these allocations given status of Debt Service Revenue Accounts (5000).
 - o City sales tax projections at a conservative 2% growth
- Nonbonded Debt Service revenue reflects income from current projects being assessed as well as an extra \$50,000 per year for new assessments for projects being planned.

- Prairie Dog Municipal Infrastructure bucket fills in the second year of each biennium and no additional funds received each biennium beyond that.
 - o This would result in the City receiving \$2.5 million in every odd numbered year.
- Water Source Replacement fee remaining at \$9

The Capital Improvement Plan is in draft form and final approval will be considered at a future meeting contingent upon the State Water Commission's decision on the cost share proposal the City has requested for the 2023-2024 water main project.

ANALYSIS AND FINDING OF FACTS:

In review from the Capital Improvement Review Group, its determined that making such an investment into the infrastructure at the Devils Lake Regional Airport would not prevent the City from making its own essential infrastructure investments it has identified for the next 3-4 years.

ATTACHED:

- Project Summary Sheet
- Capital Improvement Funding Framework



Project - Scheduled

Project - Flexible

Project - Other Funding

Prarie Dog Fund

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

City Sales Tax

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

Bond Payments - Infrastructure

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

General Infrastructure Fund

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

Water Source Replacement Fund

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

City of Devils Lake - Capital Improvement Plan Project Summary

Updated 4/3/2023



Project - Scheduled

Project - Flexible

Project - Other Funding

2023

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

2024

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

City of Devils Lake - Capital Improvement Plan Project Summary

Updated 4/3/2023



Project - Scheduled

Project - Flexible

Project - Other Funding

2025

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

2026

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

2027

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

City of Devils Lake - Capital Improvement Plan Project Summary

Updated 4/3/2023



Project - Scheduled

Project - Flexible

Project - Other Funding

2028

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

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

RESOLUTION TO ASSIGN AND REMOVE FISCAL AGENTS FOR DEVILS LAKE MUNICIPAL COURT

BE IT RESOLVED that James Moe, the President of the City Commission for the City of Devils Lake, Peter Halbach, Municipal Court Judge, Spencer Halvorson, City Administrator/Auditor, and Brina Schuh, Deputy Auditor are authorized fiscal agents for Devils Lake Municipal Court and authorized to sign checks on behalf of the Court.

BE IT RESOLVED that former officials Richard Johnson, Linda Lybeck, and Patricia Knutson are removed as fiscal agents for the Devils Lake Municipal Court.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The City has assigned new and removed old fiscal agents for Devils Lake Municipal Court.

Adopted this 3rd day of April, 2023.

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.

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



MEMORANDUM

To: President Moe and City Commissioners

From: Devils Lake Renaissance Zone Authority *RSJ*

Date: March 28, 2023

Re: Recommendation of project approval of Renaissance Zone Project 24-DL

The Devils Lake Renaissance Zone Authority took action at their February 9, 2023, meeting to recommend City Commission approval of Schoepp Family Chiropractic, PC for lease of space in the building located at 103 College Drive N and owned by Dr. Debra Storms, pending receipt of a certificate of good standing from the ND State Tax Commissioner as required. All other requirements for the project have been met and the necessary paperwork is attached.

Summary of Renaissance Zone Project 24-DL:

This is for an application from Schoepp Family Chiropractic, PC for lease of office space from Dr. Debra Storms at 103 College Drive N, in Renaissance Zone Block 28.

The potential benefit is a five-year income tax exemption for the business.

The property was previously approved for RZ Project 23-DL for Dr. Debra Storms' purchase of the building.

RENAISSANCE ZONE PROJECT APPLICATION

NORTH DAKOTA DEPARTMENT OF COMMERCE

DIVISION OF COMMUNITY SERVICES

SFN 59291 (5/16)

In order to receive DCS approval on zone projects, the following information must be submitted to the DCS:

1. Type of project

Business ☒ Residential ☐ Utility Infrastructure Project (UIP) ☐

2. If this is a UIP, project is the applicant a renaissance zone project? Yes ☐ No ☐

a. To be considered a Renaissance Zone project, the project would need to take place in the Renaissance Zone and be a utility company.

b. If this is a property owner affected by a UIP not participating in a renaissance zone project, is the property owner in the Renaissance Zone? Yes ☐ No ☐

3. Name of applicant(s)/or business name Schoepp Family Chiropractic, PC

If business, type of entity Chiropractor

Provide a copy of the Certificate of Good Standing from Tax Department)

Address and renaissance zone block number as it appears in the development plan property listings.

Address 103 College Drive N

City Devils Lake, ND Renaissance Zone Block 28

4. For residential projects provide evidence that the home purchased is the taxpayer's primary residence.

5. Project Type:

a. Purchase (to include new construction) ☐

b. Purchase with major improvements ☐

c. Lease

i. What type of lease?

New ☒ Expansion ☐ Continuation of a Lease ☐ Leasehold Improvement ☐

If this an expansion, what is the additional square feet of the expansion? _____

ii. If it is a lease project, does it involve the relocation of a business from one location in the city to the Renaissance Zone or from one zone property to another zone property? Yes ☒ No ☐

d. Rehabilitation

i. Commercial 50% of the True and full value ☐

Or

ii. Residential 20% of the true and full value ☐

iii. Current true and full value \$_____

iv. For rehabilitation projects, provide a description of the work and the estimated costs.

| Work to be Done | Estimated Cost |
|-----------------|----------------|
| | |
| | |
| | |
| | |

6. Does this project involve historical preservation or renovation? Yes ☐ No ☒

a. For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. **A letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.**

b. Information for historical properties may be obtained by contacting the Historical Society at: (701) 328- 2666.

7. For projects other than the purchase (includes new construction) or rehabilitation of a single family home and historical preservation and renovation, describe how the overall benefit(s) of the project to the community meets or exceeds the financial and tax benefit to the businesses or investor.

8. Is the project being funded by a Renaissance Fund Organization? Yes ☐ No ☒

If yes, describe the type and amount of financing and name of the Renaissance Fund Organization.

9. Provide the estimated state and local tax benefit to the taxpayer for five years (applies to all projects).

Total State tax benefit for five years \$ _____

Total Property tax benefit for five years \$ 0

Total Non-participating owner tax credit \$ 0

10. Zone Authority and City Documentation:

Date of approval or conditional approval ____/____/____

Provide a copy of minutes or other supporting documentation that indicates the formal approval by the approving entity.

11. Identify from the Development Plan the specific criteria used to approve the project

12. Evidence that the taxpayer is current on state taxes. (Taxpayers can contact the Office of State Tax Commissioner to receive a Certificate of Good Standing. This request must indicate that it is for a Renaissance Zone Project.) See Appendix E.

Letter of Good Standing Attached? Yes ☐ No ☒ Requested

13. Expected date of occupancy 03 / 01 / 23

NOTE: The DCS reserves the right to reject a zone-approved project or to continue negotiating its approval. When a project is approved by the DCS, the local zone authority will be notified in writing.

If after a project is approved and the property changes hands or a replacement project is approved during the five year exemption period, the DCS does not need to approve the transfer or the replacement project. The zone authority, however, must notify the DCS of the change and provide the applicable information about the new homeowners, business, and/or investor. The zone authority must also notify the DCS if any other change occurs in the status of the business or investor tax would affect the exemption approved.

Once the project is completed, DCS must be informed by email, Fax or letter of the exact date of completion, and project number before the final letter of approval can be issued.

On historical Renovations/rehabilitations documentation from the Historical Society approving the final restorations must be submitted to DCS prior a final letter of approval can be issued.

Signature



Date



Site for RZ Project

This is an aerial photograph of a city grid. A large area in the upper-middle section is outlined in red, representing existing blocks. A smaller area to the west and south of this is outlined in blue, representing new blocks. A yellow callout box points to a specific location within the blue-outlined area. The map shows a mix of residential and commercial buildings, streets, and some open spaces.

Devils Lake
Renaissance Zone Map
1-8-18


 Existing blocks
 New blocks



423 6th St NE
Devils Lake, ND
701-662-7600 Ext 3
www.dvlnl.com

MEMORANDUM

To: President Moe and City Commissioners

From: Rob Johnson, City Assessor 

Date: March 23, 2023

Re: 5-Year Exemption of Improvements to Residential Structures
-M&N Properties, 815 6th Ave NE
-Nick & Kacy Hettwer, 202 9th St NW

ND Century Code Chapter 57-02.2 allows for municipalities to encourage investment of capital improvements by providing a five-year exemption from taxation for improvements made to commercial and residential structures.

The methods of assessment and taxation of real property discourages the investment of private capital in the rehabilitation and remodeling of commercial and residential structures. This often results in owners allowing their properties to decay, become in need of repair, modernization and replacement, and in the end, those conditions have resulted in a decreased tax base. The five year exemption on the increased value from improvements encourages the investment of private capital in improvements to commercial and residential structures, thereby encouraging the production of wealth, improving the volume of employment, enhancing living conditions and preserving and increasing the property tax base.

Before tax exemption on improvements become effective, it must be approved by the City Commission.

The exemption of improvements in the applications qualify under NDCC Chapter 57-02.2 and approval of the exemptions are recommended.

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

| | |
|---|---|
| 1. Legal description of the property for which exemption is claimed | <u>Lots #1+2 block 158</u> |
| 2. Address of Property | <u>202 9th st NW Devils Lake ND 58301</u> |
| 3. Parcel Number | <u>39000000886000</u> |
| 4. Name of Property Owner | <u>Nick + Kacy Hettwer</u> Phone No. <u>Nick 701-230-0400 Kacy 701-381-0004</u> |
| 5. Mailing Address of Property Owner | <u>100 14th Ave NE Devils Lake ND 58301</u> |

Description Of Improvements For Exemption

| | |
|---|--|
| 6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). | <u>Windows, siding, shingles, Complete gut out of main level, re-insulated, Dry wall, New carpet, New Vinyl flooring, Newer cup board</u> New Door: New counter |
| 7. Building permit No. | <u>2001-042</u> |
| 8. Year built (residential property) | <u>1914?</u> |
| 9. Date of commencement of making the improvements | <u>did not hit job hard until spring 2022</u> |
| 10. Estimated market value of property before the improvements | \$ <u>31,000 - 35,000</u> |
| 11. Cost of making the improvement (all labor, material and overhead) | \$ <u>years don't have all receipts</u> Paid for materials over last couple |
| 12. Estimated market value of property after the improvements | \$ <u>130,000</u> Est 25,000 material Labor all by me |

Applicant's Certification And Signature

| |
|--|
| 13. I certify that the information contained in this application is correct to the best of my knowledge. |
| Applicant <u>[Signature]</u> Date <u>2-20-2023</u> |

Assessor's Determination And Signature

| |
|---|
| 14. The assessor/county director of tax equalization finds that the improvements described in this application |
| do <input checked="" type="checkbox"/> do not <input type="checkbox"/> meet the qualifications for exemption for the following reason(s): _____ |
| Assessor/Director of Tax Equalization <u>[Signature]</u> Date <u>3/2/23</u> |

Action Of Governing Body

| | |
|--|---|
| 15. Action taken on this application by the governing board of the county or city: | Approved <input type="checkbox"/> Denied <input type="checkbox"/> |
| Approval is subject to the following conditions: _____ | |
| Exemption is allowed for years 20__, 20__, 20__, 20__, 20__. | |
| Chairperson _____ | Date _____ |

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

| | |
|--|------------------------------|
| 1. Legal description of the property for which exemption is claimed <u>Lots 13+14 Block 3 Rogers 2nd Addition</u> | |
| 2. Address of Property <u>815 6th Ave NE</u> | |
| 3. Parcel Number <u>39-1804-00012-000</u> | |
| 4. Name of Property Owner <u>M & A Props</u> | Phone No. <u>701 2301179</u> |
| 5. Mailing Address of Property Owner <u>1001 3rd St NE</u> | |

Description Of Improvements For Exemption

| | |
|--|--|
| 6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). <u>Roof, siding, windows, complete interior remodel.</u> | |
| 7. Building permit No. <u>2022-035</u> | 8. Year built (residential property) <u>1910</u> |
| 9. Date of commencement of making the improvements <u>7-22-22</u> | |
| 10. Estimated market value of property before the improvements | \$ <u>40,000</u> |
| 11. Cost of making the improvement (all labor, material and overhead) | \$ <u>75,000</u> |
| 12. Estimated market value of property after the improvements | \$ <u>195,000</u> |

Applicant's Certification And Signature

| | |
|--|--------------------|
| 13. I certify that the information contained in this application is correct to the best of my knowledge. | |
| Applicant <u>M & A Props</u> | Date <u>2-2-23</u> |

Assessor's Determination And Signature

| | |
|---|---------------------|
| 14. The assessor/county director of tax equalization finds that the improvements described in this application | |
| do <input checked="" type="checkbox"/> do not <input type="checkbox"/> meet the qualifications for exemption for the following reason(s): _____ | |
| Assessor/Director of Tax Equalization <u>[Signature]</u> | Date <u>3/21/23</u> |

Action Of Governing Body

| | |
|--|------------|
| 15. Action taken on this application by the governing board of the county or city: Approved <input type="checkbox"/> Denied <input type="checkbox"/> | |
| Approval is subject to the following conditions: _____ | |
| Exemption is allowed for years 20__, 20__, 20__, 20__, 20__. | |
| Chairperson _____ | Date _____ |

ORDINANCE NO. _____

AN ORDINANCE which will annex to the City of Devils Lake the property described in said ordinance.

BE IT ORDAINED by the City Commission of the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter of the City of Devils Lake, that the City is in receipt of a Petition submitted by the City of Devils Lake as owner of not less than three-fourths (3/4) in assessed value of the property to be annexed, and pursuant to N.D.C.C. § 40-51.2-03, this ordinance is hereby enacted to annex the property set out in said petition and described as follows, to-wit:

Parcels of land situated in Section 26, 27 and 35, Township 154 North, Range 64 West of the 5th p.m., Ramsey County, North Dakota, described as follows:

Those parcels of land described in Documents #280599, #280600, #280601, and #280602, such Documents hereby filed in the office of the Ramsey County Recorder, Devils Lake, ND

Upon annexation, the parcels of land shall be zoned as Public.

Passed First Reading: _____

Passed Second Reading: _____

Final Passage and Adoption: _____

CITY OF DEVILS LAKE

By: _____
Jim Moe, President
Devils Lake City Commission

ATTEST:

Spencer Halvorson
City Administrator/Auditor



Date: March 29, 2023

To: President Moe and City Commissioners

From: Mike Grafsgaard, City Engineer/Public Works Director

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

Re: Cost Participation Agreement – City Project 230101

Roadway improvements on 14th St NE between 5th Ave and 14th Ave and 14th Ave NE between 10th St and 14th St will take place this construction season. Estimated project costs are approximately \$700,500.

The attached cost share participation and maintenance agreement allows up to \$547,800 in Federal Funding for the project. Local cost is estimated at \$153,000.

I recommend the City Commission approve the attached agreement. Bids for the project will be opened May 12, 2023.

Michael Grafsgaard, City Engineer/Public Works Director
Devin Gathman, Assistant City Engineer
Helen Carlson, Engineering Admin Tech

MEMO TO: Chad Orn
Deputy Director for Planning

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

DATE: 03/24/2023

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project
SU-CVD-3-982(041) PCN 23693

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Devils Lake on 14th St NE (5th Ave-14th Ave) and 14th Ave NE(10th St-14th St) project.

Contract # 38230362

- The type of work is Gravel Restoration
- The CVD Federal Funds for this project is limited to \$237,800 and SU Federal Funds for this project is limited to \$ 310,000.
- Any costs over the above limited amount will be City responsibility.
- No one time changes on the standard agreement template.

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

NDDOT Contract No. 38230362

**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-CVD-3-982(041) PCN: 23693****LPA: CITY OF DEVILS LAKE****Location: DEVILS LAKE 14TH ST NE(5TH AVE-14TH AVE) AND 14TH AVE NE (10TH ST-14TH ST)****Type of Improvement: GRAVEL RESTORATION****Length: 0.92 MILE**

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 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 \$310,000 (SU federal funds) and \$237,800 (100% CVD federal funds). The balance of the project is the obligation of the LPA.

Additional Funding Clause
None.

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.
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. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
 - 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*.
 - c. 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.
 - d. 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

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

*

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

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

APPROVED as to substance:

DS
SH

Paul Benning

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DocuSigned by:

SIGNATURE
Paul Benning

A411F817506247A...

3/24/2023

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

DS
SS

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 10-22



Project SU-CVD-3-982(041)

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:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 1-23



**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.F.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 **\$375,000 per person and \$1,000,000 per occurrence**. The minimum limits of liability required of the State are **\$375,000 per person and \$1,000,000 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:

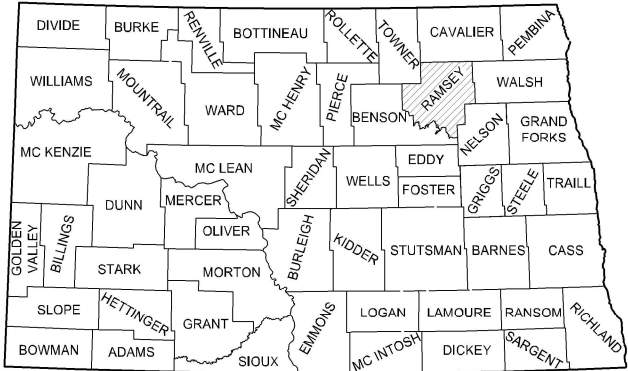
Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or 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 \$375,000 per person and \$1,000,000 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 07-22





STATE COUNTY MAP

DEVILS LAKE, NORTH DAKOTA
PLANS FOR FEDERAL AID PROJECT
SU-CVD-3-982(041)
14TH STREET NE & 14TH AVENUE NE
GRAVEL RESTORATION

Project is located on 14th Street NE, beginning 405 feet East of 5th Ave NE and extending 0.5 miles east, and 14th Ave NE, beginning 55 feet North of BNSF crossing 698065X and extending North 0.4 miles to 14th St NE
Gravel Restoration

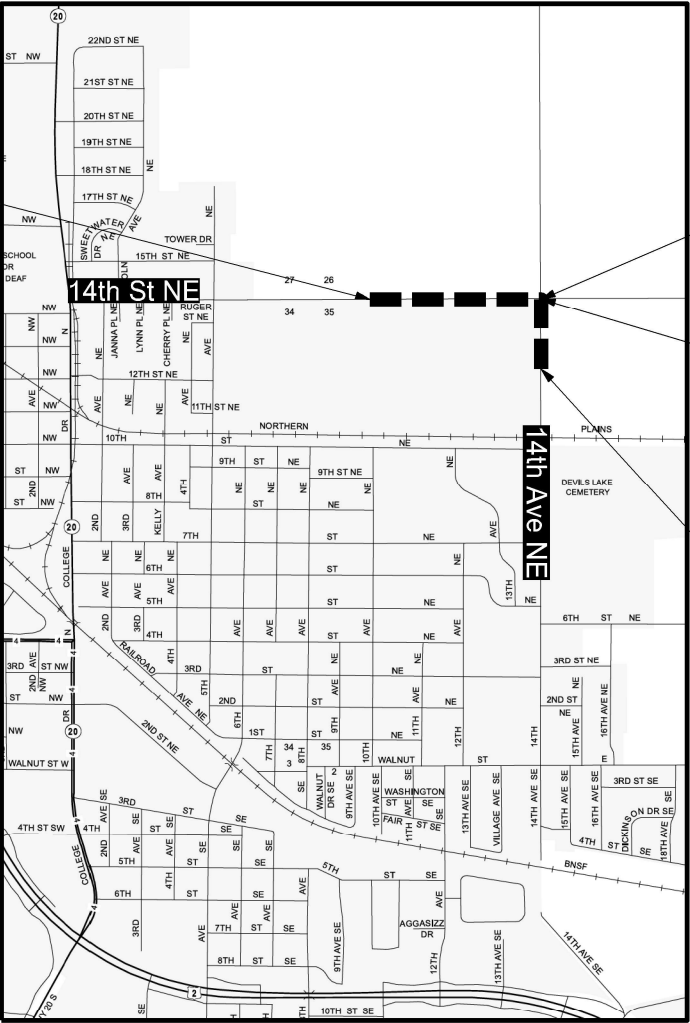
| | | | | | |
|--|-------|-------------------|-------|-------------|-----------|
| | STATE | PROJECT NO. | PCN | SECTION NO. | SHEET NO. |
| | ND | SU-CVD-3-982(041) | 23693 | 1 | 1 |

| | |
|-----------------------------|---|
| GOVERNING SPECIFICATIONS | Date Published and Adopted by the North Dakota Department of Transportation |
| Standard Specifications | 1/1/2022 |
| Supplemental Specifications | NONE |

PROJECT LENGTH

| | | |
|-------------------|-------------|-----------|
| Project | Gross Miles | Net Miles |
| SU-CVD-3-982(041) | 0.92 | 0.92 |

BEGIN PROJECT SU-CVD-3-982(041) - 14TH ST NE
Sta. 1400+00.



END PROJECT SU-CVD-3-982(041) - 14TH ST NE
Sta. 1433+35.

END PROJECT SU-CVD-3-982(041) - 14TH AVE NE
Sta. 155+14.

BEGIN PROJECT SU-CVD-3-982(041) - 14TH AVE NE
Sta. 140+00.

Surveyed & Designed Date

October 2022

DESIGNER Ryan Bjork

DESIGNER Greg Thelen

DESIGNER

DESIGNER

DESIGNER



1820 WALNUT ST E, SUITE 6
DEVILS LAKE, ND 58301-3411
(701) 662-1960, FAX (855) 288-8055

KLJENG.COM

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Certificate Of Completion

Envelope Id: 3265D6D5B95E4A6EAFEF0929920A191B

Status: Sent

Subject: Contract #38230362: Please DocuSign: CPM Agreement for Devils Lake 14th St & 14th Ave project

Contract Number: 38230362

PCN: 23693

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

Sengaroun Marohl

AutoNav: Enabled

608 E Boulevard Ave

Enveloped Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

smarohl@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Sengaroun Marohl

Location: DocuSign

3/24/2023 8:56:06 AM

smarohl@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: DocuSign

Transportation CLOUD

Signer Events

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication
(None), Authentication**Signature**

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.252.245

Timestamp

Sent: 3/24/2023 9:07:02 AM

Viewed: 3/24/2023 9:22:29 AM

Signed: 3/24/2023 9:23:09 AM

Authentication Details

SMS Auth:

Transaction: 7fe2ee9f-6af0-42cb-8338-e09acfdedc36

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 3/24/2023 9:22:12 AM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Local Government Director

Security Level: Email, Account Authentication
(None), Authentication

DocuSigned by:



A411F817506247A...

Sent: 3/24/2023 9:23:12 AM

Viewed: 3/24/2023 10:37:50 AM

Signed: 3/24/2023 10:37:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

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Result: passed

Vendor ID: TeleSign


Type: SMSAuth

Performed: 3/24/2023 10:37:45 AM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| Signer Events | Signature | Timestamp |
|--|---|---|
| Shannon Sauer ssauer@nd.gov Security Level: Email, Account Authentication (None), Authentication |  Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12 | Sent: 3/24/2023 10:37:57 AM Viewed: 3/28/2023 1:17:19 PM Signed: 3/28/2023 1:17:29 PM |

Authentication Details

SMS Auth:

Transaction: cdd125bb-2f9e-4fa0-b568-320b07319ab5

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 3/28/2023 1:17:09 PM

Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sengaroun Marohl

smarohl@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgenstern

cdmorgenstern@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chad Orn

corn@nd.gov

Security Level: Email, Account Authentication (None), Authentication

| Signer Events | Signature | Timestamp |
|---|--|---|
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Stacey Hanson smhanson@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | <div>VIEWED</div> Using IP Address: 165.234.252.245 | Sent: 3/24/2023 8:56:22 AM Viewed: 3/24/2023 9:00:41 AM Completed: 3/24/2023 9:07:00 AM |
| Agent Delivery Events | Status | Timestamp |
| Michael Grafsgaard mikeg@dvln.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | Sent: 3/28/2023 1:17:31 PM Viewed: 3/28/2023 3:50:55 PM |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| District Engineer wdhanson@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 3/24/2023 8:56:22 AM |
| Envelope Updated | Security Checked | 3/24/2023 9:07:01 AM |
| Envelope Updated | Security Checked | 3/24/2023 9:07:01 AM |
| Payment Events | Status | Timestamps |

| City of Devils Lake SALES TAX COLLECTIONS | | | |
|---|------------------------|------------------------|--------------|
| Quarter 1 - 2023 | | | |
| | 2022 | 2023 | YTD % Change |
| State Aid | \$ 148,471.00 | \$ 171,303.00 | 15.38% |
| Sales Tax | \$ 968,143.00 | \$ 940,450.50 | -2.86% |
| Highway Tax | \$ 87,372.00 | \$ 92,898.00 | 6.32% |
| Occupancy Tax | \$ 23,950.00 | \$ 21,345.00 | -10.88% |
| Restaurant Tax | \$ 67,224.00 | \$ 78,311.00 | 16.49% |
| TOTAL: | \$ 1,295,160.00 | \$ 1,304,307.50 | 0.71% |

Total Sales Tax Received = \$1,044,945 (10% to Park District = \$104,495)

Highway Distribution Tax comes from Motor Vehicle Registrations (30%) and fuel taxes (70%)

State Aid Distribution Tax comes from a % of state sales tax (85%) and motor vehicle excise tax (15%)

| 2023 Equipment Reserve CD | | 65% to PD - 35% to FD | | | | | | |
|--------------------------------|------|-----------------------|--------------|-------|-------------|-------------|-------------|-------------|
| Description | Type | Maturity Date | Amount | Rate | Frequency | January | February | March |
| Bank Hapoalim B M New York BRH | CD | 5/21/2024 | \$ 243,000 | 4.85% | Semi Annual | | | |
| Capital One Natl Assn Mclean | CD | 11/3/2025 | \$ 244,000 | 4.80% | Semi Annual | | | |
| City Natl Bk Los Angeles | CD | 11/24/2025 | \$ 243,000 | 4.90% | Semi Annual | | | |
| Discover BK Greenwood Del | CD | 11/30/2027 | \$ 243,000 | 4.90% | Semi Annual | | | |
| Horizon BK Natl Assn Mich City | CD | 11/8/2024 | \$ 249,000 | 4.75% | Monthly | \$ 1,004.53 | \$ 1,004.53 | \$ 907.31 |
| Morgan Stanley Private BK Natl | CD | 11/3/2023 | \$ 238,000 | 4.55% | At Maturity | | | |
| UBS BK USA Salt Lake City UT | CD | 11/17/2025 | \$ 248,000 | 4.95% | Monthly | \$ 1,042.62 | \$ 1,042.62 | \$ 941.72 |
| Veritex CMNTY BK Dallas | CD | 11/24/2023 | \$ 238,000 | 4.70% | At Maturity | | | |
| Wells Fargo BK N A Sioux Falls | CD | 11/29/2024 | \$ 248,000 | 4.85% | Monthly | \$ 1,021.55 | \$ 1,021.55 | \$ 922.69 |
| Interest on Credit Balance | | | | | Monthly | \$ 0.66 | \$ 0.39 | |
| TOTAL MONTHLY EARNINGS | | | \$ 2,194,000 | | | \$ 3,069.36 | \$ 3,069.09 | \$ 2,771.72 |
| TOTAL YEAR TO DATE | | | | | | \$ 3,069.36 | \$ 6,138.45 | \$ 8,910.17 |

| 2023 WATER SOURCE REPLACEMENT FUND | | | | | | | | |
|------------------------------------|-------------|---------------|--------------|-------|-------------|---------|-----------|-------------|
| Description | Type | Maturity Date | Amount | Rate | Frequency | January | February | March |
| First Wesn BK & TR Minot | CD | 2/18/2025 | \$ 249,000 | 4.50% | Monthly | | Purchased | \$ 859.56 |
| Raymond James BK Natl Assn | CD | 2/18/2025 | \$ 244,000 | 4.55% | Semi Annual | | Purchased | |
| Georgia BKG CO Atlanta GA | CD | 2/18/2025 | \$ 187,000 | 4.50% | Semi Annual | | Purchased | |
| US Treasury Note | US Treasury | 2/29/2024 | \$ 1,367,605 | 4.85% | Semi Annual | | Purchased | |
| Killbuck SVGS BK CO OHIO | CD | 3/2/2026 | \$ 244,000 | 4.30% | Semi Annual | | Purchased | |
| CIBC MK USA | CD | 2/24/2026 | \$ 244,000 | 4.35% | Semi Annual | | Purchased | |
| MORGAN STANLEY BK | CD | 2/23/2026 | \$ 244,000 | 4.35% | Semi Annual | | Purchased | |
| Bank of MO PERRYVILLE | CD | 2/27/2026 | \$ 249,000 | 4.40% | Monthly | | Purchased | \$ 840.46 |
| Interest on Credit Balance | | | | | | | \$ 740.40 | \$ 207.66 |
| TOTALS | | | \$ 3,028,605 | | | \$ - | \$ 740.40 | \$ 1,907.68 |
| TOTAL YEAR TO DATE | | | | | | \$ - | \$ 740.40 | \$ 2,648.08 |

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
3-Apr-23

| VENDOR | AMOUNT DUE |
|--|-------------------|
| Advance Auto Parts | \$57.90 |
| Airside Solutions | \$744.69 |
| Altru Health System | \$62.00 |
| Amazon Capital Services | \$840.56 |
| Aramark | \$606.57 |
| AT & T | \$3,715.41 |
| Bergstrom Electric | \$499.12 |
| Butler Machinery Company | \$397.14 |
| Capital One-Walmart | \$436.56 |
| Capital One Trade Credit-Northern Tool | \$474.31 |
| Capital One Trade Credit-Mac's | \$572.04 |
| Corporate Technologies | \$3,069.47 |
| Dakota Implement | \$9,957.99 |
| Dakota Supply Group | \$348.60 |
| Destiney Sandvik | \$25.00 |
| DL Chamber of Commerce/Tourism | \$30,505.63 |
| Devils Lake Park Board | \$47,230.48 |
| Devils Lake Rodeo Club | \$15,000.00 |
| Ferguson Waterworks | \$9,171.53 |
| Galls | \$299.80 |
| Grand Forks Fire Equipment | \$1,074.00 |
| Grand Foks Fraternal Order of Police | \$60.00 |
| Gessner Iron Works | \$506.32 |
| Gleason Construction | \$184,427.58 |
| HACH Company | \$600.43 |
| Harold's Auto Marine & Electric Motor | \$2,520.40 |
| Hawkins | \$50.00 |
| Home of Economy | \$775.54 |
| Homewood Suites | \$882.00 |
| lhry Insurance | \$39.00 |
| Interstate Billing Service-Ironhide | \$650.91 |

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
3-Apr-23

| VENDOR | AMOUNT DUE |
|----------------------------------|-------------------|
| J & M Displays | \$22,500.00 |
| JB Vending | \$186.30 |
| James Moe | \$35.00 |
| John Deere Financial | \$6,064.08 |
| Keller's Briteway | \$22.00 |
| Klemestrud's Plumbing | \$3,930.85 |
| KLJ Engineering | \$7,925.00 |
| Lakeside Surveillance Lock & Key | \$4.25 |
| LEAF | \$434.26 |
| Leevers | \$27.80 |
| Mark's Hwy2 Service | \$794.29 |
| Motion Industries | \$1,061.63 |
| Newby's Ace Hardware | \$6.98 |
| Nodak Electric | \$2,090.24 |
| North Dakota League of Cities | \$400.00 |
| ND Fraternal Order of Police | \$465.00 |
| Ottertail Power | \$21,620.98 |
| Pomp's Tire Service | \$323.64 |
| Prairie Truck & Tractor Repair | \$120.00 |
| Powerplan OIB-RDO Equipment | \$1,745.64 |
| Quill Corporaton | \$265.76 |
| Radisson Hotel of Bismarck | \$172.80 |
| Razor Tracking | \$75.00 |
| Reslock Printing | \$700.56 |
| Service Tire | \$848.32 |
| Spencer Halvorson | \$115.08 |
| Sue Schwab | \$119.00 |
| Sweeney Controls Company | \$2,920.40 |
| Tanya Weiler | \$1,000.00 |
| Tractor Supply Credit Plan | \$81.04 |
| Toshiba Business Solutions | \$17.70 |

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
3-Apr-23

| VENDOR | AMOUNT DUE |
|--------------------------|-------------------|
| United States Postmaster | \$3,600.00 |
| Usable Life | \$582.28 |

TOTAL LIST OF BILLS

\$395,856.86