



City Commission Meeting Agenda

Devils Lake City Hall Commission Chambers

423 6th St NE, Devils Lake, 58301

Monday, June 5, 2023

Meeting Items

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Minutes – May 15, 2023

Awards and Proclamations

- 1) Roger Hammond – 40 years

Public Hearings – 5:30 PM

- 1) Public Hearing - Change of Zoning for Applebees
 - a. Planning Commission Recommendation
- 2) Public Hearing - Change of Zoning for Grace Baptist Church
 - a. Planning Commission Recommendation
- 3) Public Hearing Change of Zoning for RWB Investments
 - a. Planning Commission Recommendation
- 4) Public Hearing - Change of Zoning for Nordic Fiberglass
 - a. Planning Commission Recommendation
- 5) Public Hearing - Amending the Existing Condition Use Permit for Tolbit Properties LLC
 - a. Planning Commission Recommendation
- 6) Public Hearing - Expansion of Renaissance Zone
 - a. Renaissance Zone Recommendation

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) FY 2024 Budget Timeline
- 2) Vanguard Contract

Old Business

- 1) N/A

Consent Agenda

- 1) N/A

New Business

- 1) Resolution to Set the Liability on Commercial Blanket Bond
- 2) Budget Amendment 23-02 Purchase of Squad Car

Citizen Comment

1) N/A

Informational Items

1) N/A

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

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

Minutes of the Devils Lake City Commission
May 15, 2023

The regular meeting of the Devils Lake City Commission was held on May 15, 2023 with the following members present: President Moe, Rob Hach, Dale Robbins, Shane Hamre and Jason Pierce.

Commission Hamre moved to approve the minutes of the regular Commission meeting held on May 1, 2023. The motion was seconded by Commissioner Hach, and the motion carried unanimously.

The City Administrator opened bids for 2023 Curb, Gutter, and Sidewalk. The only bid received was from Elshaug Concrete in the amount of \$55,044. The City Attorney confirmed they were a licensed contractor in the State of North Dakota and they were bonded. Commissioner Robbins made a motion to forward the bid to engineering to review. Commissioner Pierce seconded the motion, and the motion carried unanimously.

The City Administrator opened bids for 2023 Asphalt and Concrete Street Repairs. The only bid was from Tri-State Paving in the amount of \$92,700. The City Attorney confirmed they were a licensed contractor in the State of North Dakota and they were bonded. Commissioner Robbins made a motion to forward the bid to engineering to review. Commissioner Hamre seconded the motion, and the motion carried unanimously.

Lake Region Ambulance Center – Sean Roed gave an update on the training center. He went through a proposal that shows estimates for interior remodel, drain tile, gutters, etc. They need around \$85,000 to get the training center up and running. Discussion continued on where training currently happens and how they will be raising funds. Commissioner Robbins motioned to give the Lake Region Ambulance Center \$50,000. Commissioner Pierce seconded the motion, and the motion carried unanimously.

Ottertail Power Company – Jeremy Rham and Chris Waltz gave a presentation on Ottertail Power company. They gave the Commission their vision, mission, values, and gave facts about their company. They also talked about their economic development within the company. Commissioner Robbins motioned to leave our franchise fee as is. Commissioner Pierce seconded the motion. The motion carried on a 4-2 vote.

Commissioner Hamre – The City Engineer communicated that the utility department will be working on flushing the hydrants.

Commissioner Hach – The City Engineer communicated that the sanitation department is working on the last week of special pickups. He also mentioned that garbage pickup will be going back to the alleys on May 22nd. The City Assessor communicated that he sent out 618 letters to property owners regarding assessing their property. He mentioned that there is a page on the website to schedule a time for him to get on site. He also mentioned that the Homestead Tax Credit application will be changing effective June.

Commissioner Robbins – The City Engineer communicated that he would like to recommend the award to Elshaug Concrete for 2023 Curb, Gutter and Sidewalk for \$55,044. Commissioner Hamre motioned to approve the recommendation. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote. The City Engineer also recommended the award to Tri-State Paving for the 2023 Asphalt and Concrete Street Repairs in the amount of \$94,300. He mentioned that there was a mathematical error in their bid. There were a couple of questions regarding his project. Commissioner Robbins motioned to approve the recommendation. Commissioner Hach seconded the motion. The motion carried on a 4-1 roll call vote.

The City Engineer communicated that they received notice from the NDDOT regarding City Project 230101 – Subgrade Repair and Gravel Overlay for 14th St NE and 14th Ave NE. He recommended approval of that award to Allstate Paving and Recycling & Stab Inc of Rogers MN in the amount of \$562,278.43. Commissioner Hamre motioned to approve the recommendation.

Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote. With this project, there will be a lot of material testing. He also recommended the City Commission authorize advertisement of the request for proposals for construction engineering services for this project. Commissioner Robbins motioned to approve the recommendation. Commissioner Hamre seconded the motion, and the motion carried unanimously.

The City Engineer communicated that the street department is busy working on the roads and alleys.

Commissioner Pierce communicated that he does not have anything to report for this meeting. The Fire Chief was absent.

The Police Chief communicated that they are close to finishing the painting in their office. They also had a couple of guys at SWAT training. He asked the Commission to approve Lotta's license to do the late show one night in July. Commissioner Pierce motioned to approve the extension. Commissioner Robbins seconded the motion, and the motion carried unanimously.

The City Administrator communicated that the NDPERS bill is actually effective January 2024, not 2025. He also mentioned that the prairie dog money is actually at 1.75 million.

The City Attorney communicated that he is working on a refusal ordinance. He is also working on the nuisance ordinance to finalize that.

2nd Reading of Domestic Fowl Ordinance – The City Assessor communicated that there were only a couple of grammatical errors that were changed. He also mentioned that he received one phone call that is in favor of this ordinance. Commissioner Robbins made a motion to deny the domestic fowl ordinance. Commissioner Hamre seconded the motion. The motion carried 4-1 on a roll call vote.

DWR/SWC Cost Share Agreement – The City Engineer communicated that this is a cost share agreement that the City Attorney and City Administrator had both reviewed. The cost share is for \$1,774,000. Commissioner Hach motioned to recommend approval of the agreement. Commissioner Hamre seconded the motion. The motion carried unanimously on a roll call vote.

Amendment to Commission Portfolios – The City Administrator communicated that the library board has expressed interest in having their board as part of the City Commission portfolios. The City Commission appointed a community member to the LEC board, but due to unforeseen circumstances, the city is looking to adapt and looking to appoint Commissioner Robbins to the Library Board and President Moe to the LEC board effective July 1. Commissioner Hamre motioned to approve the amendment. Commissioner Hach seconded the motion, and the motion carried unanimously.

Resolution – New Account Issuance at Bremer Bank – Job Development Authority – The City Administrator asked for this to be tabled. Commissioner Robbins motioned to approve the request. Commissioner Hamre seconded the motion, and the motion carried unanimously.

Renewal Agreement with Devils Lake Chamber – Admin of Restaurant and Lodging Tax – The City Administrator communicated that we renewed our agreement with the State Tax Commissioner. This agreement has been in place and only the dates were changed. Commissioner Hamre motioned to approve the renewal. 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

Notice of Public Hearing

The Devils Lake City Commission will hold a public hearing on June 5, 2023, 5:30 pm, City Office, 423 6th St NE, Devils Lake, ND, to review a request to review a request to change zoning from highway commercial to limited industrial for Lot 7 Block 2, Railroad Sub Replat. If special accommodations are needed, please contact city office.

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

for legals: 5-25-23, 6-1-23

Notice of Public Hearing

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for legals: 5-25-23, 6-1-23



Planning Commission Agenda

Date: May 25, 2023

To: Planning Commission Members

From: Helen Carlson, Planning Commission Secretary *HC*

Re: Zoning change

The Devils Lake Planning Commission took action at their May 25, 2023 meeting to recommend approval of a request for changing zoning from Residential High Density to Highway Commercial for the south 33' of a parcel described as Lots 1-6 and ADJ 33' Blake St, Block 3, Krantz's Sub and owned by Applebees. This change will ensure the entire lot is zoned properly as Highway Commercial.



May 4, 2023

Applebees
PO Box 969
Minot, ND 58702

The City of Devils Lake is reviewing zoning designations and has discovered that the zoning on the parcel owned by Applebees has two different zones. As shown on the attached map, the majority of the parcel is zoned highway commercial and the south 33' of the parcel is zoned as residential high density.

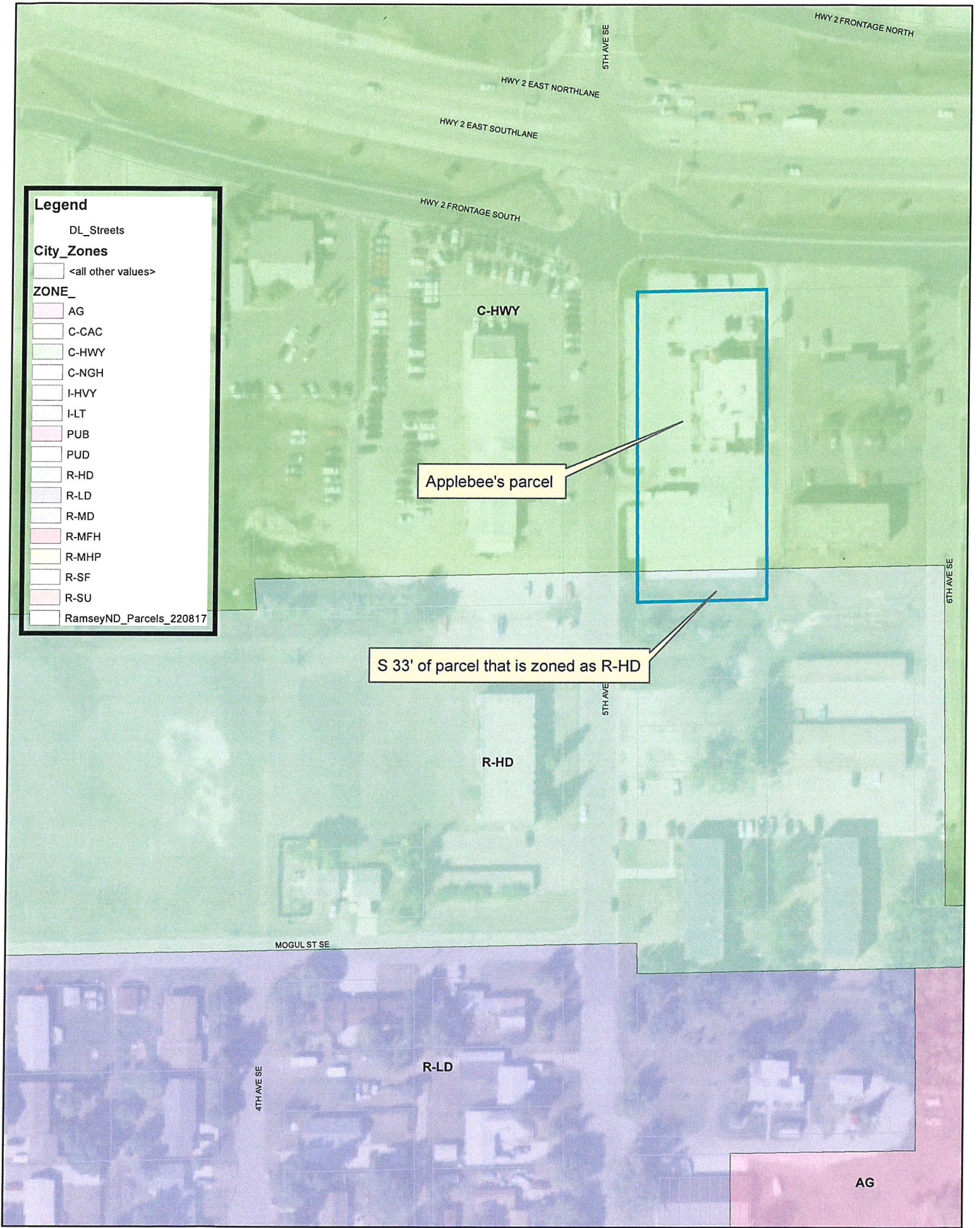
The Devils Lake Planning Commission will be meeting May 25 and will be changing the zoning on the south 33' of your parcel to highway commercial so the entire parcel is properly zoned as highway commercial. This will not affect your property in any way.

Please feel free to contact me at 701-662-7600, ext 2 or helenc@dvlnl.com if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Helen Carlson".

Helen Carlson
Engineering Department



Legend

DL_Streets

City_Zones

<all other values>

ZONE_

- AG
- C-CAC
- C-HWY
- C-NGH
- I-HVY
- I-LT
- PUB
- PUD
- R-HD
- R-LD
- R-MD
- R-MFH
- R-MHP
- R-SF
- R-SU
- RamseyND_Parcels_220817

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for legals: 5-25-23, 6-1-23



Planning Commission Agenda

Date: May 25, 2023

To: Planning Commission Members

From: Helen Carlson, Planning Commission Secretary *hc*

Re: Zoning change and conditional use permit

The Devils Lake Planning Commission took action at their May 25, 2023 meeting to recommend approval of a request for changing zoning from Agricultural to Residential Single Family for a parcel described as E1/2SE1/4SW1/4 CONT 20A 36 154 64 located on Ramsey County 2. Also included in the request was a conditional use permit to build a church in an area zoned as residential. That request was also recommended for approval.



Property requested to be
zoned as single family residential
and conditional use permit
to allow a church

COUNTY RD 2

ELKS ROAD

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Planning Commission Agenda

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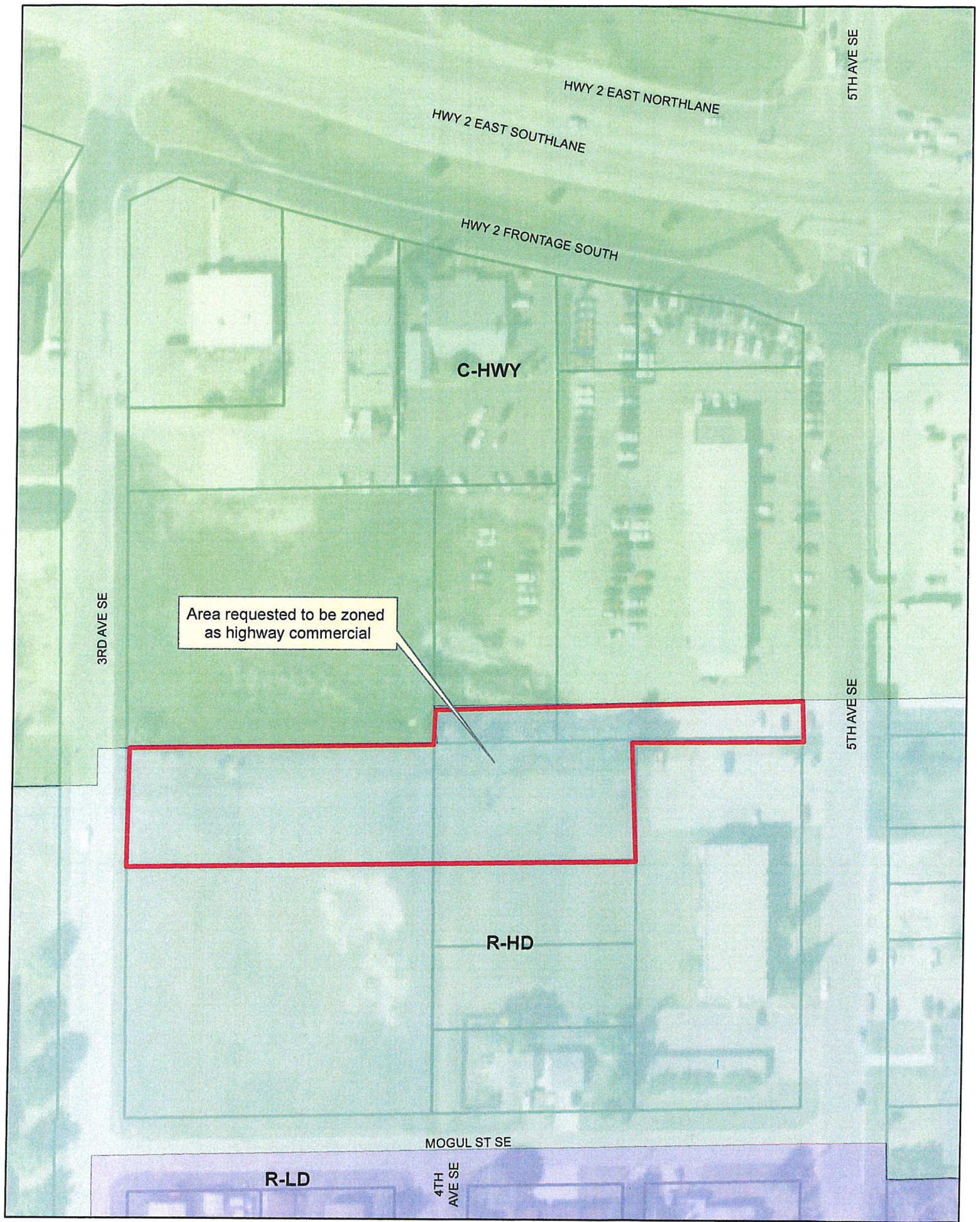
To: Planning Commission Members

From: Helen Carlson, Planning Commission Secretary 

Re: Zoning change

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Application for Planning Commission Hearing



5TH AVE SE

HWY 2 EAST NORTHLANE

HWY 2 EAST SOUTHLANE

HWY 2 FRONTAGE SOUTH

C-HWY

Area requested to be zoned
as highway commercial

3RD AVE SE

5TH AVE SE

R-HD

MOGUL ST SE

R-LD

4TH
AVE SE

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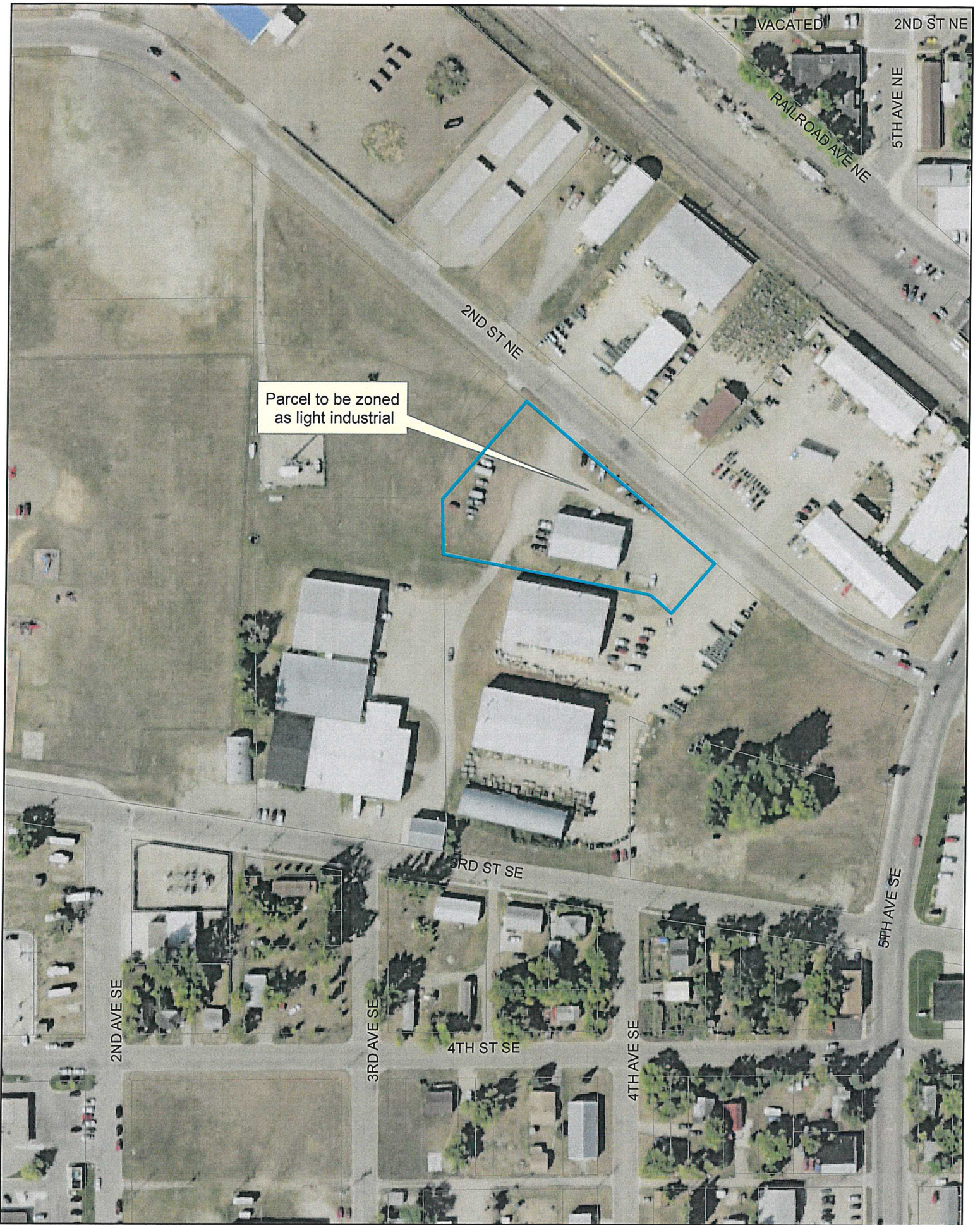
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To: Planning Commission Members

From: Helen Carlson, Planning Commission Secretary *he*

Re: Zoning change

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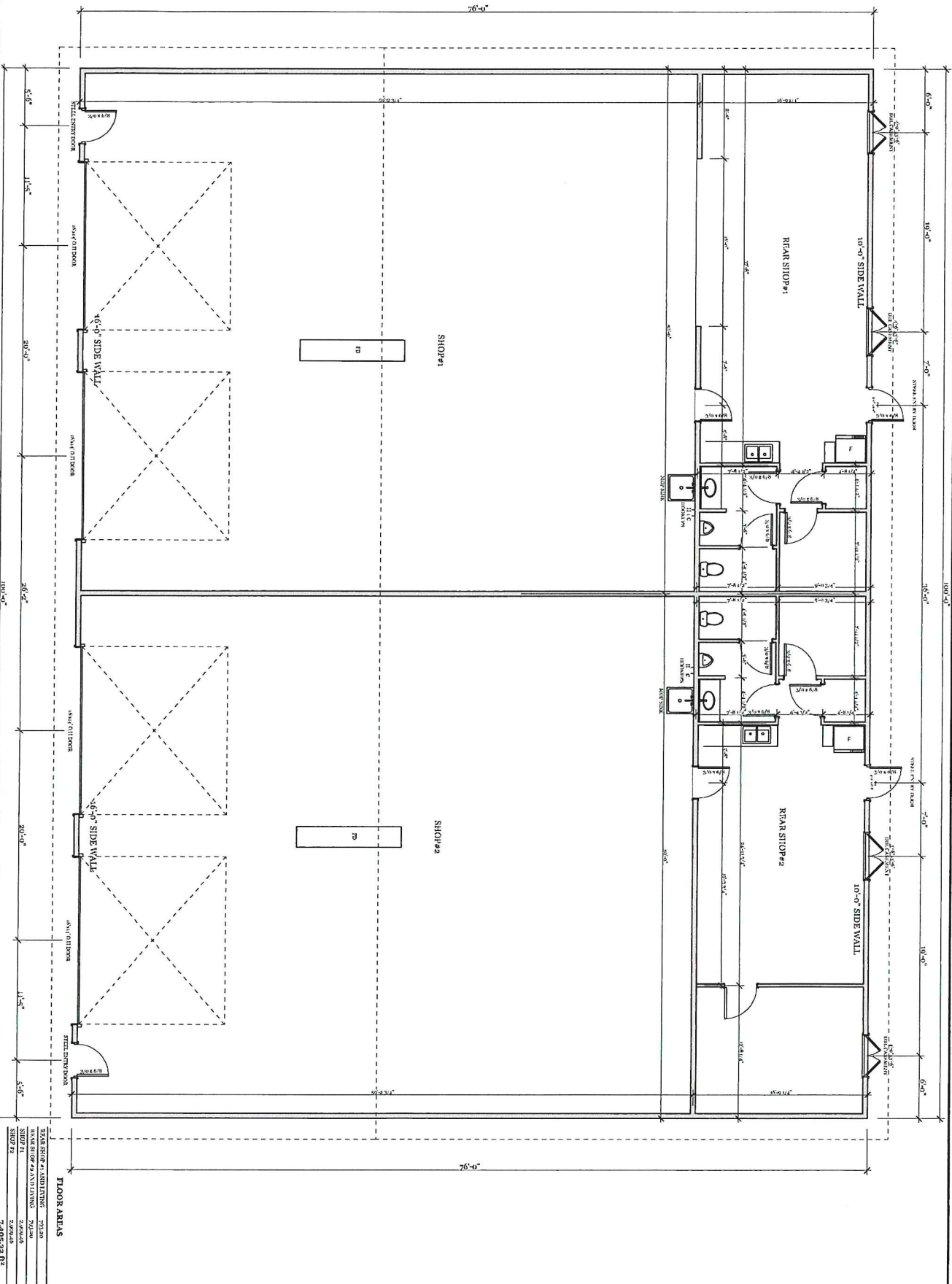
From: Helen Carlson, Planning Commission Secretary *HC*

Re: Conditional use permit

The Devils Lake Planning Commission took action at their May 25, 2023 meeting to recommend approval of a request for amending the existing conditional use permit to allow expansion of the current shop/storage facilities at 8344 Tollacina Dr.

Application for Planning Commission Hearing

MAIN FLOOR PLAN



**Simonson Lumber &
Hardware, Inc.**
Grand Forks, ND. Ph: (701) 775-4292

CONTRACTOR

IF THIS DATE IS MORE THAN 1 WEEK OLD
PLEASE VERIFY WITH THE DRAWER AT
SIMONSON'S THAT YOU HAVE THE MOST
RECENT COPY

Disclaimer of Warranties

Plans furnished by **Simsiron Inc. & Hoyer, Inc.**, are prepared by Draftsmen who are not Qualified as professional Architects or professional Engineers and who have had no training in Architectural or Professional Engineering Principles. Plans are intended solely for the purpose of illustrating whatever for correct or false listed which may be found on the plans. If such plans shall be at the sole risk of the User. Any plans furnished by **Simsiron Inc. & Hoyer, Inc.** are furnished without any warranty by said **Lumber Company**; that they are suitable for any general or particular purpose. Neither by any **User** of these plans nor All Responsibility for the design and/or fabrication at owner's time, expense and liability, bearing, profit or application of the art or science of constructions based on the principles of mathematics, aesthetics or if the physical sciences must be the **Responsibility of the Builder, the Owner, or the User** of the plans.

Copyright

Any use, reproduction, copying, modification, or derivative work of the plans furnished by **Himmelman Lumber & Hardware, Inc.** or **Builder's Frame** is a violation of the United States Federal Copyright Act.

76 x 100 SHOP

Project Description:

Address Line 1,
Address Line 2,
City, State.

Drawn by: ADAM

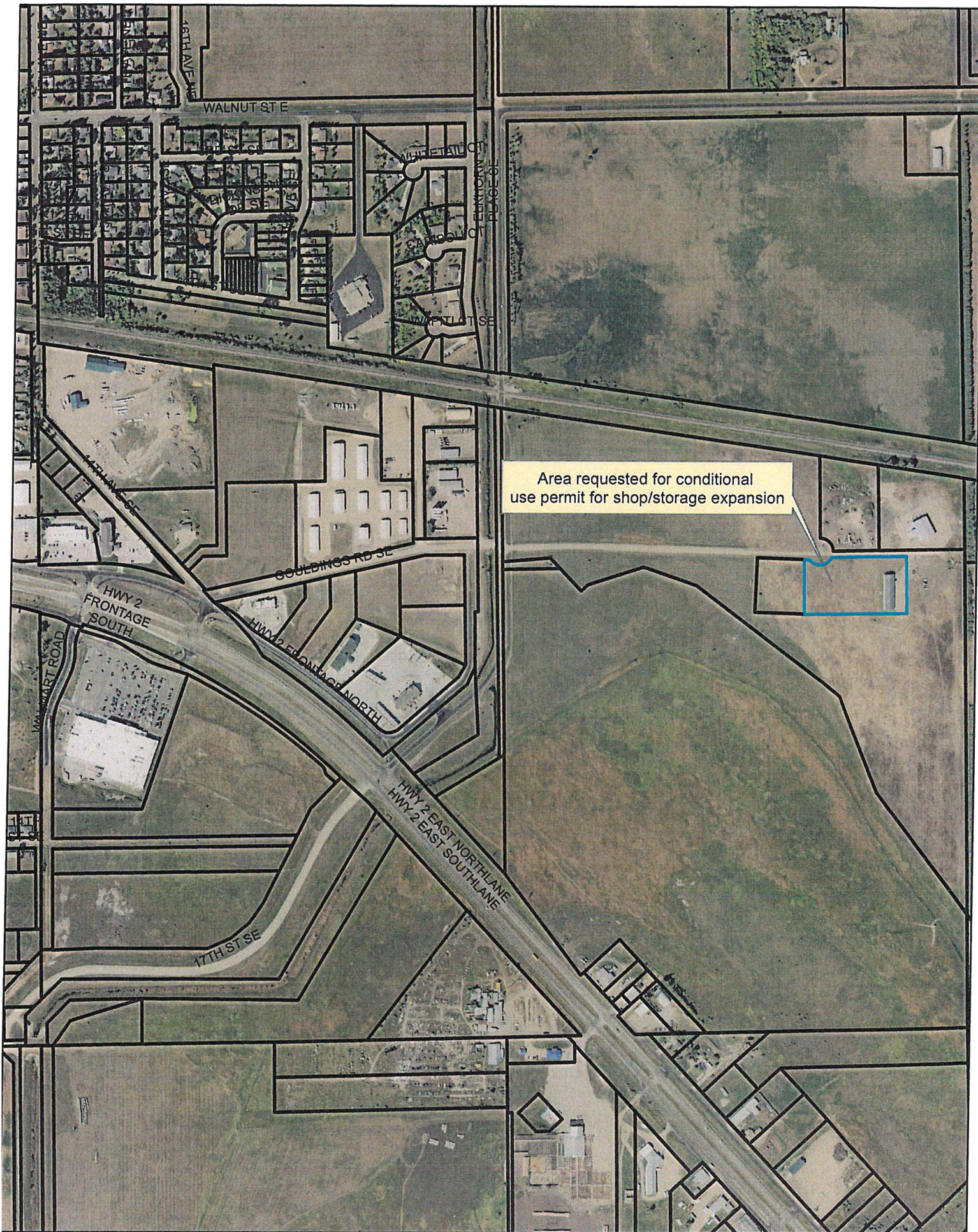
Date Issued: 2/7/22

© 2001 Blackwell Science Ltd

Checked by: _____

Revised Date: - 4/11/22

Simmons Lumber & Hardware, Inc. is not responsible for any changes after the date above.



Area requested for conditional
use permit for shop/storage expansion

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



MEMORANDUM

To: President Moe and City Commissioners

From: Devils Lake Renaissance Zone Authority

Date: May 17, 2023

Re: Recommendation of addition of Block 43 to the Renaissance Zone

The Devils Lake Renaissance Zone Authority took action at their April 25, 2023 meeting to recommend City Commission approval of adding Block 43 to the Renaissance Zone. This block is at the northeast corner of the US Highway 2 and ND Highway 20 intersection and includes blocks 74 and 75 of the original townsite.

RJ

Enclosure

Fireside Inn & Suites

4/14/2023

Renaissance Zone Authority
426 6th St NE Devils Lake, ND 58301

Dear Renaissance Authority Members,

I hope this letter finds all of you well. My name is Mitch Rhen, and I own and operate the Fireside Inn along with my wife Carol. The intention of this letter, along with the accompanying application is to request the boards consideration for my business (The Fireside Inn) to be included to the Renaissance Zone in the city of Devils Lake.

I am not a new owner to the business, or new to the community of Devils Lake. I intend, and am currently in the planning stages of investing into renovating the property. Rejuvenating the property, and bringing the amenities that we provide up to date, and more convenient for guests is the goal. Accomplishing that goal not only ensures the sustainability of my business, but accommodates to many small businesses that also rely on our local tourism industry to thrive. By utilizing the advantages of renaissance zone acceptance, it allows me, and our leadership, to further expand on scope of the project.

Regardless of determination, I appreciate the time and consideration from the Renaissance Authority, local leadership, and city operational staff. I provided a brief summary following the letter to better provide a proposed visual outlay of the project, and hopefully answer any questions the Renaissance Authority may need to help determine acceptance.

All the best,

Mitch & Carol Rhen

1(218)242-6433



mitchellrhen@wiktel.com



www.firesideinnandsuites.com

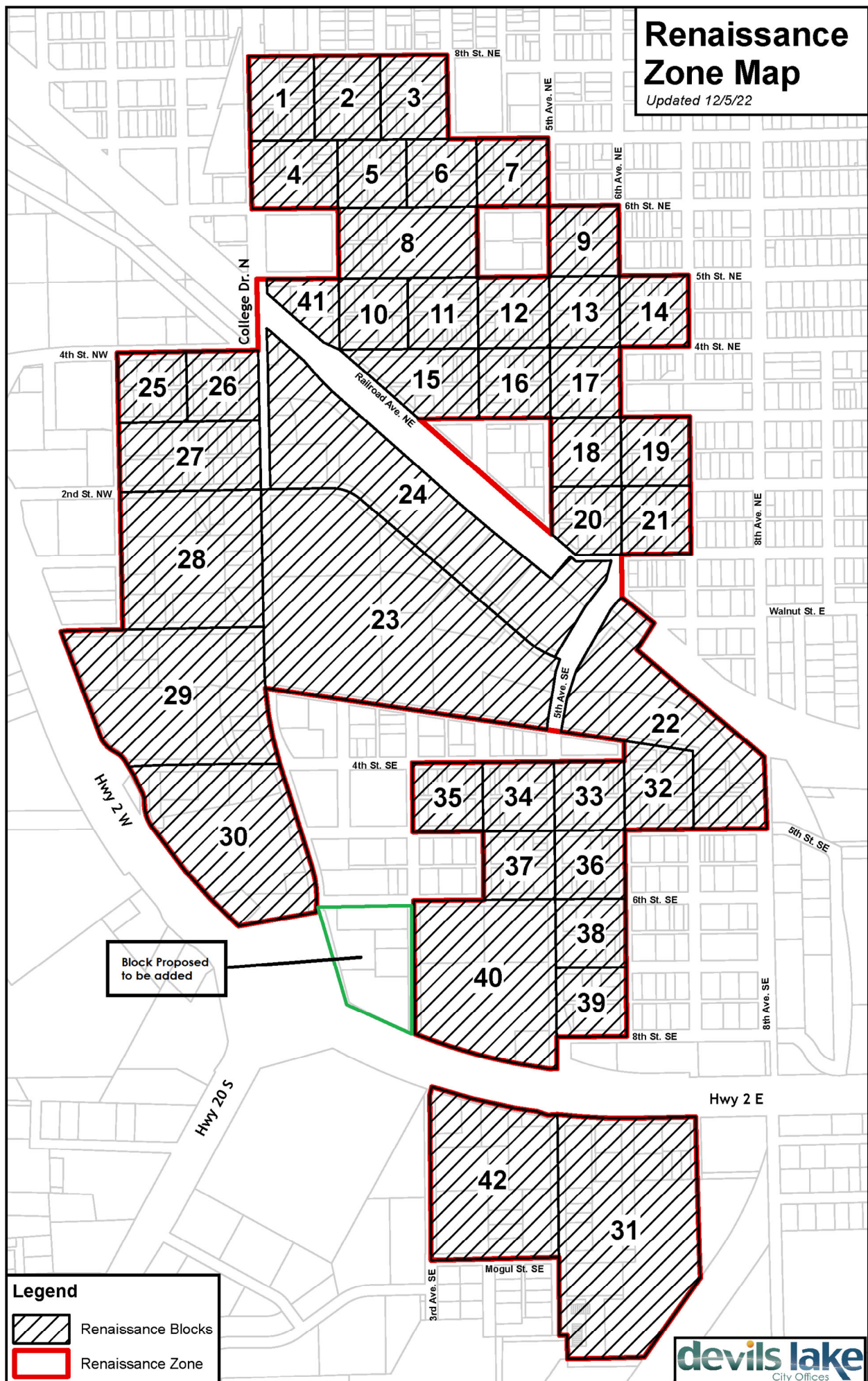


215 Highway 2 East Devils Lake ND, 58301



Renaissance Zone Map

Updated 12/5/22





Below is a proposed and tentative timeline for briefings and discussions regarding the FY 2024 Budget cycle.

1st Meeting in July

- Sales Tax Allocations
- Salary Plan Briefing and Direction
- 4000's – Capital & Improvement Funds
- 5000's – Debt Service Funds
- 8000's – Trust and Fiduciary Funds

Special Meeting Mid July

- Lake Region Public Library
- Forward Devils Lake
- Lake Region Heritage Center
- Devils Lake Regional Airport

2nd Meeting in July

- Property Tax Outlook
- 1000 – General Fund
- 2000 – Special Revenue Funds
- Rates and Fees
- 6000 - Enterprise Funds
-

August 07 – Approve FY 2024 Preliminary Budget

September 18 – Public Hearing and Final Approval of FY 2024 Budget

LICENSE AGREEMENT

This Agreement is made and entered into this 14th day of April 2023 by and between VANGUARD APPRAISALS, INC., an Iowa corporation, having offices at 1065 Sierra Ct. N.E., Suite D, Cedar Rapids, Iowa 52402 ("Vanguard") and Devils Lake City, ND, Assessor ("Client").

WHEREAS, Vanguard owns, and licenses others to use, certain computer application software modules and related materials known as Vanguard Computer Systems *CAMAvision®* software for personal property appraisals and real estate appraisals, and

WHEREAS, Client desires to purchase from Vanguard a non-exclusive license and right to use selected portions or modules of the Vanguard Computer Systems *CAMAvision®* software and related materials solely for Client's own purpose of appraising real estate and/or personal property, and Vanguard is willing to grant Client such a license subject to the terms and conditions of this Agreement.

Now therefore, the parties agree as follows:

1. **LICENSED MATERIALS.** "Licensed Materials" shall mean the selected portions or modules of the Vanguard Computer Systems *CAMAvision®* software identified on Schedule A attached hereto and incorporated herein by reference, and any related documentation or materials, and any updates and additions to such software, documentation or materials, to be furnished to Client under this Agreement from time to time.
2. **GRANT OF LICENSE.** Vanguard grants to Client and Client accepts, on and subject to limitations, terms and conditions set forth in this Agreement, a non-exclusive, non-transferable right and license to use Licensed Materials solely for Client's personal and internal purpose of appraising real estate and/or personal property. Each module of the Licensed Materials may only be installed and used on one server at a time, and the Licensed Materials may only be accessed at any one time by the number of users for which Client has paid a license fee as set forth in Schedule A. Additional licensed users for each of the Licensed Materials and additional modules of the Vanguard Computer Systems *CAMAvision®* software may be added to this License Agreement as Licensed Materials through supplements to Schedule A approved in writing by both Vanguard and Client, or pursuant to a new License Agreement executed by the parties.
3. **LICENSE FEES.**
 - (a) Vanguard shall supply the modules of the Licensed Materials and/or Internet Service listed on the attached Schedule A and Vanguard will invoice Client for, and Client agrees to pay, the license fees indicated on the attached Schedule A.
 - (b) All license fees are exclusive of shipping charges and any federal, state, provincial or local taxes, including any sales, use, VAT or other taxes imposed on this transaction, the license fees, or on Licensee's use or possession of the Licensed materials, all of which, if any, shall be paid by Client without deduction from the license fees.
 - (c) Fees paid or payable by Client for the purchase of the license for the Licensed Materials are not refundable by Vanguard, and no adjustment will be made to such fees if Client discontinues use of the Licensed Materials or if Vanguard terminates this Agreement under Section 8(b) below. Vanguard reserves the right to collect 75% of the total license fees should the client choose to cancel this Agreement prior to installation of the Licensed Materials.
4. **LIMITATIONS ON USE OF THE LICENSED MATERIALS.** Client shall not, directly or indirectly:
 - (a) allow the modules contained in the Licensed materials to be used at any point in time by more than the number of persons for whom a licensee fee has been paid, as specified on Schedule A, and all such use may only be by those persons using such modules for the benefit of Client in the course and scope of their employment as an employee of Client;
 - (b) copy, modify or create derivative works of the Licensed Materials;
 - (c) transmit, translate, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Licensed Materials;
 - (d) without the prior written consent of Vanguard, which consent may be withheld by Vanguard in its sole discretion, assign this Agreement, or rent, lease, license, sublicense the Licensed Materials to any other person, or transfer,

allow access to, distribute or otherwise make available License Materials to independent contractors or others who do not receive a Form W-2, Wage and Tax Statement, from Client, as used in the United States income tax system as an information return to report wages paid to employees and the taxes withheld from them, or to allow others to do so; or;

(e) incorporate the Licensed Software, in whole or in part, into a product which Vanguard determines is designed to compete with the Licensed Materials, which will include, but not be limited to, local databases or Web-based search engines; or

(f) make more than one copy of the Licensed Materials for backup.

5. **CONFIDENTIALITY.**

(a) Client covenants and agrees as follows:

(1) to receive and hold in confidence all Confidential Information revealed to Client by Vanguard pursuant to this Agreement;

(2) to not disclose any Confidential Information except to regular employees of Client who will receive a Form W-2, Wage and Tax Statement, from Client, in the current tax year (hereinafter referred to as "Client's Representatives") who have a reasonable need-to-know, who know of Client's obligations hereunder, and who are under like obligations with respect to Confidential Information received hereunder by virtue of their employment relationship with Client. Client assumes full responsibility for the compliance of Client's Representatives with the restrictions of this Agreement, all of which restrictions shall apply to and bind Client's Representatives. Any other disclosure of Vanguard's Confidential Information shall require Vanguard's prior written permission and execution of a similar agreement.

(3) not to use any Confidential Information for itself or for any third party or for any reason or purpose other than solely for its own purpose of appraising real estate;

(4) not to use any Confidential Information in any way detrimental to Vanguard (it being acknowledged that any use of Confidential Information by Client for purposes other than to solely for its own purpose of appraising real estate will be deemed detrimental to Vanguard and that no such use shall allow any disclosure that violates paragraph 5(a)(2) above; and

(5) at any time, upon the written request of Vanguard, (i) immediately return to Vanguard all copies of Licensed Materials and all additional documents and things within Client's possession, custody or control containing or reflecting any Confidential Information, (ii) irretrievably delete or erase all Confidential Information from any electronic storage medium (i.e., computers, computer disks, zip drives, etc.) within Client's possession, custody or control and provide Vanguard with a written statement confirming that all Confidential Information of Vanguard has been returned or deleted, and (iii) make no further use of the Confidential Information.

(b) As used in this Agreement, "Confidential Information" shall mean information relating to the Licensed Materials presented or disclosed to Client by Vanguard, whether such information is presented or disclosed in writing, electronic form, orally or obtained by visual inspection. Client agrees and acknowledges that such Confidential Information is not generally known to Vanguard's competitors, which gives Vanguard a competitive advantage over others who do not possess such Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information (regardless of how it may be marked) which (a) is already rightfully known to Client unless it is only known by Client due to Vanguard's disclosure of Confidential Information to Client prior to the execution of this Agreement, (b) was or becomes publicly known without disclosure by Client, (c) was or is acquired by Client from a third party, provided that the third party providing such information has not thereby breached any agreement with, or acted in derogation of, any confidential relationship with Vanguard, or (d) is disclosed pursuant to the lawful requirement of a government agency or is required by operation of law provided that Client gives Vanguard written notice of said disclosure request and a copy thereof so that Vanguard can take action, if any, to protect its Confidential Information. The burden shall be on Client to establish that information pertaining to Vanguard and/or the Licensed Materials is not Confidential Information.

6. **LIMITED WARRANTY.**

(a) Vanguard warrants that during the Warranty Period (as defined below) the software module(s) contained in the Licensed Materials will be free from material, reproducible programming malfunctions or defects and will operate in all material respects in conformity with the current specifications for such module(s) published by Vanguard. Vanguard does not warrant that the modules in the Licensed Materials will operate uninterrupted or error free.

(b) As the sole obligation of Vanguard and the sole remedy of Client under the foregoing warranty, Vanguard will seek to correct, through the means Vanguard determines to be most appropriate, any malfunction or defect in such Licensed Materials at no additional charge to Client within a reasonable time after they become known, provided (1) such malfunctions or defects are reported to Vanguard by Client within twelve (12) months from the effective date of this Agreement or thereafter during any period in which Client maintains a Service Contract with Vanguard under which Client is current and not in default (the "Warranty Period"), and (2) Vanguard is able to reproduce and confirm the reported malfunction or defect.

(c) The foregoing limited warranty shall be null and void, and Vanguard shall have no warranty obligation with respect to any software module contained in the Licensed Materials if such module is modified or altered by any party other than Vanguard, its employees or agents, or such module is used for purposes for which it was not intended or for purposes not authorized by this Agreement, or the module was damaged due to causes external to such software (e.g., a power surge or electromagnetic field, etc.). Vanguard shall have no responsibility for any hardware failures.

(d) THE LICENSED MATERIALS ARE OTHERWISE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VANGUARD FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY. FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INTERFERENCE WITH ENJOYMENT OR FROM NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LICENSED MATERIALS REMAINS WITH CLIENT.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VANGUARD OR ITS SUPPLIERS BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF VANGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT. In no event shall Vanguard's liability for the performance or nonperformance of this Agreement, or otherwise, exceed the amount actually paid to Vanguard under this Agreement.

7. **TITLE.** Title, ownership, rights and intellectual property rights in and to the Licensed Materials shall remain in Vanguard and/or its suppliers. The Licensed Materials are protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Licensed Materials is the property of the applicable content owner and may be protected by applicable copyright or other law. This license gives you no rights to such content.

8. **TERM.**

(a) The rights granted by Vanguard shall take effect on the date first written above and shall remain in force as long as Client is in compliance with the limitations, terms and conditions of this Agreement, provided Vanguard reserves the right to change this Agreement when deemed necessary in Vanguard's discretion due to changes in technical specifications.

(b) Vanguard further reserves the right to terminate this Agreement and any Service Contract by written notice to Client if Client fails to comply with any of the limitations, terms or conditions set forth in this Agreement and such failure continues for a period of ten (10) days after Client receives written notice of such failure from Vanguard.

(c) Upon termination of this Agreement in accordance with Section 8(b), Client shall cease to use, and promptly relinquish and return to Vanguard the Licensed Materials, and Vanguard shall have the right to uninstall Licensed Materials from the Client's system. Sections, 4, 5, 6, 7 and 10 shall survive any termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES OF CLIENT.** Client represents and warrants to Vanguard as follows:

(a) Client has taken all necessary action to make this Agreement legally binding on Client, that the individual signing this Agreement on behalf of Client has been fully authorized and empowered to execute this Agreement on behalf of Client, and this Agreement constitutes a legal, valid and binding obligation of Client in accordance with its terms, (b) no consent,

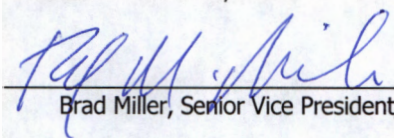
Vanguard Appraisals, Inc.

approval or authorization by any other party or governmental authority is required in connection with the execution, delivery, validity or enforceability of this Agreement; and (c) Client has funding sufficient for Client to fulfill its obligations under this Agreement.

10. **MISCELLANEOUS.** (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof; (b) this Agreement may be amended only by a writing signed by both parties; (c) this Agreement shall be governed by the laws of the State of North Dakota, without regard to conflicts of law provisions, (d) if any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect; (e) a waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof; (f) the provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination; (g) neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control; (h) Vanguard shall be entitled (without the necessity of posting any bond or establishing the inadequacy of damages as a remedy) to specific performance and injunctive relief to correct or enjoin any breach or threatened breach of Sections 4 and 5, in addition to all other remedies which might be available at law or in equity; and (i) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this LICENSE AGREEMENT to be executed by their duly authorized representatives in duplicate as of the date and year first above written.

VANGUARD APPRAISALS, INC.

By:  _____
Brad Miller, Senior Vice President/CIO

ND0012
Devils Lake City

By: _____
Official Title: _____
Date: _____

Devils Lake City (County Commissioner Signature Required)

By: _____
Official Title: _____
Date: _____

SCHEDULE "A"
Devils Lake City ND0012

LICENSED MATERIALS:

FEE:

VCS Backup
License No. - BCKUP136

\$ 400.00

Total

\$400.00

SERVICE CONTRACT

VCS Backup

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Devils Lake City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a one year period upon software installation or commencing on 07/07/2023 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 1 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:

License - BCKUP136

VCS Backup\$ 150.00 *

*prorate into CONSOL112 after install

All payments to Vanguard under this Service Contract shall be payable in U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of North Dakota without regard to conflicts of law provisions. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT
Signature Page

VANGUARD APPRAISALS, INC.

By: _____



Brad M. Miller, Senior Vice President/CIO

Dated: March 7, 2023

ND0012
Devils Lake City

By: _____

Official Title: _____

Date: _____

Devils Lake City (County commissioner signature required)

By: _____

Official Title: _____

Date: _____

BCKUP136

VCS Backup

RESOLUTION TO SET THE LIMIT OF LIABILITY ON THE COMMERCIAL BLANKET BOND OF THE CITY OF DEVILS LAKE, NORTH DAKOTA

WHEREAS, The Board of City Commissioners of the City of Devils lake, North Dakota (The "City") finds and determines that it is necessary to keep the current level of liability on the Commercial Blanket Bond at \$2,000,000.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Under ND Century Code #40-13-02, the bond must be an amount fixed by the governing body of the City, and set by resolution each year, normally in June. The amount should be at least equal to 25% of the average amount of money that has been subject to the auditor's control during the preceding fiscal year as determined by the total of the daily balances of the auditor for the calendar year divided by the figure three hundred or the sum of 250,000 whichever is least.

Adopted this 5th day of June, 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.

DEVILS LAKE POLICE

222 WEST WALNUT STREET • DEVILS LAKE, NORTH DAKOTA 58301-3596
PHONE 701-662-0700 • FAX 701-662-0728

JOSEPH KNOWSKI
CHIEF OF POLICE



Staff Report

*Concur + Recommend
SH*

Request: Purchase of 2nd 2023 Ford Explorer Police Package.

Amount Requested: \$44,000.00 + 13,500 (equipment and radio) = \$55,000.00

Situation: Devils Lake Cars contacted the DLPD and asked if we were interested in a 2nd 2023 Ford Explorer.

This vehicle was ordered by the Nelson County Sheriff's Department when we ordered our vehicle 9 months ago.

Nelson County said they can not pay for the vehicle.

We were projected for two vehicles in the 2024 budget but with the availability of a second vehicle now we would only do one (1) vehicle in 2024.

Vehicle maintenance costs on the two oldest vehicles have skyrocketed over the last 6 months totaling over \$15,000.00 (Transmission, Alternators and batteries).

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
5-Jun-23

VENDOR	AMOUNT DUE
---------------	-------------------

AIRPORT

Airport Assoc of ND	\$500.00
Capital One Trade Credit-Mac's	\$11.61
Farmer's Union Insurance	\$15,600.00
Gleason Construction	\$97,200.00
Keller's Briteway	\$100.00
Lake Region Sheet Metal	\$4,100.00
Lakota American	\$71.50
Mead & Hunt	\$40,870.39
ND American Legion	\$215.00
Service Tire	\$29.97
Sparklight Advertising	\$880.00

CITY

Advance Auto Parts	\$61.12
Advance Counseling for Change	\$800.00
Amazon Capital Services	\$3,596.20
Andrew Johnson	\$280.00
Aramark	\$699.78
AT & T	\$2,636.12
Bergstrom Electric	\$4,460.20
Boy Scout Troop 31	\$250.00
Butler	\$1,963.08
Capital One-Walmart	\$452.10
Capital One Trade Credit-Mac's	\$1,600.62
Central Square Technologies	\$4,991.00
Champion Media-DL Journal	\$3,998.01
CivicPlus	\$492.45
Corporate Technologies	\$4,406.93

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
5-Jun-23

VENDOR	AMOUNT DUE
Dakota Implement	\$3,051.34
Decorated Wearables	\$137.00
DL Chamber of Commerce/Tourism	\$33,615.85
Devils Lake Greenhouse	\$1,696.00
Devils Lake Park Board	\$39,217.01
Ecolab	\$215.22
Exhaust Pros	\$143.00
Ferguson Waterworks	\$5,761.43
Flexible Pipe Tool Company	\$13,005.60
Gessner Iron Works	\$607.73
Grand Forks Fire Equipment	\$1,053.99
GF Fraternal Order of Police	\$60.00
HE Everson	\$35.65
Harold's Auto Marine & Electric Motor	\$3,411.30
Hawkins	\$10,409.33
Home of Economy	\$332.05
Homewood Suites	\$882.00
International Code Council	\$47.50
Interstate Billing Service	\$188.46
JP Cooke	\$82.05
JB Vending	\$25.88
Joe Knowski	\$55.65
John Deere Financial	\$127.49
Keller's Briteway	\$22.00
Kustom Signals	\$1,885.13
Lakeside Surveillance	\$387.34
Lake Region Corporation	\$8,162.00
Lake Region Public Library Foundation	\$232.75
LEAF	\$322.39
Leevers	\$42.86
Leon's Building Center	\$38.78

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
5-Jun-23

VENDOR	AMOUNT DUE
Mark's Greenhouse	\$4,713.63
McMaster-Carr Supply Company	\$251.52
Minnie H Express Car Wash	\$239.92
Miranda Opdahl	\$28.00
Motorola	\$195.00
North Dakota University System	\$1,160.44
ND Dept of Transportation	\$2,135.28
ND Dept of Health-Microbiology	\$200.00
Newby's	\$9.99
National Fire Protection	\$175.00
Nick Holter	\$280.00
Nodak Electric	\$14,810.14
Northstar Auto	\$31.00
ND Fraternal Order of Police-State Lodge	\$405.00
Nutrien Ag Solutions	\$486.00
O'Reilly's Automotive	\$59.90
Ottertail Power	\$18,652.71
Prairie Truck & Tractor	\$70.69
Quadient Leasing	\$260.70
Quill	\$601.96
Ray's Painting Service	\$5,700.00
Razor Tracking	\$75.00
Relentless DBA Desert Snow	\$1,298.00
Reslock	\$533.58
Rey Hennen	\$84.00
Robert Johnson	\$254.20
Samantha Rodriguez-Flores	\$28.00
Sanitation Products	\$314.39
Service Tire	\$286.02
Sirchie Acquisition Company	\$78.00
Sue Schwab	\$126.00

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
5-Jun-23

VENDOR	AMOUNT DUE
Swanston Equipment	\$219.84
Tanya Weiler	\$1,000.00
Toshiba	\$17.70
Tractor Supply Credit	\$1,549.55
Usable Life	\$582.28
Wang's Welding & Machining	\$1,050.00
 TOTAL LIST OF BILLS	 \$373,484.30