



City Commission Meeting Agenda

Devils Lake City Hall Commission Chambers

423 6th St NE, Devils Lake, 58301

Monday, November 6, 2023

Meeting Items

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Minutes – October 16, 2023

Awards and Proclamations

- 1) N/A

Public Hearings – 5:30 PM

- 1) Public Hearing Approve Subdivision – The Tips
 - a. The Tips

Bid Openings – 5:30 PM

- 1) N/A

Visitors or Delegations

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

- 1) DLPS Superintendent – Ned Clooten

Commission Portfolios

- 1) Notice of Resignation – Chief of Police May 1, 2024

Old Business

- 1) Agreement to Install & Maintain Columbarium in the Devils Lake Cemetery – Gilbertson Funeral Home

Consent Agenda

- 1) N/A

New Business

- 1) ICS Deposit Placement Agreement – Bremer Bank
- 2) Authorize Call for Bids – Sidewalk Snow Removal
- 3) Create Street Improvement District 79-24
- 4) Approval of Purchase of Davis Flats Property

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
October 16, 2023

The regular meeting of the Devils Lake City Commission was held on September 16, 2023 with the following members present: President Moe, Rob Hach, Shane Hamre, and Dale Robbins.

Commissioner Hamre moved to approve the minutes of the regular Commission meeting held on September 18, 2023. The motion was seconded by Commissioner Hach, and the motion carried unanimously.

Bid Opening – Snowplow – The City Administrator opened one (1) bid from Butler Machinery in the amount of \$40,525.00. Commissioner Robbins made a motion to pass the bid to the Engineering department for review. Commissioner Hamre seconded the motion, and the motion carried unanimously.

Commissioner Hach – The City Engineer communicated that the Sanitation Department has completed special pickups and the Sanitation Supervisor is working on numbers to compare to last year. The City Assessor communicated that he did not have an update.

Commissioner Hamre - The City Engineer communicated thanked the Utility Department for helping work on the 2nd St watermain replacement. He also communicated that docks will be pulled out this week/early next week.

Commissioner Robbins – The City Engineer communicated that the Street Department is starting to prepare for winter. For the Engineering Department, he communicated that the snowplow bid meets all the specifications that it needed to. He recommended the award to Butler Machinery. Commissioner Robbins made a motion to approve the recommendation. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

The Fire Chief communicated that there is not an update for the Fire Department.

The Police Chief communicated that there is not an update for the Police Department.

The City Administrator communicated that at the next City Commission meeting there should be a game plan with Gilbertson Funeral Home on the columbarium in the Devils Lake Cemetery. He also communicated that we are working with Bremer Bank on gaining the most interest on our accounts and we should have something on that for the next meeting as well.

The City Attorney communicated that there will be a joint meeting between the City, County, and the LEC regarding the property and the JPA. He also mentioned that they have sent out a second notice on junk nuisances.

President Moe communicated that they have a roundtable with Senator Hoeven and one of the CEO's from CHI St Alexius regarding the hospital. He mentioned that they took a tour of the hospital and they all saw concerns, and all agreed that it is in need of improvement. He communicated that there will be another roundtable with Senator Hoeven and he will let the Commissioners know when that is going to happen.

MidState Volunteer Program – Brenda Bergsrud gave an update on what Midstate Volunteering does and how it helps out the community. She mentioned that many universities are now requiring a professional letter for volunteer hours, in which MidState provides them as long as they are qualified for it. She also mentioned that they help the elderly people in the community get up and out of their house once they are retired so that they keep themselves busy. Commissioner Hach made a motion to approve the funding, which is \$500.00/month. Commissioner Hamre seconded the motion. The motion carried unanimously on a roll call vote.

Pay Estimate #2 – City Project 230201 – Water Main Replacement 28-23 & 29-23 – The City Engineer communicated that this pay estimate is for \$266,409.60 and will be paid to Kemper Construction. Commissioner Hamre made a motion to approve pay estimate #2. Commissioner Robbins seconded the motion. The motion carried unanimously on a roll call vote.

Resolution Vacating Property Set Aside for Public Use – The City Assessor communicated that the said property is an unnamed street lying southerly and adjacent to Lots 1-11, of which Lots 3-9 have been previously vacated, Block E, First Addition to Riggin Acres, Ramsey County, North Dakota. Ownership of said vacated property shall be evenly distributed to adjacent property owners. Commissioner Hach made a motion to approve the resolution. Commissioner Hach seconded the motion, and the motion carried unanimously.

Urban Area Boundary – The City Engineer communicated that there were several updates requested by the NDDOT that must occur to accommodate the identified changes in population, highway classification, and urban planning. To accommodate this request, the City has made several changes to the Urban Area Boundary. The Urban Area defines potential development and future roadways adjacent to the City. Once this boundary is updated and approved, the City will be updating the functional classification designations for the City's roadways. Commissioner Robbins made a motion to approve the

urban area boundary. Commissioner Hach seconded the motion, and the motion carried unanimously.

Certification of Special Assessments – The City Administrator gave an update on the Special Assessments that need to be certified.

- 2022-2023 Curb, Gutter and Sidewalk – Commissioner Hamre made a motion to certify 2022-2023 Curb, Gutter and Sidewalk. Commissioner Hach seconded the motion, and the motion carried unanimously.
- 2023 Parking Assessment – Commissioner Robbins made a motion to certify 2023 Parking Assessment. Commissioner Hach seconded the motion, and the motion carried unanimously.
- 2023 Miscellaneous – Commissioner Hach made a motion to certify 2023 Miscellaneous. Commissioner Hamre seconded the motion, and the motion carried unanimously.
- Street Imp #77-21 – Commissioner Robbins made a motion to certify Street Imp #77-21. Commissioner Hach seconded the motion, and the motion carried unanimously.
- Street Imp #78-22 – Commissioner Hamre made a motion to certify Street Imp #78-22. Commissioner Robbins seconded the motion, and the motion carried unanimously.

Budget Amendment 23-07 City Server Replacement – The City Administrator communicated that the servers for the City were installed in 2016 and they will have reached their end of life at the end of this October. He communicated that the new servers will have an estimated useful life of 5-7 years. He mentioned that City budgets \$15,000 every year for computer upgrades but does normally does not spend nearly the full amount. \$15,000 was budgeted for 2023 and therefore staff is requesting and recommending approval of budget amendment 23-07. Commissioner Robbins made a motion to approve budget amendment 23-07. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

2nd Reading Ordinance 991 – Cooperative Purchasing Agreement for Procurement of Equipment and Resources – Commissioner Robbins made a motion to approve Ordinance 991. Commissioner Hach seconded the motion, and the motion carried unanimously.

2nd Reading Ordinance 992 – Snow Removal and Street Maintenance – Commissioner Hamre made a motion to approve Ordinance 992. Commissioner Hach Seconded the motion, and the motion carried unanimously.

Bridgette Cavallo mentioned she came to a Commission meeting about a year ago asking about some statues and President Moe communicated that they are being prepped to go to the VFW. She also expressed concerns with snow

removal and how mounds at the end of their driveways are difficult to move. The City Assessor communicated that he would talk to her about this.

Quarter 3 Sales Tax and Utility Billing YTD Information

September 2023 Finance Report

Commissioner Hamre 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 Planning Commission will hold a public hearing on October 26, 2023, 7:00 am, City Office, 423 6th St NE, Devils Lake, ND, to review the final subdivision plat for The Tips located adjacent to Wilcox Sub on Cty Rd 1. 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: 10-19-23

Notice of Public Hearing

The Devils Lake City Commission will hold a public hearing on November 6, 2023, 5:30 pm, City Office, 423 6th St NE, Devils Lake, ND, to review the final subdivision plat for The Tips located adjacent to Wilcox Sub on Cty Rd 1. 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: 10-19-23, 10-26-23

devils lake

Planning Commission

Date: October 31, 2023

To: President Moe and City Commissioners

From: Devils Lake Planning Commission *dlc*

Re: Final Subdivision Plat

The Devils Lake Planning Commission took action at their October 26, 2023 meeting to recommend approval of the final subdivision plat for The Tips contingent on drainage approval from the County and Township.

THE TIPS
A REPLAT OF OUTLOT 05-0158,
SW1/4, SECTION 8, TOWNSHIP 153 NORTH, RANGE 64 WEST
RAMSEY COUNTY, NORTH DAKOTA

CERTIFICATE OF SURVEY:

I, David K. Hovendick, certify that I am a Professional Registered Land Surveyor in the State of North Dakota and that a boundary survey was performed by me or under my direct supervision around the property described as follows:
Outlot 05-0158, part of the Southwest Quarter (SW1/4), Section 8, Township 153 North, Range 64 West of the 5th P.M., Ramsey County, North Dakota. Contains 16.63 acres, more or less.
I further declare that monuments were set in the ground as depicted at all lot corners and boundary corners. I also declare that all bearings and distances are true and correct to the best of my knowledge.

David K. Hovendick
ND Registration Number 3612

Date

DEDICATION

I, Dustin Noble the undersigned, declare that I have legal ownership of Outlot 05-0158 in the Southwest Quarter (SW1/4), Section 8, Township 153 North, Range 64 West of the 5th P.M., Ramsey County, North Dakota and that I have directed Outlot 05-0158 to be replatted into a subdivision made up of Lots, Block, utility easements, and public road right of ways. Said subdivision of land shall forevermore be known as THE TIPS. I hereby declare the following dedications:

Augusta Avenue and Pinehurst Court are dedicated as public road right of ways, public utility easements and as public drainage easements. The 10 foot strip of land that abuts Augusta Avenue and Pinehurst Court as depicted on the affixed plat are dedicated as public utility easements. The East 15 feet of Lot 12 and the West 15 feet of Lot 11, Block One are dedicated as a 30 feet wide strip easement specifically for the ingress and egress of emergency vehicles. The North 8 feet of Lot 11, the South 8 feet of Lot 10, the North 8 feet of Lot 7, the South 8 feet of Lot 6, along with the 16 feet wide drainage easement depicted in the Southwest corner of Lot 13, Block One are all dedicated as storm water drainage easements for above ground drainage ditches or under ground pipe installation and maintenance purposes.

Dustin Noble

State of North Dakota)
County of Ramsey) SS

On this _____ day of _____, 20____ A.D. before me a Notary Public for said County and State, personally appeared Dustin Noble known to me to be the person described herein and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public
Ramsey County, North Dakota
My Commission expires: _____

PLANNING AND ZONING COMMISSION

This subdivision of land described and depicted by David K. Hovendick, that is a replat of Outlot 05-0158 into a subdivision of and to be known as The Tips, situated in the Southwest Quarter (SW1/4), Section 8, Township 153 North, Range 64 West, of the 5th P.M., Ramsey County, North Dakota, is hereby approved on this day of _____, 20____ A.D.

Larry Liere, Chairman
Planning & Zoning Commission

Helen Carlson, Secretary
Planning & Zoning Commission

State of North Dakota)
County of Ramsey)

On this _____ day of _____, 20____ A.D. before me a Notary Public for said County and State, personally appeared Larry Liere and Helen Carlson, known to me to be the persons described herein and who executed the foregoing instrument and acknowledged to me that they executed the same in the name of the City of Devils Lake, North Dakota.

Notary Public
Ramsey County, North Dakota
My Commission expires: _____

DEVILS LAKE CITY COMMISSION SUBDIVISION APPROVAL:

I, Jim Moe, being the duly elected Mayor of the City of Devils Lake, hereby declare that this subdivision plat to be known as THE TIPS, that is a replat of Outlot 05-0158 in the Southwest Quarter (SW1/4), Section 8, Township 153 North, Range 64 West of the 5th P.M., Ramsey County, North Dakota as described and depicted by David K. Hovendick is hereby approved on this _____ day of _____, 20____ A.D.

Jim Moe, Mayor/President
City of Devils Lake, North Dakota

State of North Dakota)
County of Ramsey)

On this _____ day of _____, 20____ A.D. before me a Notary Public for said County and State, personally appeared James Moe, known to me to be the person described herein and who executed the foregoing instrument and acknowledged to me that he executed the same in the name of the City of Devils Lake.

Notary Public
Ramsey County, North Dakota
My Commission expires: _____

State of North Dakota)
County of Ramsey) SS

I hereby certify that Ramsey County, North Dakota
taxes and special assessments are paid and
transfers accepted this
_____ day of _____, 20____ A.D.

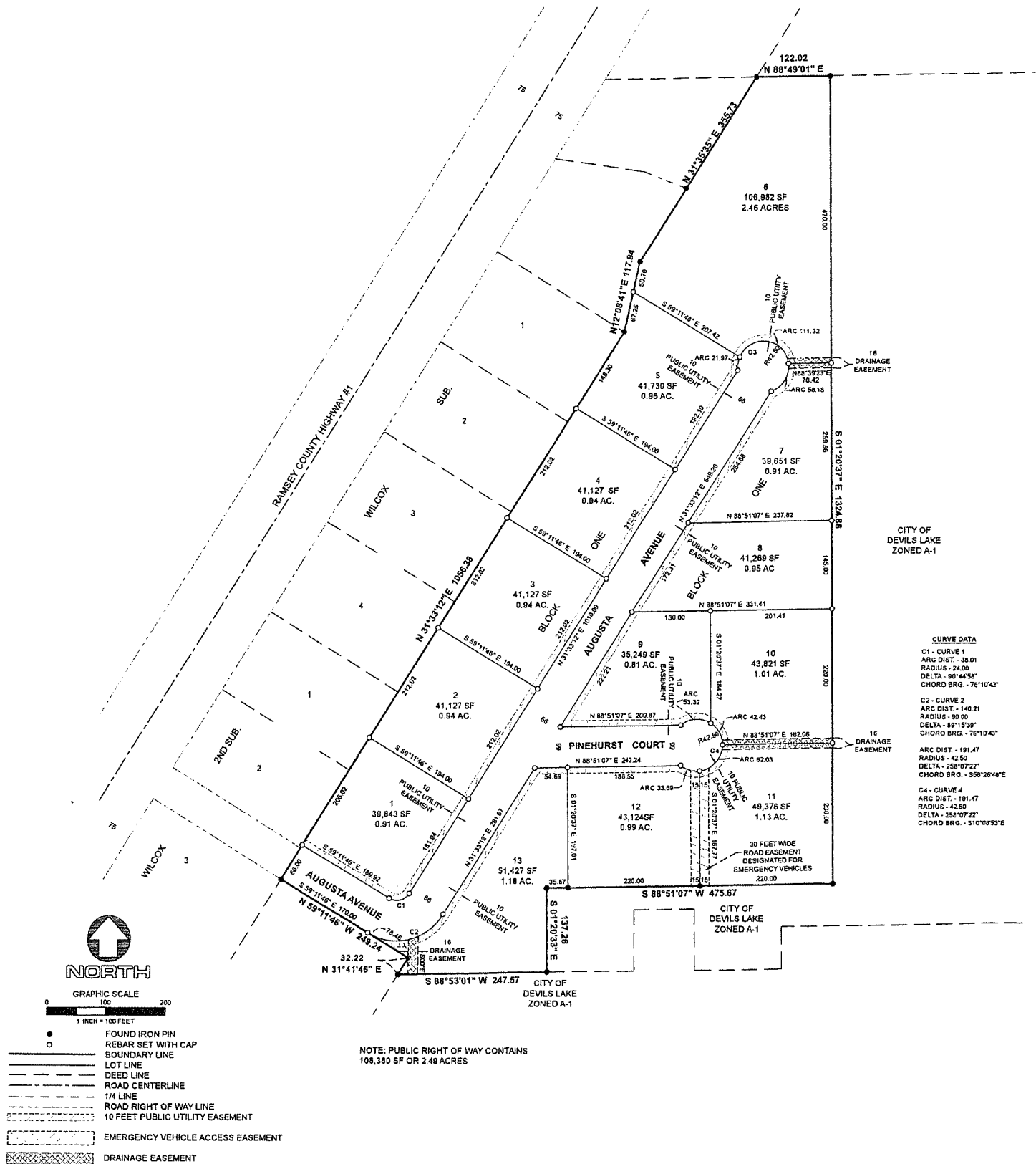
Kandy K. Christopherson
Ramsey County Auditor

By: Deputy

State of North Dakota)
County of Ramsey) SS

I hereby certify that this instrument was filed in this office of record on
this _____ day of _____, 20____ A.D. at _____
O'clock _____ m. and was filed as document number _____,
filed in Plat Cabinet _____ Slide Number _____.

Bev Bachmeier
Ramsey County Recorder



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

November 1st, 2023

To: City Commissioners

From: Joseph Knowski
Chief, DLDP

Ref: Resignation Letter

To the City Commission:

Kindly accept this letter as my **formal resignation** as Chief of Police with the City of Devils Lake. My last day is expected to be on May 1st, 2024, approximately 6 months from today. This will give the City ample opportunity to find a suitable replacement for my position.

I am incredibly grateful for the opportunities that I have been given in this position. I value the insights that I have learned over these last 6 years, and I expect them to help me in my future endeavors. I would also like to thank you for being supportive of my individual and professional growth. I have enjoyed working with you and the rest of the team.

Let me know how I can help in making the transition of responsibilities as seamless as possible for everyone involved. Thank you.

Sincerely,

Joseph Knowski
Chief, DLDP

AGREEMENT
TO
INSTALL AND MAINTAIN A COLUMBARIUM
IN THE
DEVILS LAKE CEMETERY

THIS AGREEMENT is made and entered into this 6TH day of November, 2023, by and between the City of Devils Lake, a municipal corporation, which has an address of 423 6th St. NE, P.O. Box 1048, Devils Lake, ND 58301-1048, party of the first part, referred to herein as "City," and Gilbertson-Gloger Funeral Home, Inc., who has an address of 509 Hwy 2 W, PO Box 632, Devils Lake, ND 58301, party of the second part, referred to herein as "Funeral Home."

WITNESSETH:

WHEREAS, City does own and operate a public Cemetery within the City of Devils Lake, ND. Said Cemetery property is described as Outlot 44-0037 on file as document #211577 in the Office of the Ramsey County Recorder; and

WHEREAS, Funeral Home wishes to design, construct, fund, operate and maintain a Columbarium within the City Cemetery. Proposed columbarium will be comprised of three (3) separate columbarium units, containing a total of 168 niches; and

WHEREAS, Funeral Home requests the City lease the Funeral Home an approximate 50 foot by 55 foot section of property within the City Cemetery to allow Funeral Home to construct, operate and maintain the proposed columbarium; and

WHEREAS, lease location is more particularly described as:

A parcel of land situated in the North Half of the Southeast Quarter (S1/2SE1/4), Section 35, Township 154 North, Range 64 West in Ramsey County, North Dakota described as follows:

Commencing at the Southwest corner of Outlot 44-0037 described in Document #271577 on file in the office of the Ramsey County Recorder; thence N83°40'33"E along the Southerly line of said Outlot a distance of 370.58 feet; thence N01°11'00"W, 24.00 feet to the **Point of Beginning**; thence N01°11'00"W a distance of 55.00 feet, thence N83°40'33"E a distance of 50.00 feet, thence S01°11'00"E a distance of 55.00 feet, thence

S83°40'33"W a distance of 50.00 feet to the point of beginning. Said parcel of land contains 2,750 square feet, more or less. See attached general location map.

WHEREAS, the parties wish to memorialize the agreement they have made to allow the Funeral Home to construct and operate a columbarium on property leased to the Funeral Home by the City; and

NOW, THEREFORE, based upon the mutual covenants and agreements which the parties acknowledge as sufficient, it is hereby agreed by and between the parties as follows:

1. The City will provide a forty (40) year lease to the Funeral Home to construct, operate and maintain the columbarium. Said lease may be renewed or terminated by mutual consent of both parties. City may cancel lease if Funeral Home does not fulfil all terms and conditions of this agreement. If lease is cancelled by the City, Funeral Home may either relocate columbarium units and restore lease area to City satisfaction, or turn ownership of columbarium units and adjoining improvements over to the City.

2. Columbarium shall be considered property of the Funeral Home and may be assigned to new owners upon sale of the Funeral Home. If purchase of the Funeral Home does not include conveyance of the Columbarium, City shall become owner of the Columbarium and improvements.

3. City shall assume ownership of the columbarium and improvements at the end of the forty (40) year term. Unsold niches at the end of the forty (40) year term shall become property of the City.

4. Funeral Home shall provide the City 5% of the total sale price of each niche sold within the columbarium as payment for the leased space for the columbarium. Sale price shall include all fees associated with purchase of the niche, including opening/closing fees, price of the niche, engraving and any other miscellaneous fee included in the niche purchase.

5. Funeral Home shall provide the City with drawings and product information for all materials used in the construction of the columbarium and adjoining improvements. Columbarium shall be purchased from a company that has at least five years of experience in manufacturing and installing columbariums. References and information related to locations where manufacturer has installed similar columbariums shall be available to the City upon request.

6. Funeral Home shall be responsible for the sale of niches within the columbarium and all record keeping. Funeral Home shall provide the City a copy of all

records associated with sale, ownership, location and names associated with each niche.

7. Funeral Home shall be responsible for all maintenance associated with the columbarium and adjoining improvements. This includes snow removal within the columbarium improvements, opening/closing and engraving of each niche, general cleaning, vandalism repair, and perpetual care of the columbarium and adjoining improvements.

8. The City shall move snow from adjoining roadway and remove snow ridges along roadway near columbarium access point from roadway. City shall mow grass around and adjacent to columbarium.

9. Funeral Home agrees not to remove any trees within the cemetery without the consent of the City. Further the Funeral Home will restore all areas impacted by construction of the columbarium and adjoining improvements.

10. Additional columbarium units or changes to the columbarium improvements proposed with this agreement shall be approved by the City.

11. Funeral Home agrees to indemnify and hold harmless the City from any and all claims resulting from the Funeral Home's use of the easement area.

12. This agreement is binding upon the parties, their heirs, successors and assigns.

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

14. Time is of the essence in the performance of each and every term and provision of this agreement.

15. This agreement may be amended only by a written agreement made and entered into between these parties.

Dated the day and year first above written.

CITY OF DEVILS LAKE, Party of the First Part

By: _____

Jim Moe

President, Devils Lake City Commission

ATTESTED TO:

By: _____

Spencer Halvorson

City Administrator/Auditor

GILBERTSON-GLOGER FUNERAL HOME, INC., Party of the Second Part

By: _____

Stephanie Armstrong,

Owner, Gilbertson-Gloger Funeral Home, Inc.

STATE OF NORTH DAKOTA)
)ss
COUNTY OF RAMSEY)

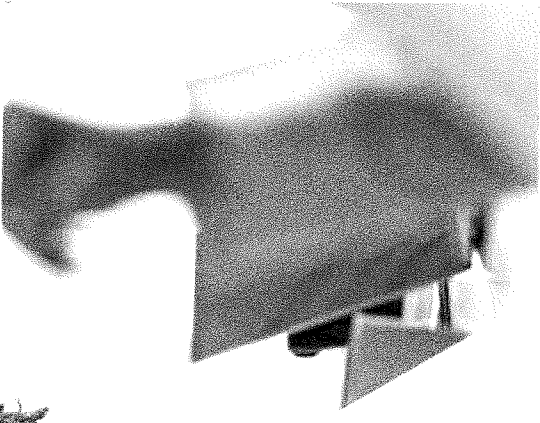
On this _____ day of _____, 2023, before me, a notary public within and for the said county and state, personally appeared Jim Moe, known to me to be president of Devils Lake City Commission and who acknowledged to me he executed the above and foregoing document in the capacity set forth herein.

Notary Public

[illegible]

On this _____ day of _____, 2023, before me, a notary public within and for the said county and state, personally appeared Stephanie Armstrong, known to me to be owner of Gilbertson-Gloger Funeral Home, Inc., and who acknowledged to me she executed the above and foregoing document in the capacity set forth herein.

Notary Public



SMART INVESTING

Access Multi-Million-Dollar FDIC Insurance
and Earn Interest

DDA-MMDA OFFERINGS

BREMER
BANK

Member
FDIC

© 2023 IntraFi Network LLC

INTRAFI CASH SERVICESM

OVERVIEW



IntraFi Cash Service, or ICS, is a smart convenient way to safeguard your large deposits. With ICS your funds are placed into demand deposit accounts or money market deposit accounts.

With ICS, you can

- Enjoy peace of mind knowing your funds are eligible for multi-million-dollar FDIC insurance
- Earn interest
- Save time by working directly with our bank
- Maintain flexibility
- Know the amount of your deposit can be used to invest in your local community¹

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other institutions that use ICS, our bank can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds. IntraFi, ICS, Insured Cash Service are registered service marks, and the IntraFi hexagon and IntraFi logo are service marks, of IntraFi Network LLC.

WHY ICS?



Enjoy Peace of Mind

Relax knowing that your funds are eligible for multi-million-dollar FDIC insurance, protection that's backed by the full faith and credit of the United States government.

No one has ever lost a penny of FDIC-insured deposits.

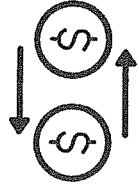


Save Time

Work directly with us—a bank you know and trust—to access multi-million-dollar

FDIC insurance, and say 'goodbye' to tracking collateral on an ongoing basis, managing multiple bank relationships, manually consolidating bank statements, and other time-consuming workarounds.

WHY ICS?



Maintain Flexibility

Enjoy access to funds placed into demand deposit accounts and money market deposit accounts.



Earn Interest

Earn one interest rate per service option.

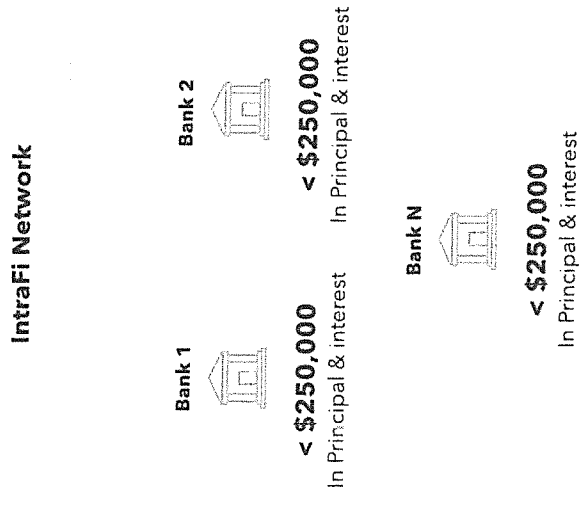


Support Your Community

Feel good knowing that the full amount of your funds placed through ICS can stay local to support lending opportunities that build a stronger community.

HOW DOES ICS WORK?

Through just one bank relationship, you can access FDIC insurance from many.



The depositor must have or set up a transaction account for the use of ICS. If the depositor chooses to place funds in both DDAs and MMDAs, the depositor will need to have a separate transaction account for each.

We, like other institutions that offer ICS, are members of a special network. When your organization uses ICS to place funds, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000 and placed in deposit accounts at other FDIC-insured banks that participate in the same network. You receive just one monthly statement detailing all of your placements, and, as always, your confidential information remains protected.

FOLLOW THESE STRAIGHTFORWARD STEPS

1

You sign an ICS Deposit Placement Agreement and a custodial agreement with us.

4

You can check balances and see where your funds are at all times using an online tool specially developed for ICS.

2

You identify an existing transaction account (or set up a new one) to be used with ICS.

5

You receive one monthly statement from us summarizing your account activity and balances across institutions.

3

Your funds are placed into deposit accounts at other IntraFi network banks.

ON THE BOUNDEDNESS OF THE MAXIMAL FUNCTION OF THE HEDGECOCK-ROSENBLUTH TRANSFORM

Welcome to the ICSSM Depositor Control Panel

Welcome to the Depositor Control Panel for ICS, the Insured Cash SweepSM service. Your funds have been placed by **Bear County Community Bank** through ICS into deposit accounts at depository institutions (each as a Distribution Institution) that participate in this service.

Print → Export

www.d.ods.com

00000

Best Deale Bank
123 Main Street
Anytown, US 12345



Contact Us
1-555-123-4567
contact@bestdealebank.com
www.bestdealebank.com



Sample School District
456 Main Street
Anytown, US 56789

Account
Sample School District

Date
10/31/2019

Page
1 of 4

ICS Monthly Statement

The following information is a summary of activity in your ICS[®] account(s) for the month of October 2019 and the list of FDIC-insured institution(s) that hold your deposits as of the date indicated. These deposits have been placed by us, as your agent and custodian, in deposit accounts through the ICS, or Insured Cash Sweep[®], service. Funds in your deposit accounts at the FDIC-insured institutions at which your funds have been placed will be "deposits," as defined by federal law.

Custom text may be added here.

Summary of ICS Accounts

Account ID	Deposit Option	Interest Rate	Opening Balance	Ending Balance
*****123	Demand	1.10%	\$1,360,086.25	\$1,840,169.17
*****456	Savings	1.66%	3,074,184.30	3,078,556.70
TOTAL			\$4,434,270.55	\$4,918,725.87

Date
10/31/2019

00000

Page
2 of 4

DETAILED ACCOUNT OVERVIEW

Account ID: *****123
Account Title: Sample School District



Account Summary - Demand

Statement Period	10/1-10/31/2019	Average Daily Balance	\$1,276,883.40
Previous Period Ending Balance	\$1,360,086.25	Interest Rate at End of Statement Period	1.10%
Total Program Deposits	1,041,901.07	Statement Period Yield	1.11%
Total Program Withdrawals	(563,011.50)	YTD Interest Paid	3,949.04
Interest Capitalized	1,193.35	YTD Taxes Withheld	0.00
Taxes Withheld	(0.00)		
Current Period Ending Balance		\$1,840,169.17	

Account Transaction Detail

Date	Activity Type	Amount	Balance
10/01/2019	Deposit	\$186.85	\$1,360,273.10
10/01/2019	Withdrawal	(13,923.92)	1,346,349.18
10/02/2019	Withdrawal	(2,846.18)	1,343,503.00
10/03/2019	Withdrawal	(182.96)	1,343,320.04
10/04/2019	Withdrawal	(120,283.16)	1,223,036.88
10/07/2019	Withdrawal	(35,027.69)	1,188,009.19
10/08/2019	Withdrawal	(47,794.92)	1,140,214.27
10/09/2019	Deposit	4,355.56	1,144,569.83
10/10/2019	Withdrawal	(6,132.60)	1,138,437.23
10/11/2019	Withdrawal	(3,593.04)	1,134,844.19
10/15/2019	Withdrawal	(4,357.52)	1,130,486.67
10/16/2019	Deposit	198,195.00	1,328,681.67
10/17/2019	Withdrawal	(33,296.84)	1,295,384.83
10/18/2019	Withdrawal	(153,246.52)	1,142,138.31
10/21/2019	Withdrawal	(96,453.45)	1,045,684.86
10/22/2019	Deposit	52,072.38	1,097,757.24
10/23/2019	Deposit	242,458.00	1,340,215.24
10/24/2019	Withdrawal	(27,276.06)	1,312,939.18
10/25/2019	Withdrawal	(3,369.96)	1,309,569.22
10/28/2019	Withdrawal	(9,963.65)	1,299,605.57
10/29/2019	Deposit	544,633.28	1,844,238.85
10/30/2019	Withdrawal	(4,029.33)	1,840,209.52
10/31/2019	Withdrawal	(1,233.70)	1,838,975.82
10/31/2019	Interest Capitalization	1,193.35	1,840,169.17

Summary of Balances as of October 31, 2019

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Innerst Savings Banks	Kentstown, MD	**001	\$245,215.56
First Eagleville Bank	Clarksburg, WV	**002	124,023.77

Date
10/31/2019

Page
3 of 4

DETAILED ACCOUNT OVERVIEW

Account ID: *****123
Account Title: Sample School District

Summary of Balances as of October 31, 2019

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Lockland Bank	Springtown, MI	**003	245,228.99
Southstreet Community Bank	Plainesburg, OK	**004	245,228.99
Winchester County Bank	Winchester, PA	**005	245,038.20
Southeast Regional Bank	Atlanta, GA	**006	245,062.54
Loring Savings Bank	Loring, WA	**007	245,228.99
Calera Bank	Memphis, TN	**008	245,015.05
Port Addison Bank	Antioch, CA	**009	127.08

Date
10/31/2019

00000

Page
4 of 4

DETAILED ACCOUNT OVERVIEW

Account ID: *****456
Account Title: Sample School District



Account Summary - Savings

Statement Period	10/1-10/31/2019	Average Daily Balance	\$3,074,359.46
Previous Period Ending Balance	\$3,074,184.30	Interest Rate at End of Statement Period	1.66%
Total Program Deposits	35.25	Statement Period Yield	1.67%
Total Program Withdrawals	(0.00)	YTD Interest Paid	45,748.39
Interest Capitalized	4,337.15	YTD Taxes Withheld	0.00
Taxes Withheld	(0.00)		
Current Period Ending Balance	\$3,078,556.70		

Account Transaction Detail

Date	Activity Type	Amount	Balance
10/01/2019	Deposit	\$35.25	\$3,074,219.55
10/31/2019	Interest Capitalization	4,337.15	3,078,556.70

Summary of Balances as of October 31, 2019

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Alpine National Bank and Trust	Kendall, WI	**010	\$245,345.65
First Bank of Ogdentown	Ogdentown, IA	**011	245,345.65
Bank of North Haverbrook	Cobb, AZ	**012	245,305.31
Copper Savings and Loan	Carson City, NV	**013	134,286.71
Seashore National Bank and Trust	Orlando, FL	**014	202.89
Sperry Sound Bank	Bellevue, OR	**015	245,345.65
Harbor Bell Bank and Trust	Harbor Bell, RI	**016	245,305.29
Huntingfield Bank	Dallas TX	**017	245,345.65
Torrence Bank	Adelaide, NJ	**018	245,345.65
Amsel Bank and Trust	Rome, AR	**019	245,345.65
Capital Bank of St. Loretta	Topeka, KS	**020	245,345.65
Niles Bank	Toledo, OH	**021	245,345.65
Rhinefield Bank and Trust	New York, NY	**022	245,345.65
First Bank of Tiberton	Lynn, MA	**023	245,345.65

Custom text may be added here.



ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

Bremer Bank, National Association

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS®, the IntraFi Cash ServiceSM of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

1. Deposit Placement

1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may



not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only



evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("*Triggering Event*"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("*Root Account*") to the Deposit Accounts at ICS Settlement ("*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("*Program Withdrawal*").

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 set forth Triggering Events applicable to your deposits.

4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next* Business Day ("*Regular Program Deposit*").

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the *same* Business Day ("*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("*Same-Day Deposit Cutoff Time*"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in

a transfer of funds from the Deposit Accounts at ICS Settlement the *next* Business Day ("*Regular Program Withdrawal*").

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day ("*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("*Same-Day Withdrawal Cutoff Time*"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a



Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA") or a Deposit Account that is a money market deposit account ("MMDA"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

5. Placement Feature

5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching

deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has



agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS (*"Exclusions List"*).

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review (*"DPR"*) will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.



(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day ("*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously

transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.



The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be

responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.



8. Additional Considerations

8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish

to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."



(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."

(d) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to

include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

10. Other Provisions

10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.



10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise



provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or

PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: Bremer Bank, National Association

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Devils Lake, ND

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("Agreement"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. Specified Terms

(a) For DDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold Return Threshold
\$ \$

(b) For MMDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold Return Threshold
\$ \$

(c) The Same-Day Deposit Cutoff Time is as follows:

AM PM Eastern ☒ Central Mountain Pacific
(insert time) (check AM or PM) (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Sweep Threshold. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Sweep Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Sweep Threshold.

(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending



Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



Schedule 2 to ICS Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Account Type

☐

We will place deposits for you in DDAs.

☒

We will place deposits for you in MMDAs.

☐

You may use up to six MMDA Program Withdrawals per month.

→

☐

We may place deposits for you in DDAs or in MMDAs.

☒

No per-month MMDA Program Withdrawal limit applies.

(Check one above.)

(If MMDAs will or may be used, check one above.)

2. Placement Feature

☐

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☒

We will use only the Reciprocal Feature in placing deposits for you.

☐

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

Signature of sole or primary Depositor

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

Bremer Bank, National Association

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.
2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.
3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.
4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.
5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.
6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.
7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: Bremer Bank, National Association

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Devils Lake, ND

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



Date: November 6, 2022

To: President Moe and City Commissioners

From: Mike Grafsgaard, City Engineer/Public Works Director

A handwritten signature in blue ink, appearing to read "Mike", enclosed within a blue circular scribble.

Re: Authorize call for bids

The City's snow removal policy requiring City residents to clean snow from their sidewalks has been adjusted to allow City forces or the City's contractor to remove the snow and bill the property owner for sidewalks that have not been cleared within the allotted time following a snow event.

I hereby request authorization to call for bids for a sidewalk snow removal contractor for the 2023-2024 season.

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

**Resolution Creating
Street Improvement District No 79-24
17th St SE, 16th St SE, 8th Ave SE
and Ordering the Preparation of a Preliminary Report**

BE IT RESOLVED by the Board of City Commissioners of the City of Devils Lake, North Dakota, as follows:

1. Pursuant to the provisions of Chapter 40-22 of the North Dakota Century Code, Street Improvement District 79-24 is created for the purpose of improving the above noted roadways through curb and gutter, driveway construction, site grading, new HMA, and miscellaneous items, and to defray a portion of the costs thereof by the levy and collection of special assessments in said District.
2. It is the judgment of this Board of City Commissioners, after consultation with the engineer planning the improvement for the City, the project will specially benefit some of the properties within the district, the size and form of which is defined by reference to the plats and maps on file in the office of the Register of Deeds of Ramsey County, North Dakota, as follows:

Parcels of land included within the boundary described as follows:

Beginning at the SW corner of Lot 1, Block 3, Stromquist 4th Addition; Thence Easterly to the NW corner of Lot 1, Block 1, Stromquist 3rd Subdivision; Thence Southerly to the SW corner of Lot 1, Block 4, Stromquist 3rd Subdivision; Thence Westerly to the NE corner of Outlot 39-0015; Thence Southerly to a point on the South right of way line of 15th St SE; Thence Easterly along said right of way line to the NE corner of Lot 1, Block 6, Kurtz Estates 1st Subdivision; Thence Southerly to the SE corner of said lot; Thence Easterly to a point on the East right of way line of 14th Ave SE; Thence Northerly along said right of way line to the SW corner of Lot 1, Block 2, East Bay Walmart; Thence Easterly to the SE corner of said lot; Thence Northeasterly to a point on the South right of way line of US Highway 2; Thence Southeasterly along said right of way line to the NE corner of Tract E2 of Section 2, T 153N, R 64W; Thence Southwesterly along the East and South property lines of said Tract to the SE corner of said Tract; Thence Westerly to the NE corner of the SW ¼ of Section 2, T 153N, R 64W; Thence Southerly along the west line of the SW ¼ of Section 2, T 153N, R 64W a distance of 250'; Thence Westerly to a point on the West line of Lot B, Creel Bay Subdivision; Thence Northerly to the NE corner of Lot A, Creel Bay Subdivision; Thence Westerly to a point on the West right of way line of 8th Ave SE extended; Thence Northerly along said right of way line to the SE corner of a parcel described as "NE1/4SE1/4 LYING E & S OF ANETA BRANCH BNRN CONT 3.50A 3 153 64"; Thence Westerly to the SW corner of said parcel; Thence Northeasterly to the NE corner of said parcel; Thence Northerly to a point on the West right of way line of 8th Ave SE; Thence Easterly to the point of beginning.

3. The City Engineer is directed to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Voting aye were Commissioners _____

Voting nay were Commissioners _____

Absent and not voting were Commissioners _____

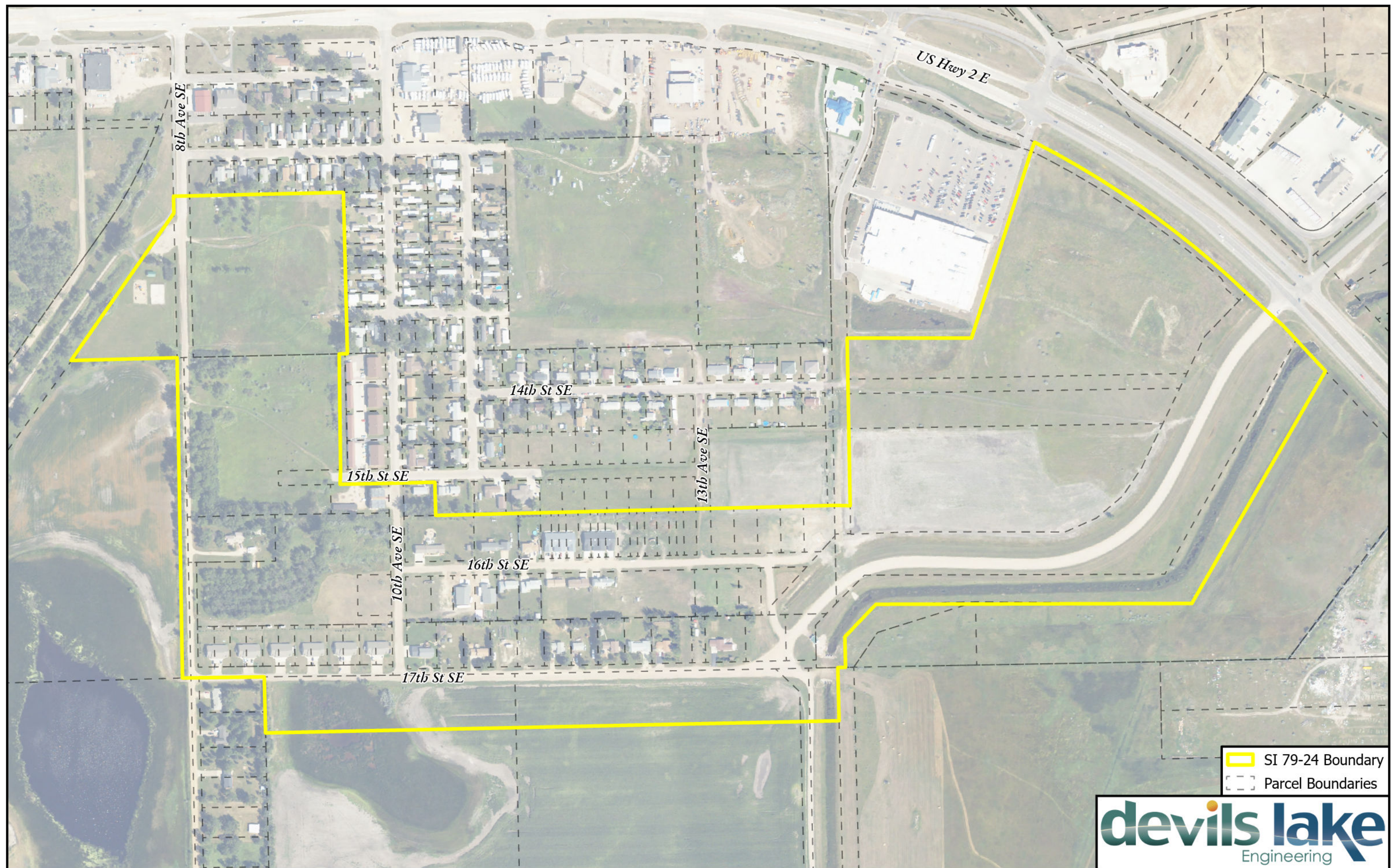
Dated this 6th day of November, 2023.

Attest:

City of Devils Lake

Spencer Halvorson, Administrator/Auditor

Jim Moe, President of City Commission



- SI 79-24 Boundary
- Parcel Boundaries

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



To: President Moe and City Commissioners

From: Mike Grafsgaard, City Engineer/Public Works Director

MEG

Date: November 2, 2023

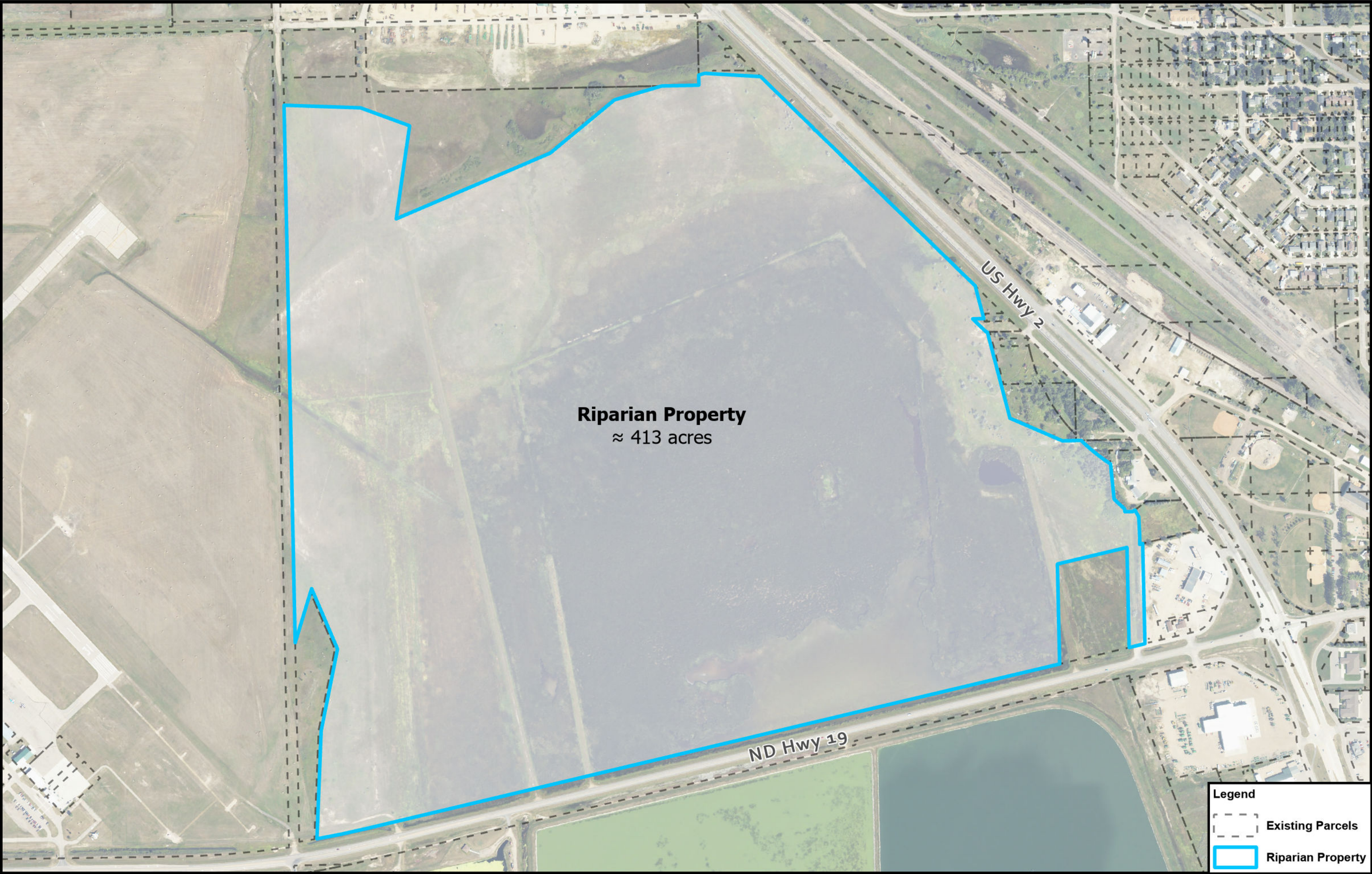
Re: Davis Flats Property Purchase

The Engineering Department was approached by the Davis family related to the City purchasing a large low-lying area adjacent to the City airport and wastewater treatment system. The City has an easement to utilize a portion of this low-lying area for wastewater storage/treatment, but has not done so the last several years.

Based on the size of the parcel and its proximity to the airport, wastewater system and Industrial Park, I believe the best use of the property is a municipal purpose. Since part of the property is included in the 100-year floodplain, the US Army Corps of Engineers has approved purchase of the property for our flood protection project and would allow the City to receive credit for purchasing the land.

I recommend the City Commission approve signing the attached Outlot 44-0052. The City's signature is required since the City is the current owner of Sublot C of the plat.

I also recommend the City Commission approve the attached Purchase Agreement and Agreement Concerning Real Property. The Purchase Agreement provides \$300 per acre for 415.80 acres, for a total purchase price of \$124,740. Once the City Attorney completes title review, he can schedule a closing with the property owner for completing the quit claim deed.



OUTLOT 44-0052 - PART OF GOVERNMENT LOT 6 & PART OF THE RIPARIAN LAND,
SECTION 33,

OUTLOT 44-0053 - PART OF THE RIPARIAN LAND, SECTION 34,
TOWNSHIP 154 NORTH, RANGE 64 WEST
CITY OF DEVILS LAKE,

RAMSEY COUNTY, NORTH DAKOTA

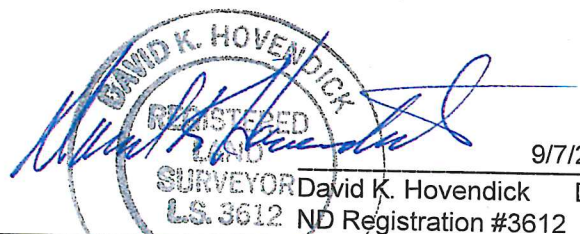
PROPRIETORS: DAKOTA DAVIS FAMILY PARTNERSHIP & THE CITY OF DEVILS LAKE

DESCRIPTION OF OUTLOT 44-0052 (depicted on sheets 2 and 3):

The East 16.5 feet (1 rod) of Government Lot 6, together with a part of the riparian land situated in Section 33, Township 154 North, Range 64 West of the 5th P.M., City of Devils Lake, Ramsey County, North Dakota described as follows:

Beginning at a Bureau of Land Management (BLM) brass monument, designated as the meander corner, on the Section line between Sections 32 and 33, located 530.45 feet South of the Northwest corner of Section 33;
thence N89°05'11"E along the meander line a distance of 516.79 feet;
thence S69°52'14"E along the meander line a distance of 330.53 feet to a BLM brass monument;
thence S08°07'25"W along the meander line a distance of 594.37 feet to a BLM brass monument;
thence N66°50'53"E along the meander line a distance of 1057.45 feet;
thence N50°25'22"E along the meander line a distance of 528.03 feet to a brass monument;
thence N73°36'17"E along the meander line a distance of 313.16 feet to the Southerly line of Davis Commercial Park;
thence N88°50'13" E along the Southerly line of Davis Commercial Park a distance of 233.33 feet to the Southeast corner of said Park;
thence N01°11'25"W along the East line of said Park a distance of 63.89 feet;
thence N74°06'14"E along said meander line a distance of 39.92 feet to a BLM brass monument;
thence S86°47'36"E along the meander line a distance of 351.95 feet to the Southwesterly right of way line of U.S. Highway #2;
thence S45°43'54"E along said right of way line a distance of 1895.54 feet to said meander line;
thence S13°27'03"W along said meander line a distance of 4.47 feet;
thence S14°45'57"E along the meander line a distance of 204.91 feet to the Northerly line of a parcel of land described in document #269485;
thence S88°45'35"W along said Northerly line a distance of 81.12 feet to the Northwest corner of said parcel;
thence S45°43'54"E along the Westerly line of said parcel a distance of 120.00 feet to the Southwest corner of said parcel;
thence N88°45'35"E along the Southerly line of said parcel a distance of 17.61 feet to said meander line;
thence S14°45'57"E along the meander line a distance of 565.70 feet;
thence S66°41'57"E along said meander line a distance of 697.18 feet to the Westerly line of Davis Estates;
thence S05°18'10"E along said Westerly line a distance of 236.46 feet;
thence continuing along said Westerly line S46°20'48"E a distance of 93.00 feet;
thence S00°22'47"W along said Westerly line a distance of 16.50 feet;
thence N90°00'00"E a distance of 5.45 feet to the East line of said Section 33;
thence S01°13'06"E along said Section line a distance of 861.87 feet to the Northerly right of way line of North Dakota State Highway #19;
thence S76°36'06"W along said Northerly right of way line a distance of 5296.13 feet;
thence N02°36'57"E along a line lying 16.50 feet Westerly of and parallel to the meander line a distance of 700.56 feet;
thence N11°05'57"E along a line lying 16.50 feet Westerly of and parallel to the meander line a distance of 525.44 feet;
thence N23°18'22"W along a line 16.50 feet Westerly of and parallel to the meander line a distance of 367.24 feet;
thence S16°50'57"W along a line 16.50 Easterly of and parallel to the meander line a distance of 466.48 feet to the West line of Section 33;
thence N01°11'38"W along said West line a distance of 53.42 feet to a BLM brass monument designated as the Meander Corner between Sections 32 and 33;
thence continuing N01°11'38"W along the section line between Sections 32 and 33 a distance of 3473.17 feet to the point of beginning. Contains 420.43 acres, more or less.
Subject to all valid easements, restrictions and reservations.

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


9/7/2023
Date
David K. Hovendick
L.S. 3612 ND Registration #3612

**OUTLOT
44-0052
420.43 acres**

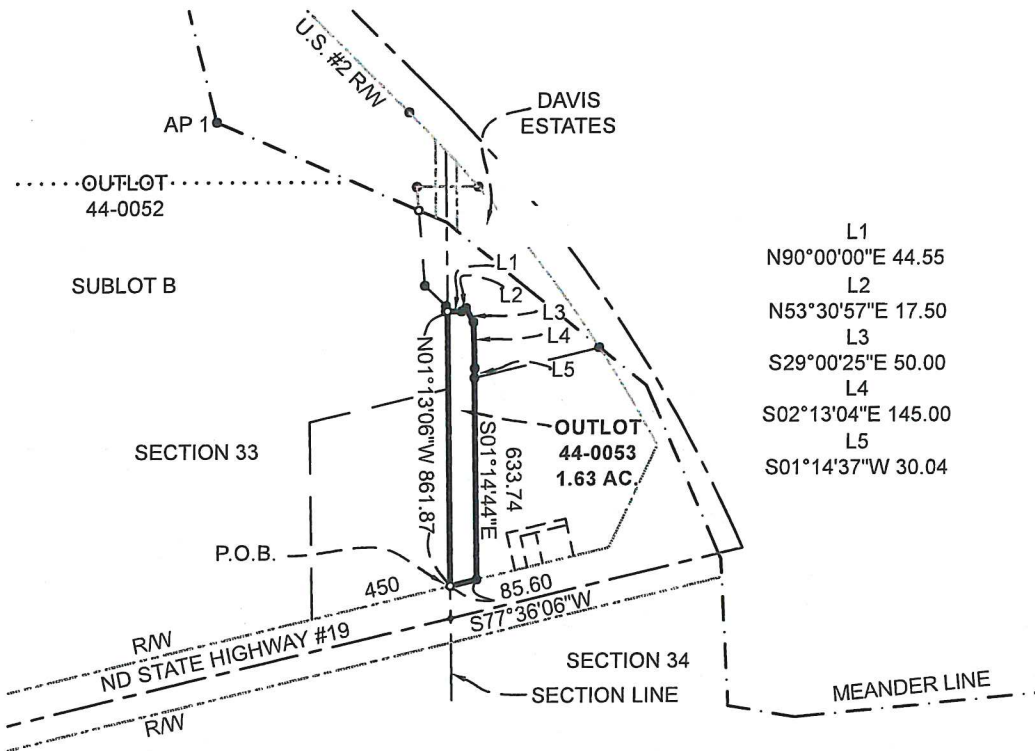
MATCH LINE SEE SHEET 2

SUBLOT B
413.38 ACRES
(RIPARIAN)

SUBLOT C
6.26 AC.
(RIPARIAN)

OUTLOT
44-0053
SEE SHEET
4 OF 6





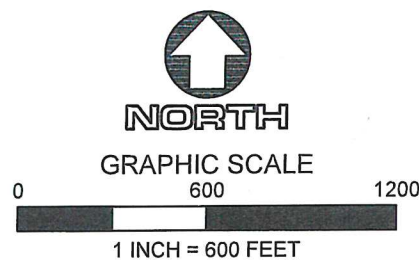
- L1 N90°00'00"E 44.55
- L2 N53°30'57"E 17.50
- L3 S29°00'25"E 50.00
- L4 S02°13'04"E 145.00
- L5 S01°14'37"W 30.04

DESCRIPTION OF OUTLOT 44-0053

A part of Government Lot 1, Section 34, Township 154 North, Range 64 West of the 5th P.M., City of Devils Lake, Ramsey County, North Dakota described as follows:

Beginning at intersection of the Northerly right of way line of North Dakota State Highway #19 with the West line of said 34; thence 01°13'06"W along said West line a distance of 861.87 feet to the Westerly boundary line of Davis Estates; thence N90°00'00"E along said Westerly line a distance of 44.55 feet; thence N53°30'57"E along said Westerly line a distance of 17.50 feet; thence S29°00'25"E along said Westerly line a distance of 50.00 feet; thence S02°13'04"E along said Westerly line a distance of 145.00 feet; thence S01°14'37"W a distance of 30.04 feet; thence S01°14'44"E along the Westerly boundary line of the Farmers Union Oil Company a distance of 633.74 feet to said Northerly right of way line of Highway #19; thence S77°36'06"W along said Northerly line a distance of 85.60 feet to the point of beginning. Contains 1.63 acres, more or less.

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

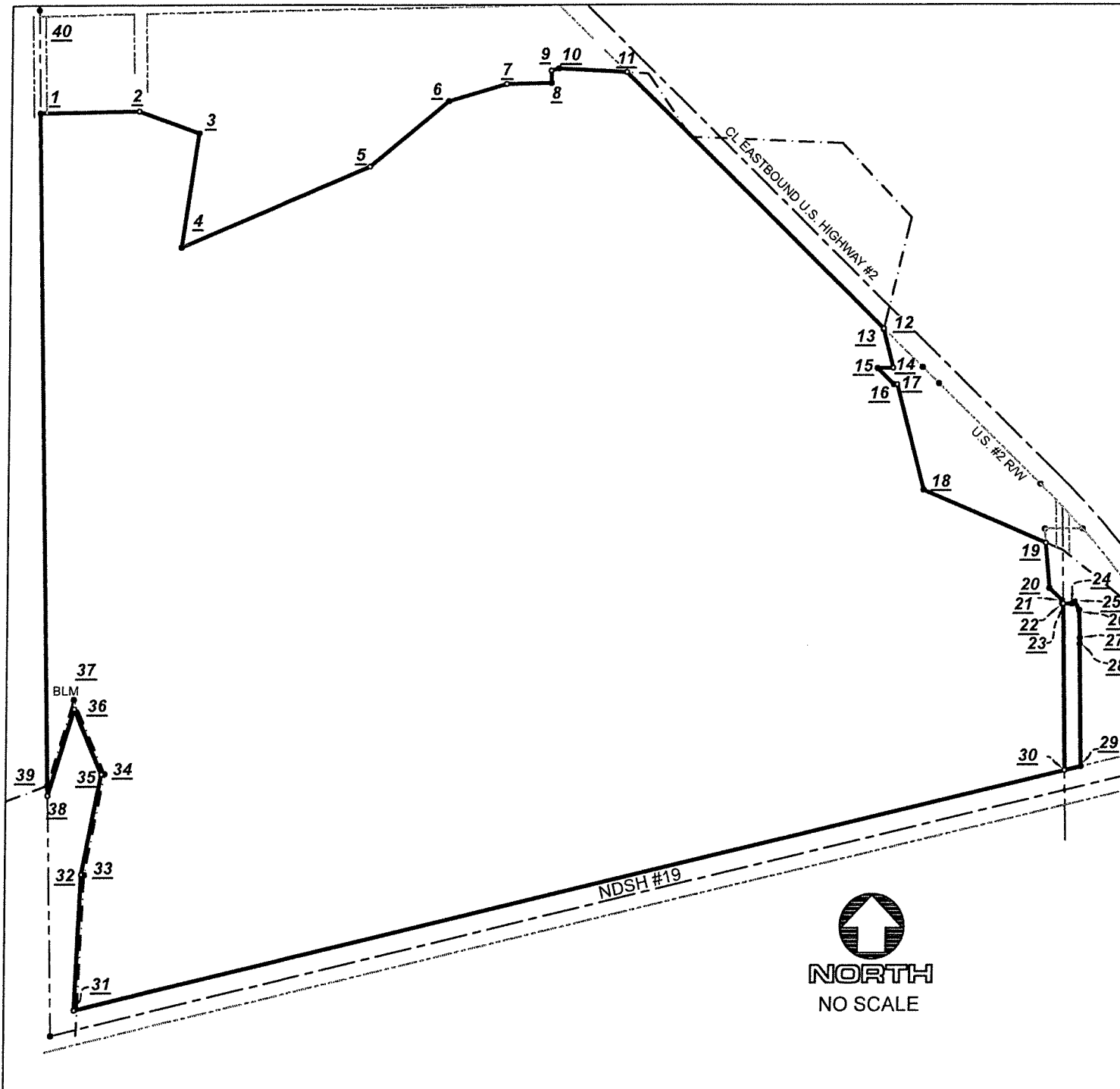


- FOUND PIN
- SET #5 REBAR
- BLM FOUND BLM MONUMENT
- BOUNDARY LINE
- PLAT LOT LINE
- R.O.W. LINE
- MEANDER LINE
- HIGHWAY CENTERLINE

DAVID K. HOVENDICK
REGISTERED
LAND
SURVEYOR
LS. 3612

9/7/2023

David K. Hovendick Date
ND-Registration #3612



POINT REFERENCE MAP & COORDINATE LIST

NOTE:

ALL MAPPING IS IN A GROUND COORDINATE SYSTEM
DERIVED BY APPLYING A SCALE FACTOR OF 1.000130347 TO
ALL PROJECT POINTS BASED ON ND STATE PLANE
COORDINATE SYSTEM, NORTH ZONE 3301, NAD
1983(CORS96), U.S. SURVEY FEET.

PointNo.	Northing(Y)	Easting(X)	Description
1	412982.490	2360140.751	BLM MC
2	412990.730	2360657.471	REBAR AP12
3	412876.981	2360967.809	BLM AP11
4	412288.573	2360883.820	BLM AP10
5	412704.332	2361856.113	REBAR AP9
6	413040.749	2362263.099	BLM AP8
7	413129.144	2362563.528	REBAR SUB LINE ML
8	413133.880	2362796.809	REBAR SUB COR
9	413197.754	2362795.481	REBAR SUB LINE ML
10	413208.689	2362833.878	BLM AP7
11	413189.002	2363185.271	REBAR ROW
12	411865.880	2364542.624	REBAR ROW
13	411861.536	2364541.585	REBAR AP2
14	411663.391	2364593.811	REBAR PROP LINE
15	411661.635	2364512.711	REBAR PROPCOR
16	411577.873	2364598.640	REBAR PROPCOR
17	411578.254	2364616.251	REBAR PROP LINE
18	411031.233	2364760.431	BLM AP1
19	410755.458	2365400.747	REBAR SUB LINE
20	410520.009	2365422.601	REBAR SUBCOR
21	410455.811	2365489.889	REBAR SUBCOR
22	410439.312	2365489.780	REBAR SUBCOR
23	410439.312	2365495.231	REBAR SECLINE
24	410439.312	2365539.780	REBAR SUBCOR
25	410449.713	2365553.845	REBAR SUB
26	410405.985	2365578.091	REBAR SUB
27	410261.087	2365583.702	REBAR SUB
28	410231.056	2365583.050	REBAR SUB
29	409597.468	2365596.825	REBAR PROPCOR
30	409577.633	2365513.555	REBAR SECLINE
31	408350.403	2360361.562	REBAR PROPCOR
32	409050.234	2360393.535	REBAR PROPCOR
33	409048.259	2360409.962	BLM AP15
34	409567.684	2360511.860	BLM AP14
35	409565.847	2360494.685	REBAR PROPCOR
36	409903.123	2360349.389	REBAR PROPCOR
37	409951.111	2360346.682	BLM AP13
38	409456.667	2360214.177	REBAR PROPCOR
39	409510.073	2360213.111	BLM MC
40	413512.683	2360130.210	SEC COR

PROPRIETOR'S CERTIFICATE

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

William Davis, Managing Partner
Dakota Davis Family Partnership

State of _____)
County of _____) SS

This record was acknowledged
before me on this _____ day of
_____, in the year 20__ A.D.

Notary Public
My commission expires: _____

Jim Moe
President of the Devils Lake City Commission

State of _____)
County of _____) SS

This record was acknowledged
before me on this _____ day of
_____, in the year 20__ A.D.

Notary Public
My commission expires: _____

State of North Dakota)
County of Ramsey) SS

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

Kandy K. Christopherson
Ramsey County Auditor

By: Deputy

State of North Dakota)
County of Ramsey) SS

I hereby certify that this instrument was filed in this office of
record on this _____ day of _____, _____ A.D.
at _____ O'clock ___ m. and was filed as document number
_____, filed in Land Survey Book _____ Page
_____.

Bev Bachmeier
Ramsey County Recorder

PURCHASE AGREEMENT

This agreement, made and entered into this _____ day of November, 2023, by and between **DAKOTA DAVIS FAMILY PARTNERSHIP, a North Dakota Limited Liability Partnership organized under the laws of the State of North Dakota**, whose post office address is C/O William C. Davis, Managing Partner, 4704 Jetty Beach Drive South, Mandan, North Dakota 58554, hereinafter referred to as “SELLER” or “OWNER” and **THE CITY OF DEVILS LAKE, a Municipal Corporation**, herein after referred to as “BUYER” or “PURCHASER”, whose post office address is 423 – 6th Street NE, Devils Lake, North Dakota 58301.

WITNESSETH, that the Seller agrees to sell and the Purchaser agrees to buy upon the terms and conditions hereinafter set forth, the following described real property owned by the Seller and located in the County of Ramsey County, State of North Dakota, to-wit:

OUTLOT 44-0052, Part of Government Lot 6 and Part of the Riparian Land of Section Thirty-three (33), Township One Hundred Fifty-four (154) North, Range Sixty-four (64) West of the 5th Principal Meridian, Ramsey County, North Dakota; LESS: A Tract of Land, currently and already owned by THE CITY OF DEVILS LAKE, and described as SUBLOT C in the Certificate of Survey describing said OUTLOT 44-0052 in page 2 of 6 and which was purchased by said City in Document #196302, consisting of 6.26 acres.

AND

OUTLOT 44-0053, Part of the Riparian Land of Section Thirty-four (34), Township One Hundred Fifty-four (154) North, Range Sixty-four (64) West of the 5th Principal Meridian, Ramsey County, North Dakota.

The legal description was obtained from a Certificate of Survey prepared by David K. Hovendick, Registered Land Surveyor, ND Registration #3612.

The terms and conditions of such sale and purchase are as follows:

RECITALS

WHEREAS, Seller consists of members of the immediate Davis Family, who formed and organized a Family Partnership under the laws of the State of North Dakota, with William Davis designated as the Managing Partner with the authority to sign on behalf of and to bind all members of said Partnership;

WHEREAS, Seller owns the herein described Real Property, and has the right to sell and convey to the Buyer by appropriate deed of conveyance;

WHEREAS, Seller wishes to sell and convey to Buyer, and Buyer wishes to purchase from Seller the herein described Real Property;

WHEREAS, Seller and Buyer specifically agree that as a Condition to said sale, the Seller agrees that they will not assert any Riparian Claims or Rights as to other property they own to adjacent Riparian Land, that they convey all Riparian Rights to Buyer in the herein described Real Property, and that this condition shall be binding on all members of the Partnership and upon their heirs, successors, executors and assigns.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the

parties hereto agree as follows:

**ARTICLE I.
PURCHASE PRICE**

The purchase price for the property to be paid by the Purchaser to the Seller shall be the total sum of ONE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED FORTY AND 00/100THS DOLLARS (\$124,740.00), payable as follows and at closing. Said purchase price is based upon the acres described in the Certificate of Survey as SUBLOT B consisting of 413.38 acres, SUBLOT A consisting of 0.79 acres, and OUTLOT 44-0053 consisting of 1.63 acres, for a total number of acres of 415.80 acres at the agreed purchase price per acre of \$300.00, for a total purchase price of \$124,740.00.

**ARTICLE II.
CLOSING AND TIME OF ESSENCE**

The parties acknowledge and agree that this matter shall close within Forty-five (45) days after execution of this Agreement, or as soon as purchaser tenders the balance of the complete purchase amount. Seller will not provide an Abstract of Title. At closing Seller shall furnish to Purchaser a Quit Claim Deed conveying all of Seller's interest and right in the property, free from any liens and encumbrances. Parties further acknowledge and agree that time is an essential element of this agreement and therefore time shall be considered of the essence to this Agreement.

**ARTICLE III.
GOVERNING LAW**

This Purchase Agreement and the rights of the Parties hereto shall be governed by and interpreted in accordance with the laws of the State of North Dakota.

**ARTICLE IV.
BINDING UPON HEIRS AND ASSIGNS**

This Purchase Agreement shall inure to the benefit of and shall be binding upon

the parties hereto and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, this purchase agreement has been executed as of the day and year first above written.

DAKOTA DAVIS FAMILY PARTNERSHIP

CITY OF DEVILS LAKE

BY: William C. Davis, Managing Partner

BY: Jim Moe, President of the
Devils Lake City Commission

STATE OF NORTH DAKOTA)
) SS
COUNTY OF RAMSEY)

On this _____ day of November, 2023, before me, a Notary Public within and for said County and State, personally appeared **WILLIAM C. DAVIS**, known and/or proved to me to be the Managing Partner of **DAKOTA DAVIS FAMILY PARTNERSHIP**, a North Dakota Limited Liability Partnership, that is described in, and who executed the within and foregoing instrument, and acknowledged to me that he executed the same in the capacity set forth herein and further had the authority to execute the same.

STATE OF NORTH DAKOTA)
) SS
COUNTY OF RAMSEY)

, Notary Public

On this _____ day of November, 2023, before me, a Notary Public within and for said County and State, personally appeared **JIM MOE**, known and/or proved to me to be the President of the Devils Lake City Commission, that is described in, and who executed the within and foregoing instrument, and acknowledged to me that he executed the same in the capacity set forth herein and further had the authority to execute the same.

, Notary Public

AGREEMENT CONCERNING REAL PROPERTY

THIS AGREEMENT, made and entered into this _____ day of November, 2023, by and between **DAKOTA DAVIS FAMILY PARTNERSHIP**, a North Dakota Limited Liability Partnership organized under the Laws of the State of North Dakota, whose post office address is C/O William C. Davis, Managing Partner, 4704 Jetty Beach Drive South, Mandan, North Dakota 58554, -AND- **THE CITY OF DEVILS LAKE**, a Municipal Corporation, whose post office address is 423 – 6th Street NE, Devils Lake, North Dakota 58301.

WHEREAS, DAKOTA DAVIS FAMILY PARTNERSHIP, is currently owner of or has an interest in the following described real property, situated in the County of Ramsey and State of North Dakota described as follows to wit:

PARCELS A:

Lots One (1) and Two (2), LESS: Road and legal description of Davis Park Subdivision, Section Thirty-three (33), Township One Hundred Fifty-four (154) North, Range Sixty-four (64) West of the 5th Principal Meridian, Ramsey County North Dakota;

AND

A tract of land (25'X175') described as all that tract contained between a line commencing at the Northwest corner of said Water Block "W" and running directly West (for a distance of 175 feet) to the Quarter Section Line of said Section 33, in said Township 154, Range 64, thence South along said Quarter Line of Section 33, in said Township 154, Range 64, thence South along said Quarter Section Line (a distance approximately 25 feet) to the Meander Line of Devils Lake, thence Easterly along said Meander Line of Devils Lake, (a distance of 175 feet) to the Southwest corner of said Water Block "W", thence North along the West line of said Water Block "W" to the place of

beginning, being in Section 33, in Township 154, North of Range 64, LESS: tract to Railroad, in the City of Devils Lake, Ramsey County, North Dakota;

AND

Water Block "W", Original Townsite to the City of Devils Lake, Ramsey County, North Dakota;

AND

Water Block "Q", LESS: Road, Lake Homes Center and Devils Lake Park Board, in the City of Devils Lake, Ramsey County, North Dakota;

AND

The West Fifteen Feet (W15') of Water Block "P", Original Townsite to the City of Devils Lake, Ramsey County, North Dakota;

AND

Water Block "O", Original Townsite to the City of Devils Lake, Ramsey County, North Dakota;

AND

All That Part of Block One Hundred Sixty-eight (168), Original Townsite to the City of Devils Lake, Ramsey County, North Dakota, LYING South and West of U.S. Highway No. 2;

AND

Portions of Lots One (1) through Five (5), and all of Lots Six (6) through Eight (8), Block One Hundred Seventy (170), Original Townsite to the City of Devils Lake, Ramsey County, North Dakota;

AND

Lot One (1), Block One (1), Davis Estates, A replat of Lots 1, 2, 3, 4, and 5, Block 170; A replat of Lots 13, 14, 15, and 16 and a part of Lots 9, 10, 11, 12, 17, 18, 19, and 20, Block 171; A replat of a part of Water Block "N"; A replat of an part of vacated Whipple Avenue, Boulevard and Alley; A part of an unplatted portion of Riparian land situated in Sections 33 and 34 with replatted portions in Government Lot 5, Section 33 and Government Lot 1, Section 34, Township 154 North, Range 64 West; all in the City of Devils Lake, Ramsey County, North Dakota;

The legal descriptions were obtained from previously recorded instruments.

AND WHEREAS, the parties hereto have entered into a Purchase Agreement, wherein the **DAKOTA DAVIS FAMILY PARTNERSHIP** agrees to convey, by Quit Claim Deed, and the **CITY OF DEVILS LAKE** agrees to purchase the following described real property, owned by seller and located in the County of Ramsey and State of North Dakota, to wit:

PARCELS B:

OUTLOT 44-0052, Part of Government Lot 6 and Part of the Riparian Land of Section Thirty-three (33), Township One Hundred Fifty-four

(154) North, Range Sixty-four (64) West of the 5th Principal Meridian, Ramsey County, North Dakota; LESS: A Tract of Land, currently and already owned by THE CITY OF DEVILS LAKE, and described as SUBLOT C in the Certificate of Survey describing said OUTLOT 44-0052 in page 2 of 6 and which was purchased by said City in Document #196302, consisting of 6.26 acres.

AND

OUTLOT 44-0053, Part of the Riparian Land of Section Thirty-four (34), Township One Hundred Fifty-four (154) North, Range Sixty-four (64) West of the 5th Principal Meridian, Ramsey County, North Dakota.

The legal description was obtained from a Certificate of Survey prepared by David K. Hovendick, Registered Land Surveyor, ND Registration #3612.

AND WHEREAS, parties agree that as a condition to the sale of the real property described in **PARCELS B**, the Sellers and owners thereof agree that they will not assert any Riparian Claims or Rights as to the real property described in **PARCELS A**, which are owned by them. That this condition shall run with all of the land described in this agreement and shall be binding on all members of the Partnership and upon their heirs, successors and assigns.

NOW THEREFORE, in mutual consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the **CITY OF DEVILS LAKE** agrees to purchase the real property described in **PARCELS B** on the condition that the **DAKOTA DAVIS FAMILY PARTNERSHIP** will never hereafter assert any Riparian Claims or Rights as concerning the real property they own and described in **PARCELS A** above.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

DAKOTA DAVIS FAMILY PARTNERSHIP,

BY: William C. Davis, Managing Partner

CITY OF DEVILS LAKE

BY: Jim Moe, President of the Devils Lake City Commission

STATE OF NORTH DAKOTA

COUNTY OF RAMSEY

On this _____ day of November, 2023, before me, a Notary Public within and for said County and State, personally appeared **WILLIAM C. DAVIS**, known and/or proved to me to be the Managing Partner of **DAKOTA DAVIS FAMILY PARTNERSHIP, a North Dakota Limited Liability Partnership**, that is described in, and who executed the within and foregoing instrument, and acknowledged to me that he executed the same in the capacity set forth herein and further had the authority to execute the same.

_____, Notary Public

STATE OF NORTH DAKOTA

COUNTY OF RAMSEY

On this _____ day of November, 2023, before me, a Notary Public within and for said County and State, personally appeared **JIM MOE**, known and/or proved to me to be the President of the Devils Lake City Commission, that is described in, and who executed the within and foregoing instrument, and acknowledged to me that he executed the same in the capacity set forth herein and further had the authority to execute the same.

_____, Notary Public

This Document Drafted By:
Michael N. Steffan
Steffan Law Office
P.O. Box 803
Devils Lake ND 58301
License No: 03441

QUIT CLAIM DEED

THIS INDENTURE, made and entered into this _____ day of October, 2023, by and between **DAKOTA DAVIS FAMILY PARTNERSHIP, a North Dakota Limited Liability Partnership organized under the Laws of the State of North Dakota**, whose post office address is C/O William C. Davis, Managing Partner, 500 Division Street NW, Mandan, North Dakota 58554-1908, GRANTOR, and **THE CITY OF DEVILS LAKE, a Municipal Corporation**, GRANTEE, whose post office address is 423 – 6th Street NE, Devils Lake, North Dakota 58301.

WITNESSETH: For and in consideration of the sum of ONE AND 00/100THS DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor by these presents does BARGAIN, SELL, REMISE, and QUITCLAIM to the Grantee, its successors and assigns FOREVER, all of the right, title and interest in and to the following real property lying and being in the County of Ramsey, State of North Dakota and described as follows to wit:

OUTLOT 44-0052, Part of Government Lot Six (6) and Part of the Riparian Land of Section Thirty-three (33) Township One Hundred Fifty-four (154) North, Range Sixty-four (64) West of the 5th Principal Meridian, Ramsey County, North Dakota;

AND

OUTLOT 44-0053, Part of the Riparian Land of Section Thirty-four (34), Township One Hundred Fifty-four (154) North, Range Sixty-four (64) West of the 5th Principal Meridian, Ramsey County, North Dakota.

The legal description was obtained from a Certificate of Survey prepared by David K. Hovendick, Registered Land Surveyor, ND Registration #3612.

**I CERTIFY THAT THIS TRANSACTION IS EXEMPT FROM REPORTING
REQUIREMENTS PURSUANT TO N.D.C.C. SEC. 11-18-02.2(6)(h)**

DATED: _____ SIGNED: _____

Grantee or Agent

Parties agree that the Grantor will not furnish an Abstract of Title to the herein described Real Property and Grantor agrees and covenants with the Grantee, that they will not, in the future, assert or claim any Riparian Claims or Rights as to other property they own which abut this Riparian land conveyed in this instrument.

TO HAVE AND TO HOLD the above quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said Grantee, its heirs, successors and assigns FOREVER.

WITNESS the hand of the Grantor:

DAKOTA DAVIS FAMILY PARTNERSHIP

BY: WILLIAM C. DAVIS, Managing Partner, GRANTOR

STATE OF NORTH DAKOTA)
) ss
COUNTY OF RAMSEY)

On this _____ day of October, 2023, before me, a Notary Public in and for said County and State, personally appeared **WILLIAM C. DAVIS**, known and/or proved to me to be the Managing Partner of **DAKOTA DAVIS FAMILY PARTNERSHIP, a North Dakota Limited Liability Partnership**, that is described in, and that executed the within and foregoing instrument, and acknowledged to me that he executed the same in the capacity set forth and further had the authority to execute the same.

, Notary Public

This Document Drafted By:
Michael N. Steffan
STEFFAN LAW OFFICE
P.O. Box 803
Devils Lake ND 58301
License No.: 03441

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
6-Nov-23

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

AIRPORT

Mac's-Dakota Implement	\$305.16
Devils Lake Chamber of Commerce	\$600.00
Diamond Vogel	\$73.75
Lake Region Electric	\$6.90
Mead & Hunt	\$72,049.39
Midco Business	\$309.49
Northstar Auto	\$386.00
Tyler Dahl	\$210.00
Vertex Aerospace LLC	\$45,518.00

CITY

Altru	\$1,840.80
Amazon Capital Services	\$1,119.64
Angry Beaver Tree Service	\$52,175.00
ASCAP	\$445.00
AT & T	\$1,238.72
Baker & Taylor	\$801.41
Ben Harkness	\$354.05
Book Systems, Inc.	\$1,885.00
Butler Machinery	\$12,057.53
Capital One-Walmart	\$373.25
Capital One Trade Credit-Mac's	\$1,231.34
Central Business Systems	\$216.25
City of Devils Lake	\$247.50
Corporate Technologies	\$19,180.16

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
6-Nov-23

VENDOR	AMOUNT DUE
Dakota Implement-NAPA	\$2,487.11
DI Chamber of Commerce	\$235.00
DL Chamber/Tourism	\$41,790.54
DL Park Board	\$31,417.22
Dakota Supply Group	\$341.05
Dustin Willey	\$124.30
Ecolab	\$361.62
Ferguson Waterworks	\$368.25
Flexible Pipe Tools & Equipment	\$836.85
Galls	\$511.73
Gerrells	\$21.98
GF Fraternal Order of Police	\$60.00
Guy Callender	\$480.00
HE Everson	\$408.39
HACH	\$152.29
Hawkins	\$6,611.40
Interstate Billing Services-Ironhide	\$3,290.80
Joe & Bros Mow for Dough	\$150.00
Keller's Briteway	\$26.00
KLJ Engineering	\$20,719.75
Lake Region Corporation	\$8,559.00
Lake Region Public Library Foundation	\$238.78
Lake Region Sheet Metal Corp	\$418.57
LEAF	\$519.07
Mid-Land Excavating	\$1,232.50
Minnie H Express Car Wash	\$239.92
Modern Marketing	\$1,209.84
MonsterLawn	\$11.81
MDU	\$45.23
Newby's Ace Hardware	\$255.09
Nodak Electric	\$9,378.49

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
6-Nov-23

VENDOR	AMOUNT DUE
Northern Improvement Co.	\$610.00
Northern Lights Display	\$169.00
ND Dept of Transportation	\$1,675.80
ND Order of Police	\$405.00
NDTC	\$117.05
Northstar Auto	\$27.00
NSC Minerals	\$7,428.87
O'Reilly's	\$42.99
Ottertail Power	\$16,391.95
Plasticards, Inc.-Rainbow Printing	\$442.00
Plumbit Plumbing	\$200.00
Pomp's Tire Service	\$1,308.21
PS Doors	\$605.00
Quill	\$559.93
Razor Tracking	\$75.00
Reslock Prnting	\$1,040.55
RMB Enviromental Laboratories	\$450.00
Samuelson Welding Services	\$270.00
Sanitation Products	\$339.59
Service Tire	\$2,449.73
Tanya Weiler	\$1,000.00
The Village	\$2,010.00
Tractor Supply	\$65.86
Usable Life	\$596.84
Wang's	\$729.65

TOTAL LIST OF BILLS

\$384,136.94