



City Commission Meeting Agenda

Devils Lake City Hall Commission Chambers

423 6th St NE, Devils Lake, 58301

Monday, December 4, 2023

Meeting Items

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

Awards and Proclamations

- 1) N/A

Public Hearings – 5:30 PM

- 1) N/A

Bid Openings – 5:30 PM

- 1) N/A

Visitors or Delegations

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

- 1) Devils Lake Airport Authority

Commission Portfolios

- 1) JDA Establishment Briefing

Old Business

- 1) N/A

Consent Agenda

- 1) N/A

New Business

- 1) Pay Estimate #3 - 2023 Curb, Gutter, and Sidewalk
- 2) Pay Estimate #4 – City Project 230201 – Watermain Replacement 28-23 & 29-23
- 3) Preliminary Engineering Report for St Imp District #79-24
- 4) Resolution Preparing Preliminary Report and Directing Preparation of Plans and Specification for St Imp District #79-24 – 17th St SE, 16th St SE, 8th Ave SE, 10th Ave SE
- 5) Resolution Creating St Imp District #80-24 – West Side
- 6) Approve Contracts for College Dr & Highway 19 Project
- 7) Letter of Credit – Devils Lake Regional Airport
- 8) PFAS Settlement

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
November 20, 2023

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

Commissioner Hamre moved to approve the minutes of the regular Commission meeting held on November 6, 2023. The motion was seconded by Commissioner Hach, and the motion carried unanimously.

Bid Opening – Sidewalk Snow Removal – The City Administrator opened one (1) bid from Dakota Wash Master in the amount of \$4,493.75 for sidewalk snow removal. The City Engineer recommended award to Dakota Wash Master. Commissioner Pierce made a motion to approve the recommendation. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

Commissioner Hach – The City Engineer communicated that the Sanitation Department will be doing a double route on Friday, due to being closed for Thanksgiving. The City Assessor communicated that he did not have an update.

Commissioner Hamre - The City Engineer communicated that there is not an update for the Utility Department.
Commissioner Hamre made a comment that the community is commenting on the recycling and how they are doing a great job.

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

Commissioner Pierce – The Fire Chief communicated that their go live date for the new software will hopefully be January 1, 2024.
Commissioner Pierce asked the City Attorney about the JPA agreement with the LEC. The City Attorney commented that he was ok with everything the LEC attorney has sent, and the next thing will be finalizing the JPA agreement.
Commissioner Pierce also made a motion to have Friday, the day after Thanksgiving, off for all City employees. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

The Police Chief communicated that the Police Department received the Back the Blue Grant in the amount of \$28,387.00. He communicated that the funds will be used by giving the sworn officers (19 of them) a one-time retention bonus in the amount of \$1,388.79/officer. The remaining dollars will be used for

recruitment and signing bonuses. Commissioner Pierce made a motion to approve the use of these funds. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

The City Administrator communicated that the healthcare roundtables went good with the community, and they had a good number of people participating at each one. He also communicated that the Jobs Development Authority resolution will be at the meeting on December 18th and explained to the Commission exactly how that process is going to work.

The City Attorney communicated that he does not have an update. He mentioned that he will follow up with Nate on the nuisances and that we need to discuss who is responsible for each process.

Maintenance Certification for Urban Projects – The City Engineer communicated that this certification states that the city is properly maintaining the projects that had federal aid for construction. Commissioner Hach made a motion to approve the certification agreement for urban projects. Commissioner Hamre seconded the motion, and the motion carried unanimously.

Request to Purchase Lot in Roundhouse Subdivision – The City Assessor communicated that a letter was received requesting the purchase of lot 1, block 9 of the roundhouse subdivision. He recommended approval of the purchase of this lot for \$2,000 in addition to any outstanding special assessments. Commissioner Pierce made a motion to approve the request to purchase the lot in the roundhouse subdivision. Commissioner Hamre seconded the motion. The motion carried unanimously on a roll call vote.

Pay Estimate #2 – Curb, Gutter, and Sidewalk – The City Engineer communicated that this pay estimate is for work done in the amount of \$25,888.75 paid to Elshaug Concrete. Commissioner Hamre made a motion to approve pay estimate #2 for curb, gutter, and sidewalk. Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote.

Change Order #1 – City Project 230201 Watermain Replacement 29-23 – The City Engineer communicated that this change order is for three (3) “gate valve & box 6in” to be installed along 2nd St NE from 11th Ave NE to 12th Ave NE. It is also for a section of existing 6” cast iron water main running along 10th Ave NE from 2nd St NE to 3rd St NE was burst and replaced with 8” PE pipe and tied into the existing 8” gate valve at 3rd St NE that was recently replaced. The total cost of the change order is \$32,461.00. Commissioner Hamre made a motion to approve change order #1 – city project 230201 watermain replacement 29-23. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

Pay Estimate #3 – City Project 230201 Watermain Replacement 28-23 & 29-23 – The City Engineer communicated that this pay estimate is for work done in the amount of \$454,394.88 paid to Kemper Construction. Commissioner Hamre made a motion to approve pay estimate #3 – city project 230201 watermain replacement 28-23 & 29-23. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

Change Order #1 – 14th St NE & 14th Ave NE – The City Engineer communicated that this change order is for shoulder preparation that was performed, but not included in the plans. The total increase is \$4,653.63. Commissioner Pierce made a motion to approve change order #1 – 14th St NE & 14th Ave NE. Commissioner Hamre seconded the motion. The motion carried unanimously on a roll call vote.

Site Certification Match Program with Ottertail Power – Brad Barth, Forward Devils Lake Executive Director, communicated that Ottertail Power Company reached out to see if the City of Devils Lake/Forward Devils Lake would be interested in an industrial site park certification. Brad requested up to \$10,000 be allocated towards the City participation. Commissioner Hamre made a motion to approve the site certification match with Ottertail Power Company. Commissioner Hach seconded the motion. The motion carried unanimously on a roll call vote.

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

SPENCER HALVORSON
CITY ADMINISTRATOR/AUDITOR

JIM MOE
PRESIDENT OF CITY COMMISSION

Date: November 15, 2023
 To: President Moe and City Commissioners
 From: Michael Grafsgaard, City Engineer
 Re: 2023 Curb, Gutter & Sidewalk - 4352-000-56600
 Contract Amount: \$55,044.00



I hereby certify the work listed below has been completed and inspected and has been done in conformity with the plans and specifications for the above mentioned project. All work was completed by Elshaug Concrete, PO Box 478, Devils Lake, ND 58301.

Estimate No 3 - Final

Item Description	Quantity	Unit	Unit price	Bid Amount	QUANTITIES		AMOUNT	
					Current	Total to Date	Current	Total to Date
Saw Bituminous Surfacing	50.00	LF	\$3.25	\$162.50	0.00	66.00	\$0.00	\$214.50
Saw Concrete	100.00	LF	\$5.50	\$550.00	0.00	0.00	\$0.00	\$0.00
Removal of Concrete	360.00	SY	\$28.00	\$10,080.00	0.00	664.69	\$0.00	\$18,611.32
Removal of Block Sidewalk	20.00	SY	\$25.00	\$500.00	0.00	0.00	\$0.00	\$0.00
Removal of Curb & Gutter	120.00	LF	\$12.25	\$1,470.00	0.00	236.50	\$0.00	\$2,897.13
Removal of Retaining Wall	10.00	LF	\$13.00	\$130.00	0.00	0.00	\$0.00	\$0.00
Curb & Gutter - Type I	20.00	LF	\$72.00	\$1,440.00	0.00	9.50	\$0.00	\$684.00
Over 10'	100.00	LF	\$68.00	\$6,800.00	0.00	286.50	\$0.00	\$19,482.00
Valley Gutter - 8" Reinforced	5.00	SY	\$94.00	\$470.00	0.00	0.00	\$0.00	\$0.00
Over 3 SY	20.00	SY	\$93.00	\$1,860.00	0.00	22.00	\$0.00	\$2,046.00
4" Sidewalk Concrete	275.00	SY	\$66.25	\$18,218.75	0.00	320.72	\$0.00	\$21,247.70
4" Sidewalk Concrete – Reinforced	5.00	SY	\$63.50	\$317.50	0.00	0.00	\$0.00	\$0.00
6" Sidewalk/Driveway Concrete	60.00	SY	\$76.75	\$4,605.00	5.33	370.13	\$409.08	\$28,407.48
6" Sidewalk/Driveway Concrete – Rein	5.00	SY	\$78.75	\$393.75	0.00	20.17	\$0.00	\$1,588.39
8" Concrete	10.00	SY	\$90.00	\$900.00	0.00	0.00	\$0.00	\$0.00
8" Concrete - Reinforced	5.00	SY	\$95.00	\$475.00	0.00	0.00	\$0.00	\$0.00
Detectable Warning Panel (Cast Iron)	32.00	SF	\$94.50	\$3,024.00	0.00	0.00	\$0.00	\$0.00
Earthen Excavation	10.00	CY	\$29.75	\$297.50	0.00	0.00	\$0.00	\$0.00
Earthen Embankment	10.00	CY	\$30.00	\$300.00	0.00	0.00	\$0.00	\$0.00
Gravel Base	10.00	CY	\$40.00	\$400.00	0.00	0.00	\$0.00	\$0.00
Topsoil and Seeding	25.00	SY	\$30.00	\$750.00	0.00	0.00	\$0.00	\$0.00
Concrete Full Depth Street Repair	10.00	SY	\$190.00	\$1,900.00	0.00	0.00	\$0.00	\$0.00
Total Bid Amount:				\$55,044.00			\$409.08	
Total Work Completed:				\$95,178.51				
Retainage @ 2%				\$0.00				
Previous Payments:				\$92,874.04				
Total Due This Estimate				\$2,304.47				

2023 Curb, Gutter, Sidewalk and Driveway Elshaug Concrete Construction, LLC

<u>Item Description</u>	<u>Quantity</u>		<u>Unit Price</u>	<u>Extended Price</u>
Saw Bituminous Surfacing		LF	\$ 3.25	\$ -
Saw Concrete		LF	\$ 5.50	\$ -
Removal of Concrete		SY	\$ 28.00	\$ -
Removal of Block Sidewalk		SY	\$ 25.00	\$ -
Removal of Curb & Gutter		LF	\$ 12.25	\$ -
Removal of Retaining Wall		LF	\$ 13.00	\$ -
Curb & Gutter - Type I		LF	\$ 72.00	\$ -
Over 10'		LF	\$ 68.00	\$ -
Valley Gutter - 8" Reinforced		SY	\$ 94.00	\$ -
Over 3 SY		SY	\$ 93.00	\$ -
4" Sidewalk Concrete		SY	\$ 66.25	\$ -
4" Sidewalk Concrete - Reinforced		SY	\$ 63.50	\$ -
6" Sidewalk/Driveway Concrete	5.33	SY	\$ 76.75	\$ 409.08
6" Sidewalk/Driveway Concrete - Rein.		SY	\$ 78.75	\$ -
8" Concrete		SY	\$ 90.00	\$ -
8" Concrete - Reinforced		SY	\$ 95.00	\$ -
Detectable Warning Panel (Cast Iron)		SF	\$ 94.50	\$ -
Earthen Excavation		CY	\$ 29.75	\$ -
Earthen Embankment		CY	\$ 30.00	\$ -
Gravel Base		CY	\$ 40.00	\$ -
Topsoil and Seeding		SY	\$ 30.00	\$ -
Concrete Full Depth Street Repair		SY	\$190.00	\$ -
				\$ -
Total:				\$ 409.08

Owner Name: Misty Hillebrand

Address: 1103 2nd St NE

Work Completed By: Elshaug Concrete

Date Completed: 2023

City share 50/50: \$ - **Owner share 50/50:** \$ - **Assess:** Yes No

City share 100%: \$ 409.08 **Owner share 100%:** \$ - **Assess:** Yes No

Notes

Driveway replaced to shift CS outside of SW. **Charge to City Project 230201**

4315-000 - 56600

Date: 12/1/2023

To: President Moe and City Commissioners

From: Michael Grafsgaard, City Engineer

Re: City Project 230201 - Water Main Replacement 28-23 & 29-23 - 4315-000-56600

Contract Cost: \$2,719,887.50



I hereby certify the work listed below has been completed and inspected and has been done in conformity with the plans and specifications for the above mentioned project. All work was completed by Kemper Construction, PO Box 8, Minot ND 58702.

Estimate No 4

WM 28-23 - 3rd St SE, 4th St SE, 5th St SE, 6th St SE, 6th Ave SE, 7th Ave SE

Spec	Code	Item Description	Quantity	Unit	Unit Price	Bid Amount	QUANTITIES		AMOUNT	
							Current	Date	Current	Total to Date
103	0100	CONTRACT BOND	0.6	L SUM	\$23,000.00	\$13,800.00	0.59	0.59	\$13,455.00	\$13,455.00
202	0114	REMOVAL OF CONCRETE	40	SY	\$190.00	\$7,600.00	0.00	0.00	\$0.00	\$0.00
202	0130	REMOVAL OF CURB & GUTTER	60	LF	\$58.00	\$3,480.00	0.00	0.00	\$0.00	\$0.00
203	0138	COMMON EXCAVATION - SUBCUT	365	CY	\$60.25	\$21,991.25	0.00	0.00	\$0.00	\$0.00
430	0001	FULL DEPTH HMA REPLACEMENT	545	SY	\$150.00	\$81,750.00	0.00	0.00	\$0.00	\$0.00
702	0100	MOBILIZATION	0.6	L SUM	\$70,400.00	\$42,240.00	0.00	0.00	\$0.00	\$0.00
704	0001	TRAFFIC CONTROL	0.6	L SUM	\$26,720.00	\$16,032.00	0.00	0.00	\$0.00	\$0.00
724	0300	GATE VALVE & BOX 6IN	-	EA	\$5,187.00	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0310	GATE VALVE & BOX 8IN	22	EA	\$5,760.00	\$126,720.00	0.00	0.00	\$0.00	\$0.00
724	0411	6IN HYDRANT	12	EA	\$9,852.00	\$118,224.00	0.00	0.00	\$0.00	\$0.00
724	0430	REMOVE HYDRANT	5	EA	\$2,662.00	\$13,310.00	0.00	0.00	\$0.00	\$0.00
724	0611	WATER SERVICE LINE 1IN	1,541	LF	\$63.00	\$97,083.00	0.00	0.00	\$0.00	\$0.00
724	0621	WATER SERVICE LINE 2IN	42	LF	\$90.50	\$3,801.00	0.00	0.00	\$0.00	\$0.00
724	0800	WATERMAIN 6IN PE/PVC	182	LF	\$121.00	\$22,022.00	0.00	0.00	\$0.00	\$0.00
724	0820	WATERMAIN 8IN PE/PVC	5,262	LF	\$76.00	\$399,912.00	0.00	0.00	\$0.00	\$0.00
724	0830	WATERMAIN 8IN PVC	602	LF	\$124.00	\$74,648.00	0.00	0.00	\$0.00	\$0.00
724	0944	CONNECTION TO EXISTING MAIN	11	EA	\$4,485.00	\$49,335.00	0.00	0.00	\$0.00	\$0.00
724	0955	WATER SERVICE CONNECTION 1I	60	EA	\$3,858.00	\$231,480.00	0.00	0.00	\$0.00	\$0.00
724	0960	WATER SERVICE CONNECTION 2I	1	EA	\$3,296.00	\$3,296.00	0.00	0.00	\$0.00	\$0.00
724	6013	ABANDON GATE VALVE	9	EA	\$1,132.00	\$10,188.00	0.00	0.00	\$0.00	\$0.00
724	6980	8IN X 8IN X 6IN TEE	11	EA	\$3,541.00	\$38,951.00	0.00	0.00	\$0.00	\$0.00
724	7010	8IN X 6IN REDUCER	1	EA	\$1,238.00	\$1,238.00	0.00	0.00	\$0.00	\$0.00
724	7011	8IN TEE	3	EA	\$4,265.00	\$12,795.00	0.00	0.00	\$0.00	\$0.00
724	7012	8IN CROSS	-	EA	\$3,167.00	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7015	8IN 90DEG BEND	3	EA	\$1,950.00	\$5,850.00	0.00	0.00	\$0.00	\$0.00
724	7029	1IN CURB STOP & BOX	60	EA	\$2,621.00	\$157,260.00	0.00	0.00	\$0.00	\$0.00
724	7031	2IN CURB STOP & BOX	1	EA	\$4,205.00	\$4,205.00	0.00	0.00	\$0.00	\$0.00
724	9997	SEWER MAIN VIDEO	5,429	LF	\$2.50	\$13,572.50	0.00	0.00	\$0.00	\$0.00
724	9998	SEWER SERVICE VIDEO LAUNCH	65	EA	\$200.00	\$13,000.00	0.00	0.00	\$0.00	\$0.00
724	9999	THRUST RESTRAINT	8	EA	\$1,398.00	\$11,184.00	0.00	0.00	\$0.00	\$0.00
748	0140	INSTALL CURB & GUTTER	60	LF	\$178.50	\$10,710.00	0.00	0.00	\$0.00	\$0.00
							Total Current Amount:		\$13,455.00	
						Total Bid Amount:		\$1,605,677.75		\$13,455.00

WM 29-23 - 2nd St NE between 6th Ave and 12th Ave

Spec	Code	Item Description	Quantity	Unit	Unit Price	Bid Amount	QUANTITIES		AMOUNT	
							Current	Date	Current	Total to Date
103	0100	CONTRACT BOND	0.4	L SUM	\$23,000.00	\$9,200.00	0.39	0.39	\$8,970.00	\$8,970.00
202	0114	REMOVAL OF CONCRETE	-	SY	\$190.00	\$0.00	0.00	0.00	\$0.00	\$0.00
202	0130	REMOVAL OF CURB & GUTTER	40	LF	\$58.00	\$2,320.00	0.00	52.00	\$0.00	\$3,016.00
203	0138	COMMON EXCAVATION - SUBCUT	195	CY	\$60.25	\$11,748.75	0.00	0.00	\$0.00	\$0.00
430	0001	FULL DEPTH HMA REPLACEMENT	286	SY	\$150.00	\$42,900.00	212.00	212.00	\$31,800.00	\$31,800.00
702	0100	MOBILIZATION	0.4	L SUM	\$70,400.00	\$28,160.00	0.00	0.40	\$0.00	\$28,160.00
704	0001	TRAFFIC CONTROL	0.4	L SUM	\$26,720.00	\$10,688.00	0.00	0.40	\$0.00	\$10,688.00
724	0300	GATE VALVE & BOX 6IN	3	EA	\$5,187.00	\$15,561.00	0.00	3.00	\$0.00	\$15,561.00
724	0310	GATE VALVE & BOX 8IN	10	EA	\$5,760.00	\$57,600.00	0.00	8.00	\$0.00	\$46,080.00
724	0411	6IN HYDRANT	7	EA	\$9,852.00	\$68,964.00	0.00	7.00	\$0.00	\$68,964.00
724	0430	REMOVE HYDRANT	-	EA	\$2,662.00	\$0.00	0.00	2.00	\$0.00	\$5,324.00
724	0611	WATER SERVICE LINE 1IN	1,852	LF	\$63.00	\$116,676.00	0.00	1964.00	\$0.00	\$123,732.00
724	0621	WATER SERVICE LINE 2IN	-	LF	\$90.50	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0800	WATERMAIN 6IN PE/PVC	118	LF	\$121.00	\$14,278.00	0.00	110.00	\$0.00	\$13,310.00
724	0820	WATERMAIN 8IN PE/PVC	2,750	LF	\$76.00	\$209,000.00	0.00	2752.00	\$0.00	\$209,152.00
724	0830	WATERMAIN 8IN PVC	-	LF	\$124.00	\$0.00	0.00	0.00	\$0.00	\$0.00
724	0944	CONNECTION TO EXISTING MAIN	6	EA	\$4,485.00	\$26,910.00	0.00	6.00	\$0.00	\$26,910.00
724	0955	WATER SERVICE CONNECTION 1I	68	EA	\$3,858.00	\$262,344.00	0.00	69.00	\$0.00	\$266,202.00
724	0960	WATER SERVICE CONNECTION 2I	-	EA	\$3,296.00	\$0.00	0.00	0.00	\$0.00	\$0.00
724	6013	ABANDON GATE VALVE	-	EA	\$1,132.00	\$0.00	0.00	1.00	\$0.00	\$1,132.00
724	6980	8IN X 8IN X 6IN TEE	9	EA	\$3,541.00	\$31,869.00	0.00	9.00	\$0.00	\$31,869.00
724	7010	8IN X 6IN REDUCER	-	EA	\$1,238.00	\$0.00	0.00	0.00	\$0.00	\$0.00

724	7011	8IN TEE	-	EA	\$4,265.00	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7012	8IN CROSS	1	EA	\$3,167.00	\$3,167.00	0.00	1.00	\$0.00	\$3,167.00
724	7015	8IN 90DEG BEND	-	EA	\$1,950.00	\$0.00	0.00	0.00	\$0.00	\$0.00
724	7029	11N CURB STOP & BOX	68	EA	\$2,621.00	\$178,228.00	0.00	69.00	\$0.00	\$180,849.00
724	7031	2IN CURB STOP & BOX	-	EA	\$4,205.00	\$0.00	0.00	0.00	\$0.00	\$0.00
724	9997	SEWER MAIN VIDEO	2,488	LF	\$2.50	\$6,220.00	0.00	0.00	\$0.00	\$0.00
724	9998	SEWER SERVICE VIDEO LAUNCH	71	EA	\$200.00	\$14,200.00	0.00	0.00	\$0.00	\$0.00
724	9999	THRUST RESTRAINT	2	EA	\$1,398.00	\$2,796.00	0.00	2.00	\$0.00	\$2,796.00
748	0140	INSTALL CURB & GUTTER	40	LF	\$178.50	\$7,140.00	0.00	52.00	\$0.00	\$9,282.00

Total Current Amount: \$40,770.00
Total Bid Amount: \$1,119,969.75 **\$1,086,964.00**

Total Work Completed: \$1,100,419.00
Retainage @ 4%: \$44,016.76
Previous Payments: \$1,004,346.24
Total Due This Estimate: \$52,056.00



**Preliminary Engineering Report
For
Street Improvement District No 79-24 *MEG*
17th St SE, 16th St SE, 8th Ave SE, and 10th Ave SE, Various Locations**

November 27, 2023

Overview, Purpose and Feasibility

This street improvement district includes base preparation, grading, paving and installation of curb and gutter within portions of the above roadways. The sections of roadways that are proposed to be improved were annexed to the City over twenty years ago and were graveled after installation of water and sewer utilities. The gravel roadways have generated complaints over the years due to dust, rough driving and soft conditions that exist at times.

The current roadway improvement concept will be to pave all portions of the roadways that are within city limits and currently gravel. Some sections will be developed as rural sections, with no curb and gutter, while other sections will be developed as full urban sections with curb and gutter. Drainage and existing buried utilities won't allow curb and gutter installation along portions of 17th St SE. 8th Ave SE and the rural section of 17th St SE will also be developed as rural roadway sections without curb and gutter. The pavement will greatly improve the roadways in the area.

A public input meeting is planned to get input from residents and interested parties related to the roadway improvement. The input meeting will be held at City hall on December 12th, from 5-7 pm.

Portions of the roadway (17th St SE, 10th Ave SE and 8th Ave SE) are on the City's Urban Roadway System and the project will be bid through the NDDOT with a bid opening in April or May of 2024. If competitive bids are received, we anticipate project construction will occur in the summer and fall of 2024.

Conclusion

The preliminary cost estimate for this project is approximately \$3.5 million. Of this amount, approximately \$3 million is estimated for construction cost and \$0.5 million is estimated for contingencies, administrative, legal, and engineering related costs.

City policy for new construction projects (in this case roadways that have not previously been paved) is 25% City share and 75% special assessed to benefitted properties. Special assessing over \$2.6 million

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

within the district would be cost prohibitive to most residents. Therefore, the City has worked to develop various funding mechanisms for this project to help make it more affordable. Project funding will be a combination of federal funds from the City's urban road fund, Tax Increment Financing (TIF) funds from the TIF district within the improvement area, potential sales tax proceeds from the infrastructure fund, and special assessments. With this combination of funding options, it is anticipated that approximately \$0.5 million will be assessed throughout the district. This amount is about 20% of what it would be based on existing City policy without additional funding mechanisms.

To complete the project in 2024, I recommend the City Commission approve the Preliminary Report and order preparation of Plans and Specifications. We will work to develop plans, refine the cost estimate and communicate with property owners to ensure they understand the project and their potential special assessment. The public input meeting and probable assessment letters will be used to ensure residents have ample opportunity to communicate any concerns they have. We hope to have a bid opening in the spring of 2024.

**Resolution Approving Preliminary Report
and Directing Preparation of Plans and Specifications for
Street Improvement District No 79-24
17th St SE, 16th St SE, 8th Ave SE**

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

1. This Board has received and considered the report of the engineer as to the general nature, purpose, and feasibility of the proposed Street Improvement District No 79-24, and an estimate of the probable cost of the work, and approves the report and directs it to be filed in the City Auditor's office.

2. The City Engineer is directed to prepare detailed plans and specifications for the project and to submit the same to this Board of City Commissioners.

Voting aye were Commissioners _____
Voting nay were Commissioners _____
Absent and not voting were Commissioners _____

Dated this 4th day of December, 2023.

Attest:

City of Devils Lake

Spencer Halvorson, City Administrator

Jim Moe, President of Commission

**Resolution Creating
Street Improvement District No 80-24
Area West of College Dr and South of 14th St NW
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 80-24 is created for the purpose of improving the above noted roadways through milling and new HMA, curb & gutter improvements 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 Northwest corner of Lot 12, Block 97, Original Townsite;
thence Easterly along the South right of way line of 14th St NW to the Northeast corner of Lot 1, Block 92, Lincoln Add;
thence Southerly along the West right of way line of College Dr N to the Southeast corner of Lot 24, Block 177, OT;
thence Westerly to the Southeast corner of Lot 19, Block 176, OT;
thence Northerly to the Southeast corner of Lot 24, Block 161, OT;
thence Westerly to the Southwest corner of Lot 18, Block 162, OT;
thence Northwesterly to the Southwest corner of Lot 12, Block 162, OT;
thence Northerly to the Northwest corner of said Lot 12;
thence Northwesterly to the Southwest corner of Lot 29, Block 7, Roundhouse Subdivision;
thence Northwesterly to the Southeast corner of said Lot 29;
thence Northerly to the Northwest corner of Lot 25, Block 7, Roundhouse Subdivision;
thence Westerly to the Southwest corner of Lot 19, Block 7, Roundhouse Subdivision;
thence Northwesterly to the Southwest corner of the East 55' of Lot 5, Block 7, Roundhouse Subdivision;
thence Northeasterly to the Northwest corner of said East 55' of Lot 5;
thence Northeasterly to the Southwest corner of Lot 8, Block 5, Roundhouse Subdivision;
thence Northerly 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 _____

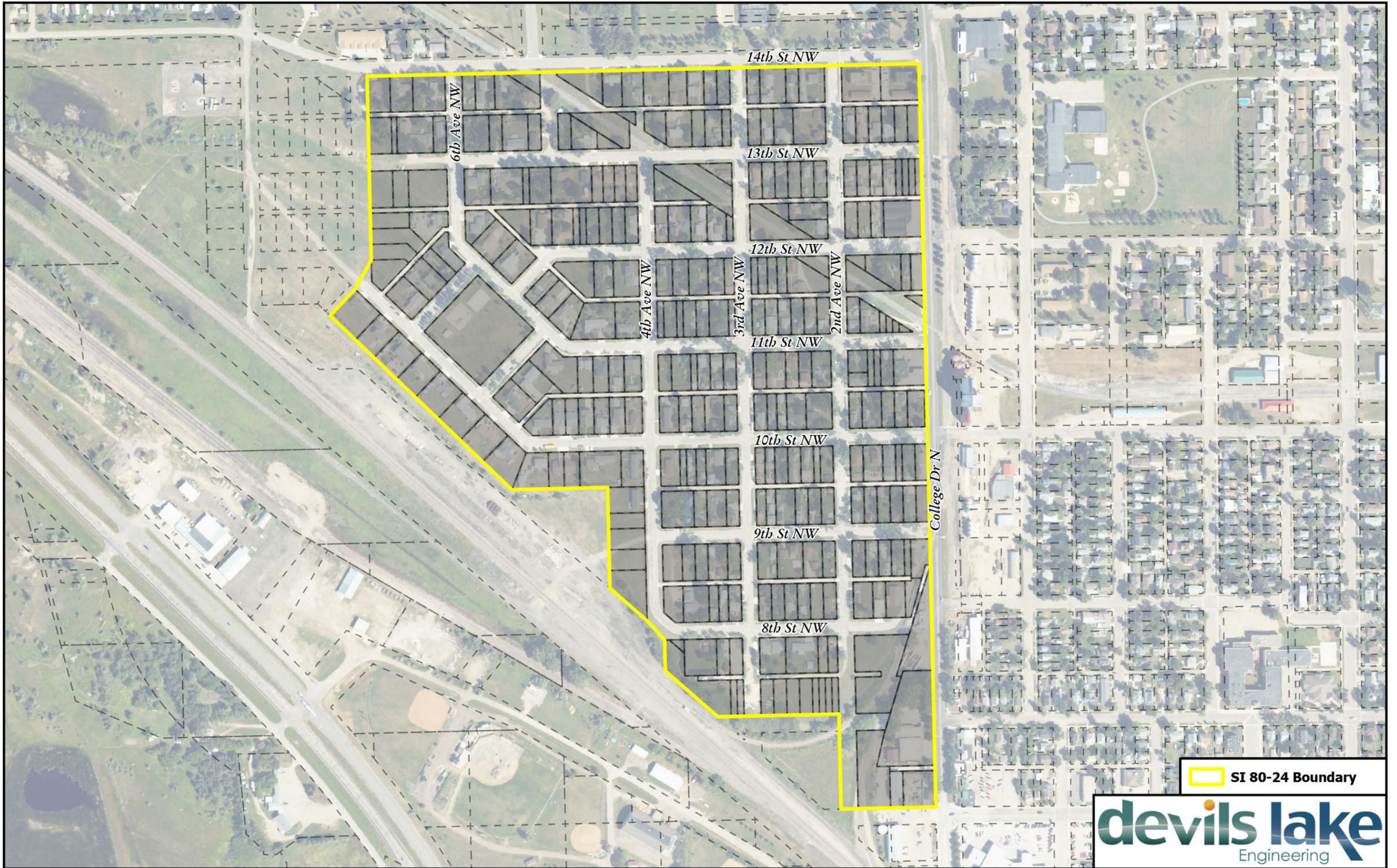
Dated this 4th day of December, 2023.

Attest:

City of Devils Lake

Spencer Halvorson, Administrator/Auditor

Jim Moe, President of City Commission



 SI 80-24 Boundary

MEMO TO: Chad Orn
Deputy Director of Planning

FROM: Ardin Striefel, 328-2559
Local Government Division

DATE: 11/22/2023

SUBJECT: Preliminary Engineering Reimbursement Agreement for Project
NHU-3-020(143)102 - PCN 24182

This contract is a Preliminary Engineering Reimbursement agreement with City of Devils Lake for a project for a Micro surfacing, traffic signal, pedestrian crossing, and road diet project located on ND 20 from US 2 to Firebird Lane in Devils Lake.

Contract # 38231465

- The type of work: Micro surfacing, traffic signal, pedestrian crossing, and road diet.
- Federal Funds will be used for Preliminary Engineering Services.
- City shall reimburse NDDOT for any costs it has incurred for the engineering services if City terminate this agreement.
- No One time changes on the standard agreement template.

38/as

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

NDDOT Contract No. 38231465
Project No. NHU-3-020(143)102
PCN No. 24182

**North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Devils Lake, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with a micro surfacing, traffic signal, pedestrian crossing, and road diet project on ND 20 from US Highway 2 to Firebird Lane; and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$375,000 per person and \$1,000,000 per occurrence**. The minimum limits of liability required of the State are **\$375,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$375,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 07-22



Appendix B

NHU-3-020(143)102 Cost Estimate and Funding Breakdown

Cost Estimate:	Total		Federal	State	City
Main Project Cost Split =	\$600,000.00	=	\$485,580.00	\$54,420.00	\$60,000.00
Construction Engineering =	\$150,000.00	=	\$121,395.00	\$13,605.00	\$15,000.00
Preliminary Engineering =	\$150,000.00	=	\$121,395.00	\$13,605.00	\$15,000.00
Right of way =	\$0.00	=	\$0.00	\$0.00	\$0.00
Total Cost Estimate =	\$900,000.00	=	\$728,370.00	\$81,630.00	\$90,000.00

Note: The costs above are estimated.

11/28/2023

MEMO TO: Chad Orn
Deputy Director of Planning

FROM: Ardin Striefel, 328-2559
Local Government Division

DATE: 11/22/2023

SUBJECT: Preliminary Engineering Reimbursement Agreement for Project
NHU-3-019(071)155 - PCN 24183

This contract is a Preliminary Engineering Reimbursement agreement with City of Devils Lake for a project for a Micro surfacing project located on ND 19 from US 2 to West of 2nd Ave NW in Devils Lake.

Contract # 38231466

- The type of work: Micro surfacing.
- Federal Funds will be used for Preliminary Engineering Services.
- City shall reimburse NDDOT for any costs it has incurred for the engineering services if City terminate this agreement.

- No One time changes on the standard agreement template.

38/as

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

NDDOT Contract No. 38231466
Project No. NHU-3-019(071)155
PCN No. 24183

**North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Devils Lake, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with a micro surfacing project on ND Highway 19 from US Highway 2 to West of 2nd Avenue NW; and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$375,000 per person and \$1,000,000 per occurrence**. The minimum limits of liability required of the State are **\$375,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$375,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 07-22



Appendix B

NHU-3-019(071)155 Cost Estimate and Funding Breakdown

Cost Estimate:	Total		Federal	State	City
Main Project Cost Split =	\$50,000.00	=	\$40,465.00	\$4,535.00	\$5,000.00
Construction Engineering =	\$25,000.00	=	\$20,232.50	\$2,267.50	\$2,500.00
Preliminary Engineering =	\$25,000.00	=	\$20,232.50	\$2,267.50	\$2,500.00
Right of way =	\$0.00	=	\$0.00	\$0.00	\$0.00
Total Cost Estimate =	\$100,000.00	=	\$80,930.00	\$9,070.00	\$10,000.00

Note: The costs above are estimated.

11/28/2023

Agenda Item: Line of Credit – Devils Lake Regional Airport

Submitted By: Spencer Halvorson, City Administrator/Auditor

Staff Recommended Action: Approve the Line of Credit as Presented

BACKGROUND AND ANALYSIS:

The Devils Lake Regional Airport is undergoing a large expansion of their terminal as well as construction of their apron/taxiway. Associated with these projects are high dollar contractor and consultant payments requiring up front payment with reimbursement from the federal government at future dates.

The Airport currently incorporates its operational financial resources with that of the City.

There was a mutual understanding between both organizations at the beginning of the projects that the Airport could count on the City for a line of credit as they await reimbursement from the federal government. It was understood that the line of credit at its peak would be at, near, or shortly above the \$2,000,000 mark net of the airport's operational related financial resources incorporated in the City's bank deposit.

At this time, the Airport is currently at a \$3.07 million dollar net deficit against the City's overall deposit if you include its operations' financial resources. There are \$3.3 million in reimbursable expenses being reviewed by grant administrators with the federal government that the Airport/City are waiting to receive. This reimbursement has not been received in as timely a manner as the airport and City were anticipating and there is no guarantee it will arrive by the end of the year.

	<u>BEG. BAL</u>	<u>REVENUES</u>	<u>TRAN. IN</u>	<u>EXPENSES</u>	<u>TRAN. OUT</u>	<u>End Bal.</u>
Operations	\$ 635,305.33	\$1,201,909.25	\$40,000.00	\$ 507,794.00	\$ -	\$ 1,369,420.58
Grants & Addendums	\$ (2,039,488.01)	\$3,841,058.74	\$ -	\$ 6,241,036.35	\$ -	\$ (4,439,465.62)
	\$ (1,404,182.68)	\$ 5,042,967.99	\$ 40,000.00	\$ 6,748,830.35	\$ -	\$ (3,070,045.04)

There are vendor payments to Strata Corp for \$1.7 million and Mead & Hunt for \$50,406 for services related to the apron/taxiway project and terminal expansion to be paid by the Airport/City (approved by both the Airport Authority and City Commission via the list of bills on 11/20/23). Paying these bills will put the airport at a roughly \$4.8 million dollar net deficit against the City's overall deposit. These payments have been held by the City's Auditing Department so the City Commission would have the opportunity to provide feedback and direction related to the line of credit arrangement with the airport.

To also be noted, the interest rate environment is much different from when the original arrangement as it was understood began operating – increasing the level of opportunity cost for the City to continue with this level of credit commitment.

RECOMMENDATION

It is recommended the City approve and extend the line of credit net of financial resources incorporated with the City to \$5,000,000 so the City can remit payment to Strata Corp. Should repayment of the \$3.3 million from the federal government be further delayed into January, it will be brought before the City Commission to consider enacting interest and fees associated with this line of credit.

ATTACHMENTS:

- Line of Credit Net of Incorporated Financial Resources

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



**TO: Devils Lake Regional Airport
106 National Guard St NW
Devils Lake, ND 58301**

**FROM: City of Devils Lake
423 6th St NE
Devils Lake, ND 58301**

RE: Line of Credit Net of Incorporated Financial Resources

We hereby authorize the Devils Lake Regional Airport (106 National Guard St NW, Devils Lake, ND 58301) to draw on the financial resources of the City of Devils Lake (423 6th St NE, Devils Lake, ND 58301) up to an aggregate amount of \$5,000,000 net of financial assets incorporated in the City's deposits.

The purpose of this line of credit is to cover the large expenses associated with the Airport's terminal remodel and apron/taxi way construction while the Airport awaits reimbursement from the FAA & US Treasury Department. Payments may be made to vendors and consultants from the City's bank account up to but not in excess of \$5,000,000 against the financial resources the airport keeps within the City's bank account.

Invoices to vendors must be approved by the Devils Lake Airport Authority and authorized by the City Commission through the approval of the City's list of bills at each Commission meeting. Standard support materials must be provided, and any additional information requested by the City shall be presented before payment will be issued.

No fees or interest will be associated with this line of credit at the current time. The City reserves the right to reassess and/or levy fees or interest at any future City Commission meeting.

Depending on the frequency of reimbursement by the Federal government, the City Commission may reconsider its policy related to fees and interest associated with this line of credit.

The line of credit shall expire upon the last reimbursement from the federal government for the terminal expansion and apron/taxiway project.

Approved by the Devils Lake City Commission at their meeting on December 4th, 2023.

ATTEST:

CITY OF DEVILS LAKE

Spencer Halvorson
City Administrator/Auditor

Jim Moe, President
Devils Lake City Commission



Jonathon (Jack) F. Yunker

424 5th St. NE

PO Box 152

Devils Lake, ND 58301

O: (701) 662-1840

C: (701) 740-5525

jack@yunkerlaw.us

www.yunkerlaw.us

December 4, 2023

City of Devils Lake
ATTN: Spencer Halvorson
P.O. Box 1048
Devils Lake, ND 58301

SENT VIA EMAIL (SPENCERH@DVLND.COM) ONLY

Re: PFAS Litigation

Dear Spencer:

I write in response to your request for recommendation regarding the PFAS litigation. As you know, the PFAS litigation is a multi-district litigation against the 3M Company ("3M") and several different DuPont entities ("DuPont"). The litigation involves multiple cities, counties, and municipalities throughout the nation who have water contaminants known as Per-and Polyfluoroalkyl Substances ("PFAS"). There are 18 PFAS chemicals that can be found in a city's water supply.

According to the North Dakota Department of Environmental Quality ("NDDEQ"), "PFAS are a group of chemicals that have been manufactured and used in a variety of industries in the United States since the 1940s. These chemicals have been shown to be persistent in the environment and the human body." These chemicals have been attributed to some negative health impacts.

The NDDEQ offered voluntary testing for PFAS chemicals in the North Dakota public water systems contained in North Dakota municipalities. The results of the testing can be found at <https://deq.nd.gov/MF/PFAS/>.

Pursuant to the City's request the North Dakota Department of Environmental Quality conducted a test to determine if these contaminants were found in the Devils Lake water supply. In a letter dated December 16, 2020, Ms. Stacy Herreid provided the results of the North Dakota Department of Environmental Quality, which concluded there were zero detections of the 18 PFAS chemicals in the City's water supply. Enclosed is a copy of the test results.

DuPont and 3M have reached settlement agreements for the class-action lawsuit and are now proceeding to the settlement payout phase of the litigation. This phase requires impacted claimants to take certain steps to secure and validate their claim. A claim would be validated if a city or

district's water source was tested and analyzed and found to have PFAS contaminants. District or city claims would be preserved by following the procedural requirements under the settlement.

Pursuant to the settlements, the City has two options: (1) stay in the settlements; or (2) request exclusion from one or both of the settlements.

The City will remain a part of the settlements if they take no action. However, the City will need to follow the claims procedure for testing for PFAS and submitting the claim documentation under each settlement. The procedure is different under each settlement.

The City may also elect to stay in the settlement but not participate in the claims process—the submission of the water source testing. If the City elects to stay in the settlement and not participate in the claims process, it will not receive any settlement payment and will likely be prohibited from filing any future PFAS claim related to drinking water related to 3M or DuPont.

If the City wishes to move forward with option 2—request exclusion from one or both of the settlements—the City would be required to prepare and serve various legal documents. The DuPont exclusion deadline is December 4, 2023. The 3M exclusion deadline is December 11, 2023. At this time, it is my recommendation the City remain in the settlement litigation and not participate in the claims process until such time that would be appropriate.

Please contact me with any questions you may have.

Respectfully,

A handwritten signature in black ink, appearing to read "Jack Yunker". The signature is stylized and cursive.

Jonathon (Jack) F. Yunker

JFY/alj

Enclosure

To: Devils Lake
From: North Dakota Department of Environmental Quality
RE: PFAS Laboratory Results
Date: 12/16/2020

The week of October 12th-16th your public water system participated in a voluntary sampling for a class of unregulated contaminants of concern known as Per- and Polyfluoroalkyl Substances (PFAS). We are happy to report that the analysis of the drinking water samples from your system had no detections of the 18 PFAS chemicals that were included in the analysis. We will be sending out our finalized report in the near future but wanted to report the results now so that you are informed.

Contact me at (701) 328-5287 or sherreid@nd.gov if you have any questions concerning the sampling or results.

Sincerely,

Stacey Herreid
Environmental Scientist
Division of Municipal Facilities



Results of Devils Lake-DW

Client Sample ID: Devils Lake-DW
Client Project ID: PFAS Study
Lab Sample ID: 32001921052-A
Lab Project ID: 32001921

Collection Date: 10/13/2020 11:45
Received Date: 10/19/2020 09:10
Matrix: Drinking Water

Results by EPA 537.1

Parameter	Result	Qual	DL	LOQ/CL	Units	DF	Date Analyzed
NEtFOSAA	ND	U	0.834	2.16	ng/L	1	11/4/2020 20:36
NMeFOSAA	ND	U	0.765	2.16	ng/L	1	11/4/2020 20:36
PFBS	ND	U	0.501	2.16	ng/L	1	11/4/2020 20:36
PFDA	ND	U	0.490	2.16	ng/L	1	11/4/2020 20:36
PFDoA	ND	U	0.534	2.16	ng/L	1	11/4/2020 20:36
PFHpA	ND	U	0.629	2.16	ng/L	1	11/4/2020 20:36
PFHxA	ND	U	0.668	2.16	ng/L	1	11/4/2020 20:36
PFHxS	ND	U	0.546	2.16	ng/L	1	11/4/2020 20:36
PFNA	ND	U	0.455	2.16	ng/L	1	11/4/2020 20:36
PFOA	ND	U	0.534	2.16	ng/L	1	11/4/2020 20:36
PFOS	ND	U	0.523	2.16	ng/L	1	11/4/2020 20:36
PFTreA	ND	U	0.331	2.16	ng/L	1	11/4/2020 20:36
PFTriA	ND	U	0.426	2.16	ng/L	1	11/4/2020 20:36
PFuNA	ND	U	0.374	2.16	ng/L	1	11/4/2020 20:36
NaDONA	ND	U	0.468	2.16	ng/L	1	11/4/2020 20:36
9CI-PF3ONS	ND	U	0.452	2.16	ng/L	1	11/4/2020 20:36
11CI-PF3OUdS	ND	U	0.517	2.16	ng/L	1	11/4/2020 20:36
HFPO-DA (GenX)	ND	U	1.52	2.16	ng/L	1	11/4/2020 20:36
Surrogates							
13C2-PFDA	76.4			70.0-130	%	1	11/4/2020 20:36
13C2-PFHxA	77.3			70.0-130	%	1	11/4/2020 20:36
d5-NEtFOSAA	71.6			70.0-130	%	1	11/4/2020 20:36
13C3-HFPO-DA	76.8			70.0-130	%	1	11/4/2020 20:36

Batch Information

Analytical Batch: XLC1614
Analytical Method: EPA 537.1
Instrument: TQS2
Analyst: FNS
Analytical Date/Time: 11/04/2020 20:36

Prep Batch: HXX2635
Prep Method: EPA 537.1 Prep
Prep Date/Time: 10/26/2020 20:26
Prep Initial Wt./Vol.: 232 mL
Prep Extract Vol: 1 mL

Original Report Date: 7/22/20

Report Date: 7/22/20

Log Number: 20-S1117 cont'd System: 3600231 DEVILS LAKE CITY OF

Statement: This analysis includes chemical content only,
and does not determine the bacterial quality of the water.

Units: ug/L = micrograms per liter or part per billion (ppb)
mg/L = milligrams per liter or part per million (ppm)
umhos/cm = micromhos per centimeter or microSiemens
per centimeter (conductivity)
gr/gal = grains per gallon. 1 grain per gallon is the
equivalent of 64.8 mg of calcium carbonate
per gallon or 17.1 ppm (hardness)
NTU = Nephelometric Turbidity Units
> = greater than
< = less than

For further information contact:
North Dakota Department of Environmental Quality
Division of Municipal Facilities
918 East Divide Ave
Bismarck, ND 58501-1959
Drinking Water Program, (701) 328-5211.

If a result is noted with an alphanumeric code the result has been qualified as defined on the last page(s).
Not all codes are applicable to all results.

Original Report Date: 7/22/20

Report Date: 7/22/20

Log Number: 20-S1117 cont'd System: 3600231 DEVILS LAKE CITY OF

=====
Qualifiers
=====

Qualifiers are added to an analyte result to indicate a quality control failure. If a result has been noted with an alpha-numeric code, refer to this list of definitions for more information.

A### Laboratory Fortified Sample Matrix Recovery

The recovery of a known amount of analyte added to a portion of the sample was ###%.

B### Laboratory Fortified Blank Recovery

The recovery of a known amount of analyte added to laboratory reagent water was ###%.

C### Analyte Hold Time Exceeded Before Arrival

Analyte hold time is ### hours. The hold time had been exceeded before the sample arrived at the laboratory.

D### Analyte Hold Time Exceeded After Arrival

Analyte hold time is ### hours. The result was not able to be determined before the hold time had been exceeded.

E### Surrogate Recovery in a Sample

The recovery of a known amount of surrogate analyte added to the sample was ###%.

F### Surrogate Recovery in a Laboratory Reagent Blank

The recovery of a known amount of surrogate analyte added to the Laboratory Reagent Blank was ###%.

G### Surrogate Recovery in a Laboratory Fortified Blank

The recovery of a known amount of surrogate analyte added to the Laboratory Fortified Blank was ###%.

H### High Relative Percent Difference for a Sample Duplicate or a Laboratory Fortified Sample Matrix Duplicates

The Relative Percent Difference of a Sample duplicate or a Laboratory Fortified Sample Matrix duplicate was high at ###%.

J Surrogate Recovery Not Available

The recovery of the surrogate analyte is not available because the sample was diluted after extraction.

K Laboratory Fortified Sample Matrix Recovery Not Available

The recovery of a known amount of analyte added to a portion of the sample is not available because of high native level in the sample.

M Elutriate Extraction Hold Time

The sample result was determined before the hold time of the elutriate extracted sample had been exceeded.

Qualifiers

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
4-Dec-23

VENDOR	AMOUNT DUE
AIRPORT	
Newby's Ace Hardware	\$17.98
Nodak Electric	\$1,358.65
Ramsey County Treasurer	\$326.35
CITY	
Advance Auto Parts	\$67.59
Blue360 Media	\$82.95
Capital One-Walmart	\$728.69
Capital One Trade Credit-Mac's	\$5,428.97
Corporate Technologies	\$3,535.00
Dakota Implement-NAPA	\$1,740.59
Decorated Wearables	\$65.48
DL Chamber of Commerce/Tourism	\$51,780.63
Devils Lake Park Board	\$67,830.15
Ecolab	\$215.22
Eddy County Treasurer	\$752.33
Forward DL Development	\$50,000.00
Glen Geske	\$228.04
Gessner Ironworks	\$603.19
Hawkins	\$5,889.56
Ihry Insurance	\$167.00
IAAO	\$240.00
JB Vending	\$165.60
John Deere Credit	\$31,952.34
Keller's Briteway	\$26.00
Kemper Construction	\$56,302.30
KLJ Engineering	\$29,584.05
Lake Chevy Buick GMC	\$612.90
Lake Region Heritage Center	\$2,778.86
Lakeside Surveillance	\$715.50

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
4-Dec-23

VENDOR	AMOUNT DUE
LEAF	\$373.87
Leon's Building Center	\$105.45
Linde Gas & Equipment	\$244.95
Mack Plumbing	\$3,484.02
Matthew Bender-Lexis Nexis	\$81.60
Med-Tech Resource	\$97.65
Midstate Volunteer Program	\$3,000.00
Motorola Solutions	\$243.75
Nelson Electrical Solutions	\$213.00
Newby's Ace Hardware	\$543.93
Nicole Rosencrantz	\$3.84
ND League of Cities	\$3,500.00
ND Water Coalition	\$1,000.00
ND Water Users Association	\$600.00
Ottertail Power Company	\$30,936.25
Petty Cash	\$114.50
Quadient Leasing	\$260.70
Ray's Painting Service	\$625.00
Razor Tracking	\$75.00
Rough Rider Industries	\$7,884.00
RWB Investments	\$49.00
Sanitation Products	\$187.49
Scott Bachmeier	\$68.00
Service Tire	\$551.98
Sue Schwab	\$14.00
Tanya Weiler	\$2,000.00
Tractor Supply Credit Plan	\$442.41
Usable Life	\$596.84
United States Postmaster	\$3,600.00
TOTAL LIST OF BILLS	\$374,093.15