



City Commission Meeting Agenda

Devils Lake City Hall Commission Chambers

423 6th St NE, Devils Lake, 58301

Tuesday, January 2, 2024

Meeting Items

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Minutes – December 18, 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 Park District
 - a. Release of Obligated Funds - \$250,000 Quality of Life Investment

Commission Portfolios

- 1) N/A

Old Business

- 1) Line of Credit – Airport Authority

Consent Agenda

- 1) N/A

New Business

- 1) 2nd Reading – Ordinance #993 Franchise Agreement Renewal with Montana Dakota Electric Utilities
- 2) Adjustment to Rates and Fees – Sanitation Compactor Rates
- 3) Law Enforcement Center Deed
- 4) Assistant City Engineer Grade and Step Adjustment
- 5) Designate Depositor for City Funds
- 6) Pay Estimate #5 – City Project 230201 Watermain Replacement 28-23 & 29-23

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
December 18, 2023

The regular meeting of the Devils Lake City Commission was held on December 18, 2023 with the following members present: President Moe, Rob Hach, Jason Pierce, Dale Robbins, and Shane Hamre.

Commissioner Pierce moved to approve the minutes of the regular Commission meeting held on December 4, 2023. The motion was seconded by Commissioner Robbins, and the motion carried unanimously.

Public Hearing – Resolution to Establish Devils Lake Job Development Authority – The City Administrator briefed the resolution on the Job Development Authority for the City of Devils Lake. Commissioner Pierce made a motion to approve the resolution. Commissioner Hach seconded the motion, and the motion carried unanimously.

Commissioner Hach – The City Engineer communicated that there is not an update for the Sanitation Department. The City Assessor communicated that homestead credit applications will be going out at the end of the year.

Commissioner Hamre - The City Engineer communicated that the Utility Department will be working on identifying copper and lead lines within the city.

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 the Fire Department is working on year end stuff and following up with the equipment plan. He also mentioned that Santa will be in town on December 21st and 22nd and the routes will be posted on their Facebook page.

Commissioner Pierce communicated that the LEC has the deeds for the JPA and lease of the LEC. He also communicated that he is going to talk to Allyson at the Chamber about a city with Christmas celebration for next year. He also communicated the updates to the Lake Region Dispatch 911 procedures.

The Police Chief communicated that he does not have an update for the Police Department. President Moe communicated that he would like a letter of condolences sent out to Mercer County. Commissioner Pierce thanked the police department, sheriff department, and the BIA for helping hand out the extra gifts that they had.

The City Administrator communicated that he did not have an update.

The City Attorney communicated that they are halfway done with the junk nuisances. They are trying to figure out where they can put the vehicles.

1st Reading – Ordinance #993 Franchise Agreement Renewal with Montana Dakota Electric Utilities

Equipment Replacement Plan – The City Administrator went through each department and what that specific departments equipment plan is over the next seven years. He communicated the larger purchases and the years they are projected to take place. Commissioner Pierce made a motion to approve the equipment replacement plan. Commission Robbins seconded the motion. The motion carried unanimously on a roll call vote.

Budget Amendment 24-01 - Equipment Replacement Update – The City Administrator went through a couple of budget amendments that need to be made. Commissioner Pierce made a motion to approve budget amendment 24-01. Commissioner Robbins seconded the motion. The motion carried unanimously on a roll call vote.

Adjustment to Rates and Fees – Truck Snow Haulers – The City Engineer communicated that the City contracts with local truck drivers to haul away snow when cleaning the downtown area. The city currently pays \$2.25 per cubic foot per hour for a truck to haul snow. An additional \$5.00 per hour is paid for trucks that have an end gate. The recommendation is to adjust the rates and fees to reflect a per hour additional payment of \$12.50 for snow haulers with an end gate. This would be an increase of \$7.50 per hour from the current pay of \$5.00 per hour. Commissioner Hamre made a motion to approve the recommendation. Commissioner Hach seconded the motion, and the motion carried unanimously.

Adjustment to Part Time Salaries – Volunteer Fire Department – The Fire Chief communicated that this adjustment would be to match what the city pays their part time employees. He communicated that it is difficult to retain volunteer firefighters, so hopefully making this change will get them to stick around. Commissioner Hach made a motion to approve the adjustment for part time salaries. Commissioner Pierce seconded the motion. The motion carried unanimously on a roll call vote.

Resolution Declaring the Necessity of an Improvement for St Imp District #79-24 – 17th St SE, 16th St SE, 8th Ave SE, 10th Ave SE – Commissioner Pierce made a motion to approve the resolution declaring the necessity of an improvement for street improvement district #79-24. Commissioner Robbins seconded the motion, and the motion carried unanimously.

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

SPENCER HALVORSON
CITY ADMINISTRATOR/AUDITOR

JIM MOE
PRESIDENT OF CITY COMMISSION

RESOLUTION TO OBLIGATE FUNDS FOR FAMILY ENTERTAINMENT CENTER PROJECT LED BY DEVILS LAKE PARK DISTRICT

WHEREAS, The Board of City Commissioners of the City of Devils lake, North Dakota (The "City") supports the Devils Lake Park District's Family Entertainment Center project (the "Project"). The location of the Project will be on the Southwest corner Highway 2 and 20. The City intends to financially support the project to the amount of \$250,000.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The City obligates \$250,000 to financially support the Project, with funds to be allocated by the Devils Lake City Commission at a later date close to the beginning of construction.

Adopted this 21st day of November, 2022.

ATTEST:


Spencer Halvorson
City Administrator/Auditor

CITY OF DEVILS LAKE


Jim Moe, President
Devils Lake City Commission

The motion for the adoption of the foregoing resolution was duly made by Commissioner Robbins, seconded by Commissioner Hach and upon vote being taken thereon, the following voted in favor: Commissioners Robbins, Hach, Hamre, Pierce, Moe, the following voted against the same: None, and the following were absent: N/A; whereupon said resolution was declared duly passed and was signed by the President of the City Commission and by the City Auditor.

Agenda Item: Line of Credit – Airport Authority

Submitted By: Spencer Halvorson, City Administrator/Auditor

Staff Recommended Action: Amend the previous line of credit approved at the December 4th, 2023, City Commission meeting, increasing the amount from \$5 million to \$6 million and levying a 3% interest per day on the balance net of financial assets incorporated in the City's deposit.

At the December 4, 2023 City Commission meeting, the Commission extended the line of credit to the Airport Authority to \$5,000,000. We were hoping that a \$3.3 million dollar reimbursement from the federal government would arrive prior to the new year. Reimbursement has not been received yet and it was communicated that the City would need to reassess this arrangement at the turn of the new year should that happen.

At this time, the Airport is currently at a 4.86 million dollar net deficit against the City's overall deposit if you include its operations' financial resources.

	<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	\$ 1,222,110.00	\$ 40,000.00	\$ 539,381.00	\$ -	\$ 1,358,034.33
Grants & Addendums	\$ (2,039,488.01)	\$ 3,841,058.74	\$ -	\$ 8,022,669.08	\$ -	\$ (6,221,098.35)
	\$ (1,404,182.68)	\$ 5,063,168.74	\$ 40,000.00	\$ 8,562,050.08	\$ -	\$ (4,863,064.02)

There are a total of \$750,000 in vendor payments to Gleason Construction, Bergstrom Electric, and Mead & Hunt for services related to the apron/taxiway project and terminal expansion to be paid. Paying these bills will put the airport at a roughly \$5.75 million dollar net deficit against the City's overall deposit.

It is recommended the City approve and extend the line of credit net of financial resources incorporated with the City to \$6,000,000 so the City can remit payment to the noted vendors. In addition, it is also recommended that the City levy a 3% interest charge per day on this revolving line of credit moving forward, until the last reimbursement from the federal government for the terminal expansion and apron/taxiway project are received or by action of the City Commission.

Most recent conversations with our current bank indicates that a private sector revolving line of credit would be at or near 8%. The City can consistently earn 5% on the cash we have with our current depositor. The current opportunity cost to the City at a \$4.8 million is \$20,000 per month. A charge of 3% interest would bring back in \$12,000 of that \$20,000, a 40% discount in relation to the City's opportunity cost.

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Attached

- Amended Line of Credit
- December 4, 2023 Staff Report
- Previously Approved Line of Credit

City of Devils Lake
423 6th St NE
PO Box 1048
Devils Lake, ND 58301
www.dvind.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: AMENDMENT to 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 \$6,000,000 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 \$6,000,000 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.

Interest of 3% per day will be levied with this line of credit. The City reserves the right to reassess and/or levy additional or reduced fees or interest at any future City Commission meeting.

The line of credit shall expire upon the last reimbursement from the federal government for the terminal expansion and apron/taxiway project or by action of the Devils Lake City Commission.

Upon approval, the above terms will replace and supersede the previous terms approved by the City Commission at their December 4th, 2023 meeting.

Approved by the Devils Lake City Commission at their meeting on January 2nd, 2024.

ATTEST:

CITY OF DEVILS LAKE

Spencer Halvorson
City Administrator/Auditor

Jim Moe, President
Devils Lake City Commission

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.

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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.dvlnl.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

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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.

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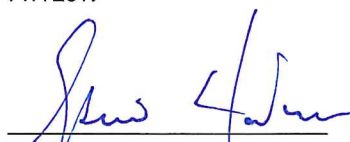
No fees or interest will be associated with this line of credit at the current time. The City reserves the right to reassess and/or levy fees or interest at any future City Commission meeting.

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:



Spencer Halvorson
City Administrator/Auditor

CITY OF DEVILS LAKE



Jim Moe, President
Devils Lake City Commission

ACCEPTANCE OF FRANCHISE

Montana-Dakota Utilities Co., a ~~Division of MDU Resources Group, Inc., a~~ corporation, hereby accepts the terms and conditions of that certain Ordinance No. 881 enacted by the governing body of the City of Devils Lake, Ramsey County, North Dakota, the same being an ordinance granting to said Company, its successors and assigns, a franchise to construct, maintain and operate, within and upon, in and under the streets, alleys and public grounds of said City, a gas distribution system for transmitting and distributing natural or manufactured gas for public and private use, which ordinance was duly and finally passed, adopted and approved by the governing body of said City on the 20th day of January, 2009.

Dated this



Montana-Dakota Utilities Co.
~~A Division of MDU Resources Group, Inc.~~

By *Paul K. Houchens*  
President and Chief Executive Officer

ATTEST

[Signature]
Assistant Secretary

I, the undersigned, duly elected, qualified and acting Auditor of the City of _____, State of North Dakota, do hereby certify that I received the within Acceptance of Franchise on this _____ day of _____, 2009, and on said date duly filed the same in my office.

Auditor

(SEAL OF MUNICIPALITY)

- CITY OF DEVILS LAKE -

423 Sixth Street NE
P.O. Box 1048
Devils Lake, ND 58301-1048

Phone (701) 662-7600
Fax (701) 662-7612
www.ci.devils-lake.nd.us



CITY COMMISSION -
Fred Bott, President
Dick Johnson
Tim Heisler
Craig Stromme
Rick Morse

January 22, 2009

Ban-y Gage
MDU
205 6th Street
Devils Lake, ND 58301

Dear Mr. Gage:

Enclosed for your files is a copy of the Ordinance related to our Franchise Agreement that was passed at the City of Devils Lake City Commission meeting on January 20, 2009. According to the Ordinance, MDU has thirty days to file with the City Auditor its written acceptance of the franchise.

Feel free to call me at 662-7600 if you have any questions.

Sincerely,

Terry Johnston
City Administrator

Enclosure

TERRY L. JOHNSTON
Adminsrator Auditor
(701) 662-7600
terryj@ci.devils-lake.nd.us

GARY A. MARTINSON
Assessor/Building Official
(701) 662-7607
gary_m@ci.devils-lake.nd.us

MICHAEL E. GRAFSGAARD
Engineer
(701) 662-7614
mike_g@ci.devils-lake.nd.us

J. THOMAS TRAYNOR, JR.
City Attorney
(701) 662-4077
lomtraynor@traynorlaw.com

ORDINANCE NO. 993881

AN ORDINANCE, WHICH UPON ADOPTION, SHALL BE CODIFIED AS CHAPTER 13.38 OF THE DEVILS LAKE MUNICIPAL CODE.

BE IT ORDAINED, by the City Commission of the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter of the City of Devils Lake, that this Ordinance shall be codified as Chapter 13.38 of the Municipal Code, and shall provide as follows:

13.38.010 Statement of intent and purpose. This is an ordinance granting to Montana-Dakota Utilities Co., ~~a division of MDU Resources Group, Inc.~~ a corporation, its successors and assigns, the franchise and right to construct, maintain and operate, within and upon, in and under the streets, alleys and public grounds of the City of Devils Lake, ND a gas distribution system for transmitting and distributing natural or manufactured gas, or a mixture of both, for public and private use.

13.38.020 Definitions. The following shall be definitions for purposes of this ordinance:

A. "City" shall be the City of Devils Lake, ND.

B. "Company" shall be Montana-Dakota Utilities Co., ~~a division of MDU Resources Group, Inc.~~

13.38.030 Purpose and Jurisdiction. Company shall maintain an efficient distribution system for furnishing natural or manufactured gas, or a mixture of both for public and private use at such reasonable rates as may be approved by the Public Service Commission of the State of North Dakota and under such orders, rules or regulations as may be issued by a federal or state agency having jurisdiction thereof.

13.38.040 Term. This franchise shall continue and remain in full force and effect for a period of fifteen (15) years from the date of acceptance by Company, unless renewed, revoked, or terminated sooner as herein provided.

13.38.050 Nonexclusive Franchise. This franchise shall not be exclusive and shall not be construed to prevent the City from granting to any other party, or prevent the City itself, the right to use the streets, alleys, and public grounds of the City for like purposes.

13.38.060 Governing Public Ways and Places, Grants of Access and Use of Public Rights OfWay

A. All gas pipes, mains, regulators and other property and facilities shall be located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic, travel upon the use of public ways of the City. In installing, repairing, maintaining, removing, or replacing said gas pipes, mains and appurtenances, Company shall, in all cases, place the public ways, in, on, under, or across which the same are located in as good condition as they were prior to said operation.

B. Company shall provide filed locations for all its underground facilities when requested by City within a reasonable period of time. The period of time will be considered reasonable if it compares favorable with the average time required to locate ~~municipal~~ municipal underground facilities for Company.

C. Company shall notify City of the proposed route, prior to installing or replacing pipe or facilities within public right of way to allow City the ability to review proposed installation locations. Review by City is ~~meant to be limited to~~ identifying future conflicts or relocations that could be caused by future City utility or street work. Said notification is not required for repair, maintenance, or emergency work by Company.

D. Company shall fully comply with all City of Devils Lake Ordinances governing Public Ways and Places, including but not limited to access and public use of streets, sidewalks, and public places.

E. In those instances when City's Fire Department members are providing assistance at the scene of a gas leak:

1. For gas leakage occurrences involving Company's jurisdictional area, which area ends at the customer's meter shutoff, the City may require ~~reimburse-~~ ment reimbursement by the Company to the City for all Fire Department expenses incurred at the then existing Fire Department rate for personnel and equipment responding to the gas leakage occurrence when the Company does not timely provide at the site of the leakage a service representative(s) capable of evaluating the incident (i.e. service technician). Reimbursement may be requested for the time period commencing 45 minutes from when the Company receives notice of the potential gas leakage situation or from when the time the Fire Department is dispatched, whichever is later, and ending at the time the service

representative(s) arrives at the scene. The City may seek reimbursement for its entire cost of responding to the incident if the cause of the leakage is a result of the negligence of the Company or if its agent or employee requests the services of the Fire Department in addressing the situation. If the Fire Department is required to remain on the site and the Company's construction crew arrives to repair a gas leakage, reimbursement may be requested for the time period commencing one and one-half hours from the time the Fire Department is dispatched and up until the time as such construction personnel are on site, after which time no further reimbursement shall be sought, unless the cause of the leakage is as a result of the negligence of the Company and/or its agents or employees and the representative(s) requests the services of the Fire Department.

2. The City may seek reimbursement from the responsible party, for all Fire Department expenses incurred at the then existing City rate for personnel and equipment used in responding to a gas leakage occurrence when the gas leakage is caused by the negligent and/or intentional acts or omissions of such responsible party i.e. including corporate and business entities. Except for the time requirements as provided for in Section 13.38.060(E)(1), City will not hold Company responsible for leakages caused by others.

3. The determination as to whether or not to seek reimbursement as provided for in paragraphs 1 and 2 above shall be in the discretion of the City Fire Chief.

4. Subsections 1 and 2 above apply only to gas leakage calls involving the Company's jurisdictional area which would be up to the customer's meter shutoff.

13.38.070 Relocating. A. Whenever the City shall grade, regrade, or change the line of any public way, or construct or reconstruct any City utility system therein and shall, in the proper exercise of its police power, and with due regard to reasonable working conditions, when necessary order Company to relocate permanently its mains, services and other property located in said public way, Company shall relocate its facilities at its own expense. City shall give Company reasonable notice of plans to grade, regrade or change the line of any public way or to construct or reconstruct any City utility system. The notice will contain: (1) the nature and character of the improvements, (2) the Public Ways or Public Grounds upon which the improvements are to be made, (3) the extent of the improvements, (4) the time when the City will start the work, and (5) if more than one Public Way or Public Ground is involved, the order in which the work is to proceed. Company shall take all necessary steps to determine whether their pipe and facilities will be impacted by proposed work by City and coordinate a relocation plan that is acceptable to the City.

The Notice will be given to Company a sufficient length of time, considering seasonal working conditions, material availability, labor, and other relevant circumstances, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary. The Company shall have the right to request any additional time in advance of the actual commencement of the work if required to make any necessary additions, alterations or repairs to its Gas Facilities., and City shall have the sole right to determine if the Company request is granted. ~~any additional time in advance of the actual commencement of the work if required to make any necessary additions, alterations or repairs to its Gas Facilities.~~

B. Any relocation, removal or rearrangement of any Company facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of North Dakota or federal statutes as supplemented or amended.

C. Nothing contained herein shall relieve any person, persons, or corporations from liability arising out of the failure to exercise reasonable care to avoid injuring Company's

facilities while performing any work connected with grading, regrading or changing the line of any public way, or with the construction or reconstruction of any City utility system.

13.38.080 Indemnification. Company shall indemnify, keep and hold City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair or operations of Company's gas facilities located on, over, under, or across the public ways and public grounds of the City, unless such injury or damage grows out of the negligence of City, its employees, or agents, results from the performance in a proper manner of acts reasonably deemed hazardous by Company, but such performance is nevertheless ordered or directed by City after notice of Company's determination. In the event a suit shall be brought against City under circumstances where the above agreements to indemnify applies, company at its sole cost and expense shall defend City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If such notice is not reasonably given as hereinbefore provided, Company shall have no duty to either indemnify or defend. If Company is required to indemnify and defend, it will thereafter have complete control of such litigation, but company may not settle such litigation without the consent of City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to Company; and every defense or immunity that City could assert in its own behalf.

13.38.090 Vacation of Public Ways. Except where required solely for a City improvement project, the vacation of any public way or public ground, after the installation of gas facilities, shall not operate to deprive Company of its rights to operate and maintain such gas facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to the Company by the party requesting the relocation.

13.38.100 Franchise Fee. The City reserves the right, if not prohibited by the laws of the State of North Dakota, to charge the Company a franchise fee for this franchise not to exceed three percent (3%) of the gross revenue received by the Company in the City from the users of natural gas services distributed by the Company in the City of Devils Lake each year. This charge shall be set by the Fees and Rates adopted by the City each year, which Fees and Rates may be amended by the City, as provided by law.

13.38.110 Assignment. The Company shall have the right to assign this franchise to any party, or corporation, but all obligations of the Company shall be binding upon its successors and assigns.

13.38.120 Written Acceptancy. Within thirty (30) days after Company is notified of passage and final approval of this Ordinance, Company shall file with the City Auditor its written acceptance of this franchise.

Passed First Reading:

Passed Second Reading:

Final Passage and Adoption:

ATTEST:

Agenda Item: Adjustment to Rates and Fees – Inert Landfill
Compactor Truck

Submitted By: Spencer Halvorson, City Administrator/Auditor

Staff Recommended Action: Adjust the rate for the Inert Landfill Compactor Truck
per cubic yard from \$14 to \$16

RECOMMENDATION

When the City set rates during the budget approval process, there was an oversight in the recommendation to adjust the Inert Landfill Compactor Truck rate. Normally, the Inert Landfill Compactor Rate is 2x the normal per cubic yard charge for inert waste (\$8 in 2024).

Staff recommends the Inert Landfill Compactor Rate be adjusted from \$14 to \$16 per cubic yard.



1397 Library Circle #202
Grand Forks, ND 58201
Telephone: 701-772-3407
Facsimile: 701-772-3833

* Howard D. Swanson

John A. Warcup

Elizabeth D. Behrens

*Also Licensed in Minnesota

Koryn L. Rolshoven, Paralegal
Trenidy L. Herberg, Paralegal

November 13, 2023

– *via email only* –

Beau M. Cummings
RAMSEY COUNTY STATE'S ATTORNEY
524 - 4th Ave NE, Unit 16
Devils Lake, ND 58301
bmcummings@nd.gov

Jack F. Yunker
DEVILS LAKE CITY ATTORNEY
424 - 5th St NE | P.O. Box 152
Devils Lake, ND 58301
jack@yunkerlaw.us

RE: LRLEC – Title Opinions & Warranty Deeds

Gentlemen:

Our office has completed our review of the appropriate abstracts regarding property to be conveyed to the Lake Region Law Enforcement Center. There were four separate abstracts reviewed. In that regard, I am attaching copies of the title opinions for each of the properties. You will note that two of the parcels are owned jointly by the city and the county. One parcel is owned exclusively by the city. One parcel is owned exclusively by the county. Consequently, a single joint deed would not be appropriate. In that regard, I am attaching proposed warranty deeds for each of the parcels. For those parcels which are jointly owned, both the city and the county are identified as grantors. For those parcels owned individually by either the city or the county, the respective entity is identified as the grantor.

Please note that I have drafted warranty deeds to be conveyed by your clients. I am aware that previously the discussion had identified the use of quit claim deeds. My concern is that a quit claim deed will not pass after acquired interest. Also, because some of the property is jointly owned and other parcels are not, I believe separate deeds are needed. I believe the deeds we have attached are in their final form for execution.

Should you have any questions or concerns regarding these matters, please do not hesitate to contact me.

Sincerely,

SWANSON & WARCUP, LTD.

A handwritten signature in black ink, appearing to read "Howard D. Swanson", written over a horizontal line.

Howard D. Swanson

hswanson@swlawltd.com

HDS/klr

Attachment: Title Opinion (x4)
Warranty Deed (x4)



1397 Library Circle, Suite 202
Grand Forks, ND 58201
Telephone: (701) 772-3407
Fax: (701) 772-3833

*Howard D. Swanson

John A. Warcup

Elizabeth Behrens

*Also licensed in Minnesota

Erin J. Kennedy, Office Manager

Koryn L. Rolshoven, Paralegal

Trenidy L. Herberg, Paralegal

November 13, 2023

Ms. Starr Klemetsrud, Director
Lake Region Law Enforcement Center
222 Walnut Street W.
Devils Lake, ND 58301

RE: Title Opinion

A tract of land situated in part of Riparian "A" of the Steffan & Eisenzimmer Subdivision to the City of Devils Lake, Ramsey County, North Dakota and described as follows: Beginning at a point on the north line of Walnut Street West, said point being located 434.00 feet west of the SE corner of said Riparian "A"; thence N0°09'37"W a distance of 160.00 feet; thence N90°W parallel with said Walnut Street West a distance of 115.94 feet; thence S0°08'20"E parallel with 3rd Avenue West a distance of 160.00 feet to the North line of said Walnut Street West; thence along said North line a distance of 116.00 feet to the point of beginning

Dear Ms. Klemetsrud:

At your request, I have examined the above-referenced abstract as compiled by the Ramsey County Abstract Company. The abstract consists of 45 entries and is last certified and continued to the 23rd day of October, 2023, at 7:59 a.m. on said date.

From my examination of the abstract described, I am of the opinion that fee simple title to the above-described property is vested in the City of Devils Lake, a municipal corporation, and Ramsey County, North Dakota, a political subdivision and public corporation by virtue of a Warranty Deed dated March 31, 2008, and recorded April 2, 2008, at 3:50 p.m., as Document No. 242906.

The fee simple title is subject to the following:

1. Taxes due and payable in 2022 and prior years appear to be fully paid.
2. At entry no. 30 there appears Dedication of certain public streets and rights of way.

Ms. Starr Klemetsrud

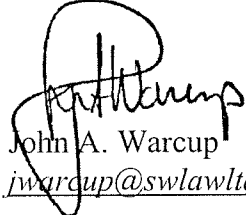
November 13, 2023

Page 2

3. At entry no. 37 there appears a Right of Way Easement in favor of Otter Tail Power Company dated the 10th day of October, 1969, and recorded the 27th day of February, 1970, at 8:30 a.m. in Book 17 of Misc. on page 362. Said Right of Way Easement grants onto Otter Tail Power Company an easement for the construction, operation, maintenance, and repair or removal of an electric transmission and distribution line or system upon the South 160 feet of the West 250 feet of Riparian "A", of Section 34, Township 154, Range 64. See the document for further terms and conditions.
4. At entry no. 23 there appears an Easement in favor of the City of Devils Lake dated January 8, 1955, and recorded January 12, 1955, at 4:30 p.m. in Book 1 of Misc., on page 333. Said easement grants onto the City of Devils Lake, a municipal corporation, an easement and right of way for the discharge of overflow waters over the then-present open ditches extending generally Southwesterly from 3rd Avenue and Northwesterly from 3rd Street South of the City of Devils Lake to intersect near Highway 2. See the document for further terms and conditions.
5. Riparian rights of any parties.
6. I express no opinion as to the existence, if any, of easements or encroachments not shown of record which could be ascertained by a visual inspection of the premises or an accurate survey thereof.
7. You are advised of the rights of any person or persons in possession of the premises.
8. Your attention is directed to the attached comments, which form a part of this opinion.

Sincerely,

SWANSON & WARCUP, LTD.


John A. Warcup
jwarcup@swlawltd.com

JAW/ejk - Enc.

COMMENTS

Location of Building: Abstracts do not show the location of buildings. If buildings are involved, you must satisfy yourself by survey or other proper investigation that the same lies within the boundaries of the property described in the abstract which is to be covered by your deed or mortgage.

Building Code: Property within municipal limits is often affected by building codes that restrict and regulate the right to build or repair. The code provisions are not shown in an abstract, but information can be procured from the City Engineer or City Clerk.

Construction Lien Not Now Filed: If any work or construction or repair has been done on the premises or any material has been furnished to the premises, there is a possibility that a construction lien may be filed if the work or material is not paid for. Such liens appear in the abstract only if they are filed prior to the certification date of the abstract. You should satisfy yourself that there has been no labor performed or material furnished which would subject the property to construction liens, or, if so, that they have been fully paid.

Court Proceedings: Any court proceedings involved in this title have not been examined and their regularity has been presumed.

Occupancy by Others: If the premises are occupied by any person other than the person or persons shown as owner in this opinion, you are charged with notice of whatever rights the occupant may have, and in case of such occupancy by another, you should satisfy yourself as to what rights, if any such occupant claims in the premises.

Taxes: General property taxes for the current year do not appear in the abstract until January 1 of the following year, when they become a lien against the premises.

Special Assessments: If the property is within a municipality, attention is directed to the fact that the abstract does not cover special assessments (such as paving, water, sewer, sidewalk, etc.), if any, which have not been certified to the County Auditor for collection by the city officials. Ordinarily, the installments certified for collection by city officials are only for the annual installment due during the current year, and future installments are thereafter certified annually. Information as to the future installments to be paid for the cost of special improvements can ordinarily be obtained from the City Auditor.

If the property is a rural property, the same comments are applicable to assessments for public drains on which information can be obtained by the County Auditor.

Zoning Regulations and Ordinances: Information as to zoning regulations, ordinances and other restrictions on the use or occupancy of the premises imposed by laws or regulations of governmental agencies is outside the scope of this opinion. Information on this subject can ordinarily be obtained from the City Engineer on city property and the County Auditor on non-urban property.

Is Property Rural or Urban: Abstracts do not necessarily show whether property is within or without the limits of a city. The records of the governing body of any such city must be checked to fully determine this and to ascertain whether property is assessed as rural or urban.

Mineral Estate: No opinion is expressed as to the status of the mineral estate or the rights of the owner or holders of mineral estates.

Water Rights: No opinion is expressed as to the status of any water or riparian rights

Caveat: This opinion is for the sole benefit of the persons or entities by whom we were retained to render the opinion and should not be relied upon by any other persons or entities.

SWANSON & WARCUP, LTD.
1397 Library Circle, Suite 202
Grand Forks, ND 58201
(701) 772-3407

WARRANTY DEED

THIS INDENTURE, made this ____ day of November, 2023, between the City of Devils Lake, a municipal corporation, and Ramsey County, North Dakota, a political subdivision and public corporation, Grantors, and Lake Region Law Enforcement Center, a political subdivision created pursuant to NDCC 54-40, Grantee, whose address is 222 Walnut Street West, Devils Lake, ND 58301.

WITNESSETH, for and in consideration of the sum of One Dollar and other good and valuable consideration, Grantors do hereby GRANT to Grantee all of the following real property lying and being in the County of Ramsey and State of North Dakota, described as follows, to wit:

A tract of land situated in part of Riparian "A" of the Steffan & Eisenzimmer Subdivision to the City of Devils Lake, Ramsey County, North Dakota and described as follows: Beginning at a point on the north line of Walnut Street West, said point being located 434.00 feet west of the SE corner of said Riparian "A"; thence N0 09'37"W a distance of 160.00 feet; thence N90 W parallel with said Walnut Street West a distance of 115.94 feet; thence S0 08'20"E parallel with 3rd Avenue West a distance of 160.00 feet to the North line of said Walnut Street West; thence along said North line a distance of 116.00 feet to the point of beginning

(This legal description is taken from a previously recorded document.)

And Grantors for themselves, their successors and assigns, do covenant with Grantee that they are well seized in fee of the land and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection; and subject to easements of record, and the above-granted lands and premises in the quiet and peaceable possession of said Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the said Grantors will warrant and defend.

IN TESTIMONY WHEREOF, said Grantors have caused these presents to be executed in their corporate names on the day and year first above written.

CITY OF DEVILS LAKE, A MUNICIPAL CORPORATION

By: Jim Moe, Its Mayor

By: Spencer Halvorson, Its City
Administrator/Auditor

[illegible]

On this _____ day of November, 2023, before me, a Notary Public, personally appeared Jim Moe and Spencer Halvorson, known to me (or proved to me) to be the Mayor and City Administrator/Auditor, respectively, of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Notary Public

RAMSEY COUNTY, NORTH DAKOTA, A
POLITICAL SUBDIVISION AND PUBLIC CORPORATION

By: Jeff Frith, Chairman of County Commission

By: Kandy Christopherson, Auditor

[illegible]

On this _____ day of November, 2023, before me, a Notary Public, personally appeared Jeff Frith and Kandy Christopherson, known to me (or proved to me) to be the Chairman of the County Commission and Auditor, respectively, of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Notary Public

I certify that the full consideration paid for the property described in this deed is \$1.00.

Grantee or Agent

Date



1397 Library Circle, Suite 202
Grand Forks, ND 58201
Telephone: (701) 772-3407
Fax: (701) 772-3833

*Howard D. Swanson
John A. Warcup
Elizabeth Behrens

*Also licensed in Minnesota

Erin J. Kennedy, Office Manager
Koryn L. Rolshoven, Paralegal
Trenidy L. Herberg, Paralegal

November 13, 2023

Ms. Starr Klemetsrud, Director
Lake Region Law Enforcement Center
222 Walnut Street W.
Devils Lake, ND 58301

RE: Title Opinion

A parcel of land beginning at the intersection of the North corner of Walnut Street with the east side of Third Avenue West; thence north along the east side of Third Avenue West 160 feet; thence east parallel to Walnut Street 80 feet; thence south to the north side of Walnut Street 160 feet; thence west parallel to Walnut Street to the point of beginning, a distance of 80 feet, all of said property being a part of Riparian "A" of Steffan and Eisenzimmer Subdivision to the City of Devils Lake, Ramsey County, North Dakota, according to the plat filed with the Register of Deeds on July 22, 1964 at 1:00 p.m.

Dear Ms. Klemetsrud:

At your request, I have examined the above-referenced abstract as compiled by the Ramsey County Abstract Company. The abstract consists of 66 entries and is last certified and continued to the 23rd day of October, 2023, at 7:59 a.m. on said date.

From my examination of the abstract described, I am of the opinion that fee simple title to the above-described property is vested in Ramsey County, North Dakota, a public corporation and City of Devils Lake, North Dakota, a municipal corporation by virtue of a Warranty Deed dated June 16, 2008, and recorded June 25, 2008, at 10:58 a.m. as Document No. 243511.

The fee simple title is subject to the following:

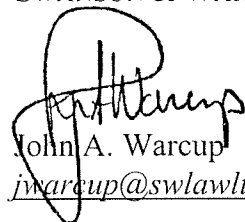
1. Taxes due and payable in 2022 and prior years appear to be fully paid.

Ms. Starr Klemetsrud
November 13, 2023
Page 2

2. Dedications of public streets shown at entry no. 52.
3. At entry no. 55 there appears a Right of Way Easement in favor of Otter Tail Power Company dated the 10th day of October, 1969, and recorded the 27th day of February, 1970, at 8:30 a.m. in Book 17 of Misc. on page 362. Said Right of Way Easement grants onto Otter Tail Power Company, its successors and assigns, a perpetual right of way and easement for the construction, operation, maintenance, and repair or removal of an electric transmission and distribution line or system upon the South 160 feet of the West 250 feet of Riparian "A", of Section 34, Township 154, Range 64. See the document for further terms and conditions.
4. At entry no. 57 there appears a Right of Way Easement in favor of Otter Tail Power Company dated October 15, 1973, and recorded February 11, 1974, at 10:00 a.m. in Book 24 of Misc. on page 166. Said easement grants onto Otter Tail Power Company a perpetual right of way and easement for the construction, operation, maintenance, and repair or removal of an electric line within strips 10 feet wide upon the property described herein. See the document for further terms and conditions.
5. Riparian rights of any parties.
6. I express no opinion as to the existence, if any, of easements or encroachments not shown of record which could be ascertained by a visual inspection of the premises or an accurate survey thereof.
7. You are advised of the rights of any person or persons in possession of the premises.
8. Your attention is directed to the attached comments, which form a part of this opinion.

Sincerely,

SWANSON & WARCUP, LTD.


John A. Warcup
jwarcup@swlawltd.com

JAW/ejk - Enc.

COMMENTS

Location of Building: Abstracts do not show the location of buildings. If buildings are involved, you must satisfy yourself by survey or other proper investigation that the same lies within the boundaries of the property described in the abstract which is to be covered by your deed or mortgage.

Building Code: Property within municipal limits is often affected by building codes that restrict and regulate the right to build or repair. The code provisions are not shown in an abstract, but information can be procured from the City Engineer or City Clerk.

Construction Lien Not Now Filed: If any work or construction or repair has been done on the premises or any material has been furnished to the premises, there is a possibility that a construction lien may be filed if the work or material is not paid for. Such liens appear in the abstract only if they are filed prior to the certification date of the abstract. You should satisfy yourself that there has been no labor performed or material furnished which would subject the property to construction liens, or, if so, that they have been fully paid.

Court Proceedings: Any court proceedings involved in this title have not been examined and their regularity has been presumed.

Occupancy by Others: If the premises are occupied by any person other than the person or persons shown as owner in this opinion, you are charged with notice of whatever rights the occupant may have, and in case of such occupancy by another, you should satisfy yourself as to what rights, if any such occupant claims in the premises.

Taxes: General property taxes for the current year do not appear in the abstract until January 1 of the following year, when they become a lien against the premises.

Special Assessments: If the property is within a municipality, attention is directed to the fact that the abstract does not cover special assessments (such as paving, water, sewer, sidewalk, etc.), if any, which have not been certified to the County Auditor for collection by the city officials. Ordinarily, the installments certified for collection by city officials are only for the annual installment due during the current year, and future installments are thereafter certified annually. Information as to the future installments to be paid for the cost of special improvements can ordinarily be obtained from the City Auditor.

If the property is a rural property, the same comments are applicable to assessments for public drains on which information can be obtained by the County Auditor.

Zoning Regulations and Ordinances: Information as to zoning regulations, ordinances and other restrictions on the use or occupancy of the premises imposed by laws or regulations of governmental agencies is outside the scope of this opinion. Information on this subject can ordinarily be obtained from the City Engineer on city property and the County Auditor on non-urban property.

Is Property Rural or Urban: Abstracts do not necessarily show whether property is within or without the limits of a city. The records of the governing body of any such city must be checked to fully determine this and to ascertain whether property is assessed as rural or urban.

Mineral Estate: No opinion is expressed as to the status of the mineral estate or the rights of the owner or holders of mineral estates.

Water Rights: No opinion is expressed as to the status of any water or riparian rights

Caveat: This opinion is for the sole benefit of the persons or entities by whom we were retained to render the opinion and should not be relied upon by any other persons or entities.

SWANSON & WARCUP, LTD.
1397 Library Circle, Suite 202
Grand Forks, ND 58201
(701) 772-3407

WARRANTY DEED

THIS INDENTURE, made this ____ day of November, 2023, between the City of Devils Lake, a municipal corporation, and Ramsey County, North Dakota, a political subdivision and public corporation, Grantors, and Lake Region Law Enforcement Center, a political subdivision created pursuant to NDCC 54-40, Grantee, whose address is 222 Walnut Street West, Devils Lake, ND 58301.

WITNESSETH, for and in consideration of the sum of One Dollar and other good and valuable consideration, Grantors do hereby GRANT to Grantee all of the following real property lying and being in the County of Ramsey and State of North Dakota, described as follows, to wit:

A parcel of land beginning at the intersection of the North corner of Walnut Street with the east side of Third Avenue West; thence north along the east side of Third Avenue West 160 feet; thence east parallel to Walnut Street 80 feet; thence south to the north side of Walnut Street 160 feet; thence west parallel to Walnut Street to the point of beginning, a distance of 80 feet, all of said property being a part of Riparian "A" of Steffan and Eisenzimmer Subdivision to the City of Devils Lake, Ramsey County, North Dakota, according to the plat filed with the Register of Deeds on July 22, 1964 at 1:00 p.m.

(This legal description is taken from a previously recorded document.)

And Grantors for themselves, their successors and assigns, do covenant with Grantee that they are well seized in fee of the land and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection; and subject to easements of record, and the above-granted lands and premises in the quiet and peaceable possession of said Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the said Grantors will warrant and defend.

IN TESTIMONY WHEREOF, said Grantors have caused these presents to be executed in their corporate names on the day and year first above written.

CITY OF DEVILS LAKE, A MUNICIPAL CORPORATION

By: Jim Moe, Its Mayor

By: Spencer Halvorson, Its City
Administrator/Auditor

[illegible]

On this _____ day of November, 2023, before me, a Notary Public, personally appeared Jim Moe and Spencer Halvorson, known to me (or proved to me) to be the Mayor and City Administrator/Auditor, respectively, of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Notary Public

RAMSEY COUNTY, NORTH DAKOTA, A
POLITICAL SUBDIVISION AND PUBLIC CORPORATION

By: Jeff Frith, Chairman of County Commission

By: Kandy Christopherson, Auditor

[illegible]

On this ____ day of November, 2023, before me, a Notary Public, personally appeared Jeff Frith and Kandy Christopherson, known to me (or proved to me) to be the Chairman of the County Commission and Auditor, respectively, of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Notary Public

I certify that the full consideration paid for the property described in this deed is \$1.00.

Grantee or Agent

Date



1397 Library Circle, Suite 202
Grand Forks, ND 58201
Telephone: (701) 772-3407
Fax: (701) 772-3833

*Howard D. Swanson
John A. Warcup
Elizabeth Behrens

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Erin J. Kennedy, Office Manager
Koryn L. Rolshoven, Paralegal
Trenidy L. Herberg, Paralegal

November 13, 2023

Ms. Starr Klemetsrud, Director
Lake Region Law Enforcement Center
222 Walnut Street W.
Devils Lake, ND 58301

RE: Title Opinion

Beginning at a point on the south side of Walnut Street West, 150 feet west of the west right-of-way of First Avenue (now College Drive); thence south parallel with First Avenue a distance of 284.1 feet; thence N80°01'W a distance of 81.9 feet to the meander line; thence S30°15'W along the meander line a distance of 11.5 feet; thence west a distance of 278.6 feet; thence north a distance of 279.9 feet to the south side of Walnut Street; thence east along the south side of Walnut Street a distance of 365.1 feet to the point of beginning, and being a part of Riparian E and unplatted B of Steffan & Eisenzimmer Subdivision, City of Devils Lake, ND

Dear Ms. Klemetsrud:

At your request, I have examined the above-referenced abstract as compiled by the Ramsey County Abstract Company. The abstract consists of 42 entries and is last certified and continued to the 23rd day of October, 2023, at 7:59 a.m. on said date.

From my examination of the abstract described, I am of the opinion that fee simple title to the above-described property is vested in Ramsey County, a public corporation and the City of Devils Lake, a municipal corporation by virtue of a Warranty Deed dated December 20, 1971, and recorded February 2, 1972, at 4:20 p.m. in Book 77 of Deeds on page 499 and a Warranty Deed dated January 8, 1973, and recorded January 15, 1973, at 2:00 p.m. in Book 79 of Deeds on page 411.

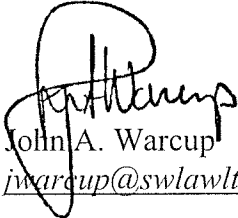
The fee simple title is subject to the following:

Ms. Starr Klemetsrud
November 13, 2023
Page 2

1. Taxes due and payable in 2022 and prior years appear to be fully paid.
2. At entry no. 35A there appears a Right of Way Easement in favor of Otter Tail Power Company dated [illegible] and recorded January 22, 1973, in Book 22 of Misc. on page 211. Said easement grants onto Otter Tail Power Company, its successors and assigns, a perpetual right of way and easement for the installation, extension, operation, maintenance, and repair or removal of an electric distribution, street lighting, and communication system. See the document for further terms and conditions.
3. At entry no. 35B there appears a Right of Way Easement in favor of Otter Tail Power Company dated November [illegible] 1972, and recorded January 22, 1973, at 10:30 a.m. in Book 22 of Misc. on page 212. Said easement grants onto Otter Tail Power Company, its successors and assigns, a perpetual right of way and easement for the installation, extension, operation, maintenance, and repair or removal of a semi-buried electric distribution, street lighting, and communication system. See the document for further terms and conditions.
4. Riparian rights of any parties.
5. I express no opinion as to the existence, if any, of easements or encroachments not shown of record which could be ascertained by a visual inspection of the premises or an accurate survey thereof.
6. You are advised of the rights of any person or persons in possession of the premises.
7. Your attention is directed to the attached comments, which form a part of this opinion.

Sincerely,

SWANSON & WARCUP, LTD.



John A. Warcup
jwarcup@swlawltd.com

JAW/ejk - Enc.

COMMENTS

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Court Proceedings: Any court proceedings involved in this title have not been examined and their regularity has been presumed.

Occupancy by Others: If the premises are occupied by any person other than the person or persons shown as owner in this opinion, you are charged with notice of whatever rights the occupant may have, and in case of such occupancy by another, you should satisfy yourself as to what rights, if any such occupant claims in the premises.

Taxes: General property taxes for the current year do not appear in the abstract until January 1 of the following year, when they become a lien against the premises.

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Mineral Estate: No opinion is expressed as to the status of the mineral estate or the rights of the owner or holders of mineral estates.

Water Rights: No opinion is expressed as to the status of any water or riparian rights

Caveat: This opinion is for the sole benefit of the persons or entities by whom we were retained to render the opinion and should not be relied upon by any other persons or entities.

SWANSON & WARCUP, LTD.
1397 Library Circle, Suite 202
Grand Forks, ND 58201
(701) 772-3407

WARRANTY DEED

THIS INDENTURE, made this ____ day of November, 2023, between the City of Devils Lake, a municipal corporation, and Ramsey County, North Dakota, a political subdivision and public corporation, Grantors, and Lake Region Law Enforcement Center, a political subdivision created pursuant to NDCC 54-40, Grantee, whose address is 222 Walnut Street West, Devils Lake, ND 58301.

WITNESSETH, for and in consideration of the sum of One Dollar and other good and valuable consideration, Grantors do hereby GRANT to Grantee all of the following real property lying and being in the County of Ramsey and State of North Dakota, described as follows, to wit:

Beginning at a point on the south side of Walnut Street West, 150 feet west of the west right-of-way of First Avenue (now College Drive); thence south parallel with First Avenue a distance of 284.1 feet; thence N80 01'W a distance of 81.9 feet to the meander line; thence S30 15'W along the meander line a distance of 11.5 feet; thence west a distance of 278.6 feet; thence north a distance of 279.9 feet to the south side of Walnut Street; thence east along the south side of Walnut Street a distance of 365.1 feet to the point of beginning, and being a part of Riparian E and unplatted B of Steffan & Eisenzimmer Subdivision, City of Devils Lake, ND

(This legal description is taken from a previously recorded document.)

And Grantors for themselves, their successors and assigns, do covenant with Grantee that they are well seized in fee of the land and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection; and subject to easements of record, and the above-granted lands and premises in the quiet and peaceable possession of said Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the said Grantors will warrant and defend.

IN TESTIMONY WHEREOF, said Grantors have caused these presents to be executed in their corporate names on the day and year first above written.

CITY OF DEVILS LAKE, A MUNICIPAL CORPORATION

By: Jim Moe, Its Mayor

By: Spencer Halvorson, Its City
Administrator/Auditor

[illegible]

On this _____ day of November, 2023, before me, a Notary Public, personally appeared Jim Moe and Spencer Halvorson, known to me (or proved to me) to be the Mayor and City Administrator/Auditor, respectively, of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Notary Public

RAMSEY COUNTY, NORTH DAKOTA, A
POLITICAL SUBDIVISION AND PUBLIC CORPORATION

By: Jeff Frith, Chairman of County Commission

By: Kandy Christopherson, Auditor

[illegible]

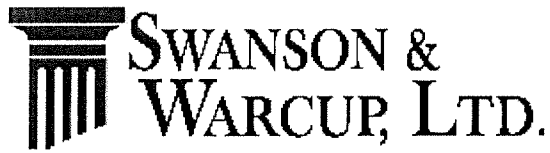
On this _____ day of November, 2023, before me, a Notary Public, personally appeared Jeff Frith and Kandy Christopherson, known to me (or proved to me) to be the Chairman of the County Commission and Auditor, respectively, of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Notary Public

I certify that the full consideration paid for the property described in this deed is \$1.00.

Grantee or Agent

Date



1397 Library Circle, Suite 202
Grand Forks, ND 58201
Telephone: (701) 772-3407
Fax: (701) 772-3833

*Howard D. Swanson
John A. Warcup
Elizabeth Behrens

*Also licensed in Minnesota

Erin J. Kennedy, Office Manager
Koryn L. Rolshoven, Paralegal
Trenidy L. Herberg, Paralegal

November 13, 2023

Ms. Starr Klemetsrud, Director
Lake Region Law Enforcement Center
222 Walnut Street W.
Devils Lake, ND 58301

RE: Title Opinion

A part of Riparian "E" of Steffan & Eisenzimmer Subdivision to the City of Devils Lake, North Dakota, described as follows: Beginning at a point on the south side of Walnut Street West 515.1' west of the west right-of-way of First Avenue West and South parallel with First Avenue West a distance of 130'; thence south parallel with First Avenue west a distance of 149.94'; thence west parallel with Walnut Street west a distance of 50'; thence north a distance of 149.94' parallel with First Avenue West; thence east parallel with Walnut Street west a distance of 50' to point of beginning

Dear Ms. Klemetsrud:

At your request, I have examined the above-referenced abstract as compiled by the Ramsey County Abstract Company. The abstract consists of 81 entries and is last certified and continued to the 23rd day of October, 2023, at 7:59 a.m. on said date.

From my examination of the abstract described, I am of the opinion that fee simple title to the above-described property is vested in Ramsey County, a public corporation by virtue of a Warranty Deed dated May 1, 1996, and recorded May 9, 1996, at 11:00 a.m. as Document No. 209577. Said deed also conveys all rights, duties, and encumbrances as a result of certain Cross Easement Agreement dated May 20, 1977, and recorded June 1, 1977, in Book 29 of Misc., page 365; as well as all rights, duties, and encumbrances from an Easement of Right of Way and Parking dated January 3, 1979, and recorded January 4, 1979, in Book 32 of Misc., page 361.

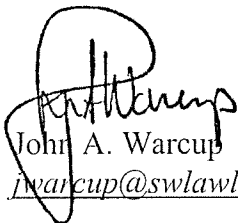
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Ms. Starr Klemetsrud
November 13, 2023
Page 2

1. Taxes due and payable in 2022 and prior years appear to be fully paid.
2. At entry no. 30 there appears an Easement in favor of the City of Devils Lake, a municipal corporation dated January 8, 1955, and recorded January 12, 1955, at 4:30 p.m. in Book 1 of Misc. on page 333. Said easement grants easement and right of way for the discharge of overflow waters over the present open ditches extending generally Southwesterly from 3rd Avenue and Northwesterly from 3rd Street South of the City of Devils Lake, to intersect near U.S. Highway No. 2 as now located. See the document for further terms and conditions.
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4. At entry no. 67 there appears an Easement of Right of Way and Parking dated January 3, 1979, and recorded January 4, 1979, at 4:20 p.m. in Book 32 of Misc. on page 361. See document for further terms and conditions.
5. Riparian rights of any parties.
6. I express no opinion as to the existence, if any, of easements or encroachments not shown of record which could be ascertained by a visual inspection of the premises or an accurate survey thereof.
7. You are advised of the rights of any person or persons in possession of the premises.
8. Your attention is directed to the attached comments, which form a part of this opinion.

Sincerely,

SWANSON & WARCUP, LTD.



John A. Warcup
jwarcup@swlawltd.com

JAW/ejk - Enc.

COMMENTS

Location of Building: Abstracts do not show the location of buildings. If buildings are involved, you must satisfy yourself by survey or other proper investigation that the same lies within the boundaries of the property described in the abstract which is to be covered by your deed or mortgage.

Building Code: Property within municipal limits is often affected by building codes that restrict and regulate the right to build or repair. The code provisions are not shown in an abstract, but information can be procured from the City Engineer or City Clerk.

Construction Lien Not Now Filed: If any work or construction or repair has been done on the premises or any material has been furnished to the premises, there is a possibility that a construction lien may be filed if the work or material is not paid for. Such liens appear in the abstract only if they are filed prior to the certification date of the abstract. You should satisfy yourself that there has been no labor performed or material furnished which would subject the property to construction liens, or, if so, that they have been fully paid.

Court Proceedings: Any court proceedings involved in this title have not been examined and their regularity has been presumed.

Occupancy by Others: If the premises are occupied by any person other than the person or persons shown as owner in this opinion, you are charged with notice of whatever rights the occupant may have, and in case of such occupancy by another, you should satisfy yourself as to what rights, if any such occupant claims in the premises.

Taxes: General property taxes for the current year do not appear in the abstract until January 1 of the following year, when they become a lien against the premises.

Special Assessments: If the property is within a municipality, attention is directed to the fact that the abstract does not cover special assessments (such as paving, water, sewer, sidewalk, etc.), if any, which have not been certified to the County Auditor for collection by the city officials. Ordinarily, the installments certified for collection by city officials are only for the annual installment due during the current year, and future installments are thereafter certified annually. Information as to the future installments to be paid for the cost of special improvements can ordinarily be obtained from the City Auditor.

If the property is a rural property, the same comments are applicable to assessments for public drains on which information can be obtained by the County Auditor.

Zoning Regulations and Ordinances: Information as to zoning regulations, ordinances and other restrictions on the use or occupancy of the premises imposed by laws or regulations of governmental agencies is outside the scope of this opinion. Information on this subject can ordinarily be obtained from the City Engineer on city property and the County Auditor on non-urban property.

Is Property Rural or Urban: Abstracts do not necessarily show whether property is within or without the limits of a city. The records of the governing body of any such city must be checked to fully determine this and to ascertain whether property is assessed as rural or urban.

Mineral Estate: No opinion is expressed as to the status of the mineral estate or the rights of the owner or holders of mineral estates.

Water Rights: No opinion is expressed as to the status of any water or riparian rights

Caveat: This opinion is for the sole benefit of the persons or entities by whom we were retained to render the opinion and should not be relied upon by any other persons or entities.

SWANSON & WARCUP, LTD.
1397 Library Circle, Suite 202
Grand Forks, ND 58201
(701) 772-3407

WARRANTY DEED

THIS INDENTURE, made this ____ day of November, 2023, between Ramsey County, North Dakota, a political subdivision and public corporation, Grantor, and Lake Region Law Enforcement Center, a political subdivision created pursuant to NDCC 54-40, Grantee, whose address is 222 Walnut Street West, Devils Lake, ND 58301.

WITNESSETH, for and in consideration of the sum of One Dollar and other good and valuable consideration, Grantor does hereby GRANT to Grantee all of the following real property lying and being in the County of Ramsey and State of North Dakota, described as follows, to wit:

A part of Riparian "E" of Steffan & Eisenzimmer Subdivision to the City of Devils Lake, North Dakota, described as follows: Beginning at a point on the south side of Walnut Street West 515.1' west of the west right-of-way of First Avenue West and South parallel with First Avenue West a distance of 130'; thence south parallel with First Avenue west a distance of 149.94'; thence west parallel with Walnut Street west a distance of 50'; thence north a distance of 149.94' parallel with First Avenue West; thence east parallel with Walnut Street west a distance of 50' to point of beginning together with all rights, duties, and encumbrances as a result of certain Cross Easement Agreement dated May 20, 1977, and recorded June 1, 1977, in Book 29 of Misc., page 365 as well as all rights, duties, and encumbrances from an Easement of Right of Way and Parking dated January 3, 1979, and recorded January 4, 1979, in Book 32 of Misc., page 361

(This legal description is taken from a previously recorded document.)

And Grantor for itself, its successors and assigns, does covenant with Grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection; and subject to easements of record, and

the above-granted lands and premises in the quiet and peaceable possession of said Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the said Grantor will warrant and defend.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be executed in its corporate name on the day and year first above written.

RAMSEY COUNTY, NORTH DAKOTA, A
POLITICAL SUBDIVISION AND PUBLIC CORPORATION

By: Jeff Frith, Chairman of County Commission

By: Kandy Christopherson, Auditor

STATE OF NORTH DAKOTA)
)ss
COUNTY OF RAMSEY)

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Grantee or Agent

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[illegible]

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Date _____



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November 13, 2023

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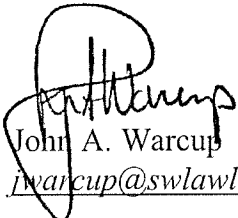
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John A. Warcup
jwarcup@swlawltd.com

JAW/ejk - Enc.

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1397 Library Circle, Suite 202
Grand Forks, ND 58201
(701) 772-3407

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

A handwritten signature in blue ink, appearing to read "m26", enclosed within a blue circular scribble.

Date: December 26, 2023

Re: Asst. City Engineer Grade Adjustment

I understand a review of all city office positions is scheduled for 2024. However, recent information prompted me to request the City human resource consultant to review the grade associated with the Assistant City Engineer position based on what appeared to be an extreme difference in market pay for engineers for similar work and the pay provided the Assistant City Engineer position.

The Assistant City Engineer position was created in 2019 after the employee (Devin Gathman) passed his professional engineer exam and became a licensed engineer. Previously the position was classified as a GIS/Cad/Engineering Technician. The position was a Grade 13 non-exempt (hourly) position. At that time, a recommendation was made to adjust the position grade to reflect an engineer holding the position. My recommendation was to regrade the position to a Grade 16. However, the City Commission approved a Grade 15 and classified the position as exempt.

The current Assistant City Engineer is an extremely talented and dedicated employee with a diverse skill set that serves the City very well. He never questions working long hours when it is warranted or required and is very willing to take on additional work to better the City. That talent and work ethic has allowed the City Engineering Department to average over \$2 million in construction projects the last five years and generated approximately \$350,000 annually for the general fund.

Attached is the memo from the City's human resource consultant. As you can see in the memo, pay for Engineers with similar experience in our area averages near \$105,000 per year. With a goal of being near 95% of market, the pay should be \$99,750 per year.

I recommend the City Commission adjust the pay grade of the Assistant City Engineer position to a Grade 16/18 and adjust the pay for the current Assistant City Engineer from the current 15L (\$7,437/month) to an 18H (\$8,183/month = \$98,196/year) effective January 1st. Employee would be eligible for a step in July as outlined in the City policy manual.



Dakota Dynamics
Human Resources Consulting for Local Government

Tanya Wieler, Owner/Consultant
13137 85th St NE
Crystal, ND 58222
701-640-4447
tanya@dakotadynamics.com

MEMO

To: Devils Lake Commission

From: Tanya Wieler, Dakota Dynamics – Human Resources Advisor to the City of Devils Lake

CC: Mike Grafsgaard, City Engineer
Spencer Halvorson, City Administrator

A handwritten signature in purple ink that reads "Tanya Wieler".

Re: Classification Review

Date: December 27th, 2023

Recently I was approached by City Engineer Mike Grafsgaard with a request to review the Assistant City Engineer job classification. The purpose of this memo is to provide you with a summary of my review and subsequent recommendation.

Mike initially requested an adjustment for the position to be moved from a Grade 15 to a Grade 17. He shared current NDDOT and private engineering firm data with his request, along with a handful of Assistant City Engineer job notices. In conducting my own market research, none of the additional data I found was in contrast to what Mike shared with me. On the contrary, the data I gathered suggested that a Grade 17 may not be enough of an adjustment to bring the position in line with relevant market data.

Some of you may recall that we use a term called Position in Market to determine how we compare to other agencies and the outside job market. This is shared as a percentage with 100% being directly comparable to the market; under 100% means we are paying lower than the job market; and over 100% means we are paying above the market average. The hardest part of course is finding good relevant market data. This can be tricky given that public sector typically does not always compare (salary-wise) to the private sector, private sector data can be difficult to locate, and public sector numbers are not always abundant. The data reviewed came from NDDOT, private sector engineering firms in our area, and several other local government entities that employ engineers (both city and county agencies) Most of the data I can find

indicates that this position is sitting at about 70-75% of market. The average starting salaries for the most recent comparable job openings in the Midwest are above our highest step within our current Grade 15. Grade 17 would move this position closer to 80-85% of market. However, this is still significantly lower than what we normally strive for as a city. We typically use a benchmark of 95% of market to ensure that we remain competitive. The average of all the comparable data gathered is \$105,000/year. Grade 18 gives a better position in market with our midpoint (step H/Year 7) sitting at 93.5%.

Part of the review process for me must ensure that any potential changes will still fit within the “bigger picture” of the overall structure and hierarchy of the City of Devils Lake. Given the cost of private engineering services, the certifications required to maintain an engineers license, and the significant discrepancy compared to relevant market data I am comfortable supporting a reclassification to a Grade 18.

Agenda Item: Designate Depositor of City Funds

Submitted By: Spencer Halvorson, City Administrator/Auditor

Staff Recommended Action: Designate Bremer Bank at the location of 424 5th Street NE, Devils Lake, ND 58301 as the depositor of City funds

RECOMMENDATION

NDCC 21-04-13 states that the City governing body, at a regular meeting in January of each even-numbered year, shall designate depositories of public funds which meet the pledge of security requirements.

The current designated depositor of City funds is Bremer Bank in Devils Lake. Staff recommends the City maintain its banking relationship with Bremer Bank.

Date: 12/28/2023
 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 5

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	Total to Date	Current	Total to Date
103	0100	CONTRACT BOND	0.6	L SUM	\$23,000.00	\$13,800.00	0.00	0.59	\$0.00	\$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:									\$0.00	
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	Total to Date	Current	Total to Date
103	0100	CONTRACT BOND	0.4	L SUM	\$23,000.00	\$9,200.00	0.00	0.39	\$0.00	\$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	0.00	212.00	\$0.00	\$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	1IN 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	2,473.00	2473.00	\$6,182.50	\$6,182.50
724	9998	SEWER SERVICE VIDEO LAUNCH	71	EA	\$200.00	\$14,200.00	58.00	58.00	\$11,600.00	\$11,600.00
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:

\$17,782.50

Total Bid Amount: \$1,119,969.75

\$1,104,746.50

Total Work Completed: \$1,118,201.50

Retainage @ 4%: \$44,728.06

Previous Payments: \$1,056,402.24

Total Due This Estimate: \$17,071.20

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
2-Jan-24

VENDOR	AMOUNT DUE
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AIRPORT

Bergstrom Electric	\$43,704.00
Capital One Trade Credit	\$50.06
Gleason Construction	\$690,957.00
Kris Broe	\$307.50
Klemetsrud Plumbing	\$15,300.00
Mead & Hunt	\$38,750.02
Scott Cruse	\$830.76

CITY

Amazon Capital Services	\$655.82
Bergstrom Electric	\$3,078.34
AT & T	\$3,298.42
Capital One Trade Credit-Mac's	\$521.68
Central Business Systems	\$432.17
CivicPlus	\$938.45
Connect Interiors	\$4,600.00
Corpoate Technologies	\$3,535.00
Dempsey Truck & Trailer	\$7,597.05
DL Chamber of Commerce/Tourism	\$48,412.08
DL Park Board	\$42,202.32
Dustin Moen	\$623.84
Ecolab	\$146.40
Ferguson Waterworks	\$3,155.13
Galls	\$1,016.93
Golden Plains Property	\$40.65
Hawins	\$6,994.84
Interstate Billing Service	\$734.66
Keller's Briteway	\$26.00

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
2-Jan-24

VENDOR	AMOUNT DUE
Kemper Construction	\$17,071.20
Klemetsrud Plumbing	\$120.00
KLJ Engineering	\$50,076.04
Knutson's Body Shop	\$214.40
Lake Region Corporation	\$20.00
LEAF	\$65.00
National Safety Apparel	\$598.00
ND dept of Transportation	\$1,566.71
Nelson County Treasurer	\$883.99
Newby's Ace Hardware	\$211.10
Nodak Electric	\$9,861.62
NSC Minerals	\$610.91
O'Reilly's Auto Parts	\$314.91
Ottertail Power	\$2,715.25
PS Garage Doors	\$442.66
Reslock Printing	\$2,168.94
Rodney & MiKisha Dragswolf	\$40.65
Stone's Mobile	\$1,159.40
Tailyr Vondal	\$25.00
Tanya Weiler	\$1,000.00
Tractor Supply	\$1,693.01
Xtreme Signs & Graphix	\$180.00

TOTAL LIST OF BILLS

\$1,008,947.91