



## City Commission Meeting Agenda

Devils Lake City Hall Commission Chambers

423 6<sup>th</sup> St NE, Devils Lake, 58301

**Monday, April 1, 2024**

### Meeting Items

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Minutes – March 18, 2024

### Awards and Proclamations

- 1) N/A

### Public Hearings – 5:30 PM

- 1) Devils Lake Planning Commission – Change in Zoning
  - a. Recommendation for Zoning – Planning Commission

### Bid Openings – 5:30 PM

- 1) N/A

### Visitors or Delegations

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

- 1) Lake Region Heritage Center
- 2) Devils Lake Chamber & Tourism

### Commission Portfolios

- 1) N/A

### Old Business

- 1) LEC Joint Powers Agreement

### Consent Agenda

- 1) N/A

### New Business

- 1) Approval of Agreement for Aerial Mosquito Spraying
- 2) Approval of 2024 County Blading Agreement
- 3) St Improvement #79-24 Insufficient Protest – 17<sup>th</sup> St SE, 16<sup>th</sup> St SE, 16<sup>th</sup> St SE, 8<sup>th</sup> Ave SE, 10<sup>th</sup> Ave SE
- 4) St Improvement #79-24 Approve Plans – 17<sup>th</sup> St SE, 16<sup>th</sup> St SE, 16<sup>th</sup> St SE, 8<sup>th</sup> Ave SE, 10<sup>th</sup> Ave SE
- 5) St Improvement #80-24 Insufficient Protest – 8<sup>th</sup> St NW, 9<sup>th</sup> St NW, 10<sup>th</sup> St NW, 11<sup>th</sup> St NW, Etc
- 6) St Improvement #80-24 Approve Plans – 8<sup>th</sup> St NW, 9<sup>th</sup> St NW, 10<sup>th</sup> St NW, 11<sup>th</sup> St NW, Etc
- 7) City Attorney Contract Discussion and Direction
- 8) Air Rescue Fire Fighting Mission – City of Devils Lake & Devils Lake Regional Airport

### 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  
March 18, 2024

The regular meeting of the Devils Lake City Commission was held on March 18, 2024 with the following members present: President Moe, Dale Robbins, Jason Pierce and Rob Hach.

Commissioner Robbins moved to approve the minutes of the regular Commission meeting held on March 4, 2024. The motion was seconded by Commissioner Hach, and the motion carried unanimously.

Commissioner Hach – The City Engineer communicated that garbage pickup will be moved to the streets until further notice. The City Assessor communicated that he has started taking application for the revitalization program and so far he has received a couple.

Commissioner Hamre - The City Engineering communicated that there is not an update for the Utility Department.

Commissioner Robbins – The City Engineer communicated that there is not an update for the Engineering Department. The Street Department is going to start working on pothole patching and making sure that alleys are good to go.

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

Commissioner Pierce communicated that a resident reached out to him about putting up billboards for the boys' and girls' basketball teams for becoming state champions. The City Administrator mentioned that they can work on putting a committee together to see if they can work something out. Commissioner Pierce also mentioned that the work at Dockside Entertainment is going very well and they are working on putting the bowling alley lanes in right now.

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

The City Administrator communicated that he and the fire chief are working on an ARFF analysis, and at the next meeting they plan on bringing three findings.

The City Attorney was unable to attend, but gave an update via a letter, which is attached to the agenda. He mentioned that the final joint powers agreement is enclosed for review and approval. He also mentioned that they are continuing to see progress on the junk nuisances that have been sent out.

2<sup>nd</sup> Reading of Ordinance #994 – Accessory Buildings – The City Assessor communicated that there have been no changes from the 1<sup>st</sup> reading. Commissioner Hach made a motion to approve Ordinance #994. Commissioner Pierce seconded the motion, and the motion carried unanimously.

Authorize Call for Bids – 2024 Curb, Gutter, and Sidewalk – The City Engineer communicated that they do this every spring to get work done this summer/fall. Commissioner Pierce made a motion to approve the call for bids for 2024 curb, gutter, and sidewalk. Commissioner Robbins seconded the motion, and the motion carried unanimously.

Authorize Call for Bids – 2024 Asphalt and Concrete Street Repairs - The City Engineer communicated that they do this every spring to get work done this summer/fall. Commissioner Pierce made a motion to approve the call for bids for 2024 asphalt and concrete street repairs. Commissioner Robbins seconded the motion, and the motion carried unanimously.

LEC Joint Powers Agreement – Commissioner Pierce communicated that there were a couple of questions within the joint powers agreement, in section 8.4.1 and 8.4.4. Commissioner Pierce made a motion to table the LEC Joint Powers Agreement until the questions are cleared up. Commissioner Hach seconded the motion, and the motion carried unanimously.

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

**SPENCER HALVORSON**  
CITY ADMINISTRATOR/AUDITOR

**JIM MOE**  
PRESIDENT OF CITY COMMISSION

### Notice of Public Hearing

The Devils Lake Planning Commission will hold a public hearing on March 28, 2024, 7:00 am, City Office, 423 6<sup>th</sup> St NE, Devils Lake, ND, to review changing zoning in several areas within the city: west of College Dr between Walnut & 4<sup>th</sup> St NW; each side of 5<sup>th</sup> Ave SE between 4<sup>th</sup> St & 8<sup>th</sup> St; east of 5<sup>th</sup> Ave SE & 3<sup>rd</sup> St SE; east end of 16<sup>th</sup> St SE. If special accommodations are needed, please contact city office.

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

for legals: 3-21-24

### Notice of Public Hearing

The Devils Lake City Commission will hold a public hearing on April 1, 2024, 5:30 pm, City Office, 423 6<sup>th</sup> St NE, Devils Lake, ND, to review changing zoning in several areas within the city: west of College Dr between Walnut & 4<sup>th</sup> St NW; each side of 5<sup>th</sup> Ave SE between 4<sup>th</sup> St & 8<sup>th</sup> St; east of 5<sup>th</sup> Ave SE & 3<sup>rd</sup> St SE; east end of 16<sup>th</sup> St SE. If special accommodations are needed, please contact city office.

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

for legals: 3-21-24, 3-28-24



Date: March 28, 2024

To: President Moe and City Commissioners

From: Devils Lake Planning Commission *hrc*

Re: Recommended Zoning Changes

The Devils Lake Planning Commission took action at their March 28, 2024 meeting to recommend a change in zoning for areas as follows and also shown on the attached map:

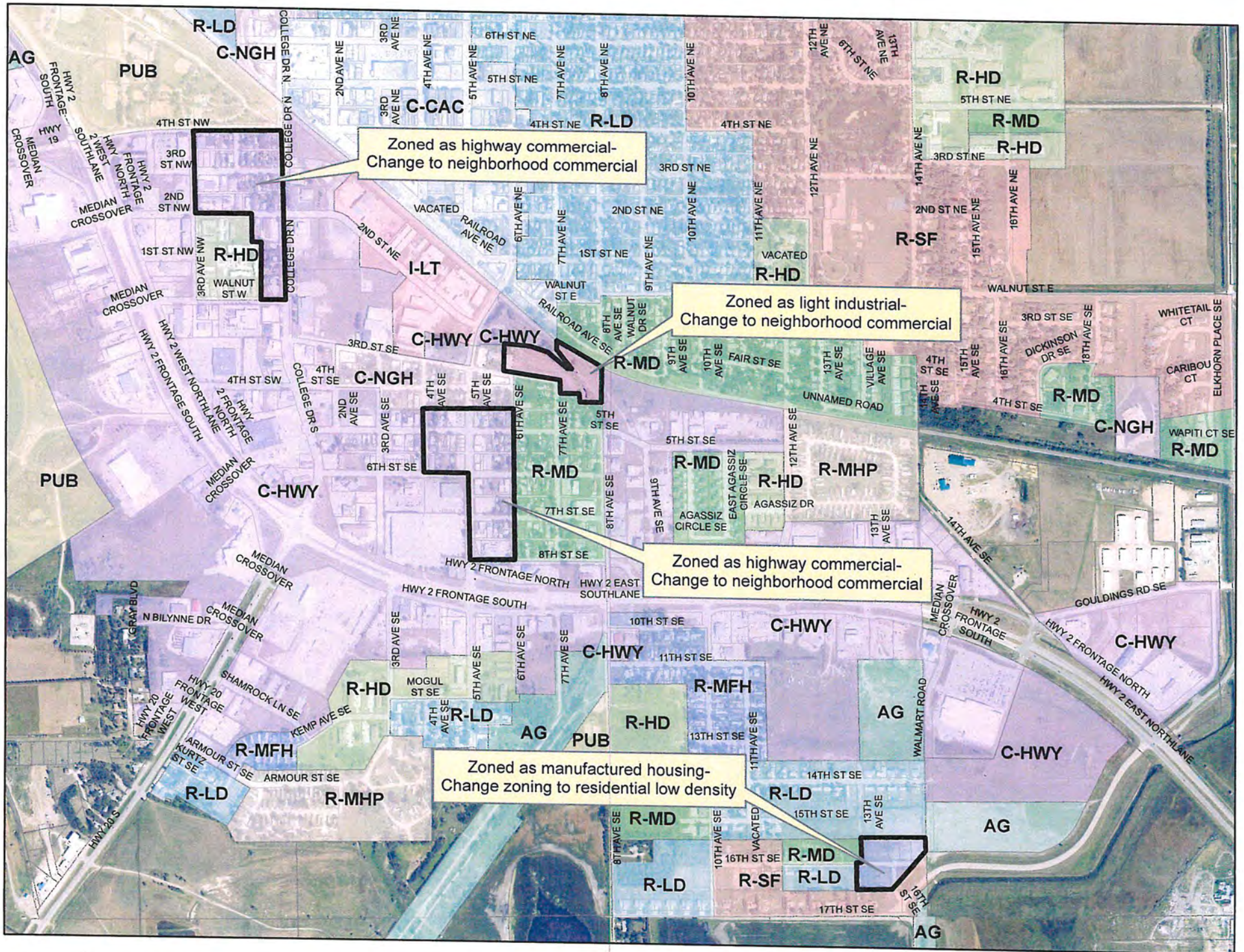
Recommendation to change zoning from highway commercial to neighborhood commercial for an area west of College Dr between Walnut St & 4<sup>th</sup> St NW

Table change in zoning from highway commercial to neighborhood commercial for an area on each side of 5<sup>th</sup> Ave SE between 4<sup>th</sup> St & 8<sup>th</sup> St

Recommendation to change zoning from light industrial to neighborhood commercial for an area located east of and adjoining Smilequest Dental on 5<sup>th</sup> Ave SE

Recommendation to change zoning from manufactured housing to residential low density for an area located at the east end of 16<sup>th</sup> St SE







[Type here]



March 27, 2024

Spencer Halvorson

City of Devils Lake

423 6th St.

Devils Lake, ND 58301

As director of the Lake Region Heritage Center, I would like to formally request funds for the second quarter of 2024. We are remarkably busy planning the Gala, set for April 20<sup>th</sup>, this **year's** Arts festival, and Grand Opening of the Arts Center on June 15<sup>th</sup> and of course the usual spring school museum tours. With continued funding, the Lake Region Heritage Center will be able to provide history and heritage from past to present in the Lake Region.

With sincerest appreciation,

Lisa Crosby, Director

Lake Region Heritage Center

502 4<sup>th</sup> St. NE

PO Box 245

Devils Lake, ND 58301

701-662-3701



**JOINT POWERS AGREEMENT**  
**FOR THE ESTABLISHMENT AND OPERATION OF**  
**THE LAKE REGION LAW ENFORCEMENT CENTER**

This Joint Powers Agreement ("Agreement") is entered into by, between, and among the City of Devils Lake, Ramsey County, Benson County, Eddy County, and Nelson County.

**RECITALS**

WHEREAS, the parties to this Agreement recognize the need for a regional correctional facility to provide the most efficient and effective delivery of such services for each party hereto; and

WHEREAS, the parties to this Agreement agree that it is in the public interest to establish, operate, fund, and administer a regional correctional facility; and

WHEREAS, the parties to this Agreement have determined that an intergovernmental approach should be taken and a joint powers agreement pursuant to Chapter 54-40.3 of the North Dakota Century Code be entered into for the purposes of exercising the powers expressly authorized by the laws of the State of North Dakota;

WHEREAS, this Agreement will permit participating members to jointly utilize their resources for the operation of the Lake Region Law Enforcement Center, a regional correctional center as defined in section 12-44.1-02 of the North Dakota Century Code; and

WHEREAS, this Agreement is intended to establish rights, responsibilities, and procedures for the operation and maintenance of the Lake Region Law Enforcement Center.

NOW, THEREFORE, based upon the foregoing recitals, and based upon the mutual covenants contained herein, it is hereby agreed by, between and among the parties hereto as follows:

**ARTICLE 1. ESTABLISHMENT**

There is hereby established an independent body to be known as the Lake Region Law Enforcement Center ("LRLEC").

## **ARTICLE 2. PURPOSES**

LRLEC is formed for the purposes of establishing, operating, funding, and administering a consolidated law enforcement and correctional facility through intergovernmental cooperation for the benefit of the parties to this Agreement and its Members.

## **ARTICLE 3. DEFINITIONS**

The following terms shall have the following meanings as defined below unless a different meaning clearly applies from the context:

"Agreement" means this Joint Powers Agreement by, between, and among the City of Devils Lake, Ramsey County, Benson County, Eddy County and Nelson County.

"Annual Budget" means the annual budget approved by the Lake Region Law Enforcement Center Board for each and every calendar year of this Agreement.

"Benson County" means Benson County, a political subdivision of the State of North Dakota.

"Benson County Commission" means the Benson County Commission, which is the Governing Body of Benson County, North Dakota.

"Chair" means the member of the Lake Region Law Enforcement Center Board who is elected to the Chair position pursuant to Section 4 of this Agreement.

"City of Devils Lake" means the City of Devils Lake, a political subdivision of the State of North Dakota.

"Devils Lake City Commission" means the Devils Lakes City Commission, which is the Governing Body of the City of Devils Lake, North Dakota.

"Director" means the person responsible for the administration of the LRLEC as appointed by a majority vote of the Board.

"Eddy County" means Eddy County, a political subdivision of the State of North Dakota.

"Eddy County Commission" means the Eddy County Commission, which is the Governing Body of Eddy County, North Dakota.

"Effective Date" means the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

"Governing Body" means the body which performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission. For example, the Devils Lake City Council, the Ramsey County Commission, the Benson County Commission, the Eddy County Commission, and the Nelson County Commission are the Governing Body of each of said entities.

"Joint Powers Agreement" means this Agreement dated as of the Effective Date by, between, and among the Members, as amended from time to time to the extent permitted hereunder.

"Lake Region Law Enforcement Center" or "LRLEC" means the correctional facility and the residential re-entry center under the supervision of the Lake Region Law Enforcement Center Board.

"Lake Region Law Enforcement Center Board" or "Board" means the Board responsible for the oversight of the regional correctional center known as the Lake Region Law Enforcement Center.

"Maintenance" means all normal maintenance activities associated with maintaining or preserving the property owned or controlled by the Lake Region Law Enforcement Center.

"Member" means a party to this Agreement and any future additional Member.

"Nelson County" means Nelson County, a political subdivision of the State of North Dakota

"Nelson County Commission" means the Nelson County Commission, which is the Governing Body of Nelson County, North Dakota.

"Person" means any natural or legal person, county, city, municipality, political subdivision, public benefit corporation, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority, or other entity.

"Ramsey County" means Ramsey County, a political subdivision of the State of North Dakota

"Ramsey County Commission" means the Ramsey County Commission, which is the Governing Body of Ramsey County, North Dakota.

"Vice Chair" means the member of the Lake Region Law Enforcement Center Board who is elected to the Vice Chair position pursuant to Section 4 of this Agreement.

#### **ARTICLE 4. GOVERNING BOARD**

- 4.1 **Establishment.** A governing board known as the Lake Region Law Enforcement Center Board ("Board") is hereby established for purposes of governing and managing the Lake Region Law Enforcement Center, its activities, and employees.
- 4.2 **Board Membership.** Apart from the LRLEC Director, all representatives serving on the Board shall be required to serve as a duly elected or appointed commissioner in their respective governing body. The Board shall consist of eight Members as follows:
- 4.2.1 Two representatives of the Ramsey County Commission.
  - 4.2.2 One representative of the Nelson County Commission.
  - 4.2.3 One representative of the Benson County Commission
  - 4.2.4 One representative of the Eddy County Commission.
  - 4.2.5 Two representatives of the Devils Lake City Commission.
  - 4.2.6 LRLEC Director (nonvoting ex officio Member)
- 4.3 **Alternates.** The Governing Body for each of the Members may designate an alternative representative to act in the absence of the Member's representative at any meeting of the Board subject to the requirements of Article 4, section 4.2.
- 4.4 **Expansion of Board.** In the event that additional Members are added by virtue of a public entity joining as a party to this Agreement under Article 5, the LRLEC Board membership shall be increased to allow one representative to serve as a Member of the Board for each additional participating Member.
- 4.5 **Officers of the Board.** The Board shall elect officers from its voting membership at the first regular meeting of each calendar year. The officers of the Board shall consist of a Chair and Vice Chair. The term for each officer shall be one (1) year. The Vice Chair shall succeed to the office of Chair after one (1) term.
- 4.6 **Removal of Officer.** An officer of the Board shall be subject to removal for cause at any time by a majority vote of the Board.
- 4.7 **Board Meetings.**
- 4.7.1 **Annual Meeting.** An annual meeting of the LRLEC Board shall be held in May of each year.



- 4.7.2 Regular Meetings. Regular meetings shall be held according to a schedule approved by the Board.
- 4.7.3 Special Meetings. Special Meetings shall be held when called by the Chair or whenever requested by two Members of the Board.
- 4.7.4 Quorum. A majority of Board Members shall constitute a quorum for the transaction of business of LRLEC and a majority of the quorum shall be necessary to approve any action of the Board.
- 4.7.5 Location of Meetings. Meeting locations shall be determined by the Chair.
- 4.8 **LRLEC Board Duties, Responsibilities and Authority**. The Board shall have the following duties, responsibilities, and authority:
  - 4.8.1 Review and approve such rules, regulations, policies, and standard operating procedures for the purposes of managing the LRLEC and its activities.
  - 4.8.2 Provide information and direction for the operation of the LRLEC.
  - 4.8.3 Review and provide general oversight for all contracts or agreements necessary to operate, equip, or manage the LRLEC, subject to the limits of the approved Annual Budget.
  - 4.8.4 Review, comment, and approve any capital improvements program developed and submitted by the Director.
  - 4.8.5 Conduct long range planning to provide an effective, efficient, and responsible correctional center.
  - 4.8.6 Accept, receive, and administer grants or other funds or gifts for purposes of carrying out functions of the LRLEC.
  - 4.8.7 Establish and approve operational protocols, policies, and procedures.
  - 4.8.8 Perform such other responsibilities, duties, and activities as may be appropriate and necessary to address the correctional needs of the public and the Members.
  - 4.8.9 Employ, discipline, and terminate employment of a Director.
  - 4.8.10 Provide discretionary comments and advice regarding personnel matters.

- 4.8.11 The Board shall have all necessary powers and authorities granted by law and may do all things necessary and lawful to carry out the purposes of this Agreement.
  - 4.8.12 Establish per diem rates to be charged to Members and non-members for correctional center services.
  - 4.8.13 Contract with third parties to provide goods, services, materials, or supplies for the implementation of the purpose of this Agreement and/or operation of the LRLEC.
  - 4.8.14 Adopt budgets, retain personnel, retain legal counsel and consultants, acquire grants, acquire, hold, lease, and dispose of real and personal property.
  - 4.8.15 Incur debt and issue bonds or any like instruments to effectively provide for the services enumerated herein in compliance with pertinent sections of state and/or federal law.
  - 4.8.16 Defend, hold harmless and indemnify the Members of the LRLEC Board for any actions taken in the course and scope of their official duties.
  - 4.8.17 Create committees comprised of board members, appointed representatives from the public, or both.
  - 4.8.18 Sell, convey, lease, exchange, transfer or otherwise dispose of real property, personal property, chattels, and other assets.
  - 4.8.19 Purchase, take, receive, lease, receive by gift, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property or any interest therein.
  - 4.8.20 Employ and/or contract for personnel and services with public and private entities.
- 4.9 **Board Compensation**. The Board may establish reasonable compensation to be paid to Members of the Board. In addition, Board Members may be reimbursed for reasonable out- of-pocket expenses actually incurred by reason of participation in Board activities, in accordance with Board approved policies and procedures.

- 4.10 **Director.** There shall be a Director of LRLEC who shall be responsible for the administration of LRLEC. The Director shall be appointed by a majority vote of the Board. The Director may be removed with or without cause by a majority vote of the Board. The Director shall be responsible for the preparation of the Annual Budget and the collection of Member fees as prescribed in this Agreement, the bylaws, and/or such other agreement as established by the Board.

#### **ARTICLE 5. ADDITION OF NEW MEMBERS**

Any agency or political subdivision wishing to join LRLEC must submit a written request to the Chair. This request will be reviewed by the Director and a report given to the Board. The Board shall direct the Director to obtain appropriate information from the agency or political subdivision on their needs and to develop an estimate of fees for joining based on a formula established in this Agreement. The Director shall notify the agency or political subdivision of the amount of proposed fees and request that the Governing Body of the agency or political subdivision adopt a resolution requesting membership in the LRLEC and agreeing to the payment of fees set forth. Upon receipt of the resolution from the agency or political subdivision, the Director shall place the request on the next Board agenda for consideration. The acceptance of new Members shall be effective upon a majority vote of the Board. The Board in its sole discretion shall determine whether additional Members shall be admitted and the appropriate payment required of any additional Member.

#### **ARTICLE 6. DUTIES AND RESPONSIBILITIES OF MEMBERS**

- 6.1 All Members shall undertake and provide the following:
- 6.1.1 Pay and contribute its portion of LRLEC costs as determined by the Board within ninety (90) days of the date of invoice, unless a Member disputes the invoice. If a member disputes the invoice, it shall notify the LRLEC in writing within thirty (30) days of the date of the invoice. The Member and LRLEC must meet and confer in good faith to attempt to resolve the dispute. If the dispute is not resolved, the parties must follow Dispute Resolution procedures as set forth in Article 15 of this Agreement.
  - 6.1.2 Contribute funding in accordance with this Agreement.
  - 6.1.3 Pay all charges, surcharges, penalties, interest, or fees allocated and assessed to the Member by the Board.
  - 6.1.4 Contribute any grants, endowments, bequests, or gifts allocated for LRLEC services or activities.

- 6.1.5 Pay all per diem charges for each person incarcerated or detained at the LRLEC.
- 6.1.6 Appoint, in a timely manner, representatives to serve on the Board, subject to Article 4, section 4.2 et seq of this Agreement.
- 6.1.7 To act in good faith for the efficient and effective delivery of services by the LRLEC.
- 6.1.8 To undertake such activities as may be necessary or convenient to fulfill the purposes of this Agreement.

### **ARTICLE 7. OPERATION AND MANAGEMENT**

- 7.1 The LRLEC is intended by the Members to house inmates and detainees incarcerated or detained by any of the Members, the State of North Dakota, or other political subdivisions thereof, or federal inmates under the control of federal agencies who are awaiting transfer to other facilities or other disposition under applicable federal law. The LRLEC also operates the Lake Region Re-Entry Center, which serves as a re-entry center for individuals transitioning back into the community after incarceration.
- 7.2 Operation and management of the LRLEC must be in accordance with the applicable standards established by the North Dakota Department of Corrections or any other state or federal agency or department having jurisdiction.
- 7.3 The LRLEC shall be compensated on a per diem/per inmate basis for housing inmates from each of the Members in addition to the payment of all other fees, charges, or taxes.
- 7.4 The LRLEC Board may establish a per diem/per inmate rate for housing inmates from jurisdictions other than the Members. All inmate per diem rates shall be reviewed and determined by the Board on an annual basis. For purposes of imposing a per diem charge, a "day" shall mean a 24-hour time period beginning with 12:00 midnight and ending 24 hours later. All per diem charges shall be based on daily midnight count for inmates actually incarcerated at the facility at 12:00 midnight of each day. For those inmates housed less than a 24-hour period, a booking fee may be assessed and included in the fees and charges. All Members to this Agreement shall pay the same per diem rate.



- 7.5 The LRLEC shall provide all services reasonably necessary for the marketing of the facility/center to third party contracting entities including but not limited to of solicitation and development programs and relationships with eligible user governmental entities. This includes the development of intergovernmental relationships, maintenance of those relationships, and the development of long-term agreements.
- 7.6 The LRLEC shall be solely responsible for operational decisions regarding the appropriate level of security, inmate management and housing of all inmates and detainees.
- 7.7 The LRLEC shall provide inmate services for misdemeanor and felony cases referred for prosecution. The LRLEC may also provide emergency detention services as provided by law.
- 7.8 The LRLEC shall provide each Member with an itemized monthly billing report for all services provided.
- 7.9 Each Member shall be solely responsible for transportation of its inmates to the LRLEC for initial booking and to all court appearances.
- 7.10 All inmates and detainees shall receive medical, mental health and dental treatment when medically necessary to safeguard their health while in custody as required by law. Medical costs for services and care provided to inmates and/or detainees shall be the responsibility of the Member or other agency or political subdivision responsible for the incarceration or detention of such inmate or detainee. Such expenses shall include any medical expenses incurred inside or outside of the LRLEC for medical conditions occurring either as an inmate or detainee of the LRLEC. Such expenses shall not, however, include routine nursing services provided to incarcerated inmates or detainees as part of the normal operations of the LRLEC, including over-the-counter medications or supplies.
- 7.11 The Members agree to take such further actions and to execute documents as in their reasonable judgment may be necessary or desirable to carry out the terms of, and complete the transactions contemplated by, this Agreement.
- 7.12 The LRLEC may enter into agreements for detention and incarceration services for other North Dakota political subdivisions, the State of North Dakota, another state, a political subdivision, or municipality or equivalent of another state, the United States Marshal Service, or Federal Bureau of Prison, or such other state or federal agency or department.

## **ARTICLE 8. BUDGET; COST ALLOCATION; PAYMENT OBLIGATIONS**

8.1 **Budgeting.** The Director shall present an annual LRLEC budget to the Board for review and approval on or before the 1st day of April annually. Such Annual Budget shall include:

8.1.1 A listing of the estimated expenditures and costs required to operate the LRLEC for the following fiscal year.

8.1.2 An estimate of the income or revenue the LRLEC can be reasonably expected to generate or receive and a listing of the income sources.

8.1.3 An estimate of net costs to each party after the expected income is credited, along with a statement of cost allocation.

8.1.4 The annual LRLEC budget shall be approved by the Board on or before the 1st day of July annually.

8.1.5 Notice of final approval of the LRLEC budget shall be given by the Director to each Member Governing Body within five (5) days of final approval by the Board.

8.2 **Accounting.**

8.2.1 The Director shall provide for all income, revenue or other funds received by the LRLEC to be deposited for LRLEC purposes.

8.2.2 The Director shall provide for the accounting of all income, revenues, or other funding received by the LRLEC as well as all expenditures.

8.2.3 The Director shall provide the Board with financial reports on at least a quarterly basis.

8.3 **Capital Assets/Equipment Acquisition.**

8.3.1 All capital assets or equipment acquisitions for the LRLEC shall be made in accordance with purchasing policies approved by the Board. Where appropriate, the Director shall prepare bid specifications and other bid documents. Except for assets owned by a Member or other entity, all equipment, furnishings, and facilities for the LRLEC shall be purchased and held in the name of LRLEC and shall become the property of the LRLEC.

- 8.3.2 Except for property owned by another Member or other entity, title to all capital assets shall be held in the name of LRLEC. Capital assets shall be identified and defined according to acceptable accounting practices. The Board may, in its discretion, obtain insurance for loss or damage to such property.
- 8.3.3 Purchase of supplies and other expendable items shall be made according to standard purchasing policies approved by the Board.

8.4 **Member Payment Obligations.**

- 8.4.1 Each Member shall pay per diem charges as established by the Board for each prisoner incarcerated or individual detained at the LRLEC.
- 8.4.2 Each Member shall pay their respective share of the Annual Budget remaining unfunded, after accounting for unanticipated incarceration revenues, rental payments and other miscellaneous income or grants, as allocated by the Board.
- 8.4.3 In the event of a year end budget surplus, the Board may allocate such surplus to the subsequent year's operating budget in the form of unanticipated carryover funds to be used in the discretion of the Board; allocate such surplus into a fund for future capital improvements; or allocate such surplus into a reserve fund.
- 8.4.4 In the event of an annual operating deficit, the Board shall have the power and authority to obtain an operating loan or loans as provided by North Dakota law. Any operating loan or loans incurred by the LRLEC due to an annual operating deficit shall be accounted for and incorporated into the budget of the following fiscal year. The Board may, in its discretion, impose additional surcharges, charges, or fees upon each Member in lieu of obtaining an operating loan or loans.

**ARTICLE 9. EMPLOYEES**

- 9.1 **LRLEC Director.** The Board shall employ or contract with an individual to act as the LRLEC Director. Such employment or contract must be approved by a majority vote of the Board. The Board, by a majority vote, may discipline the LRLEC Director. The Board, by a majority vote, may terminate the employment of the LRLEC Director, with or without cause.

- 9.2 **Additional Employees.** The Board may employ or contract such persons as may be necessary for the operation of the LRLEC. Employees may be employed or contracted to work on a full-time, part-time, or seasonal basis, provided that all staffing obligations and requirements imposed by applicable standards shall be complied with.

#### **ARTICLE 10. INDEMNIFICATION/INSURANCE**

The LRLEC may acquire such insurance protection or other indemnification as may be necessary or convenient to protect the interest of the LRLEC, its Members, officers and employees from all claims, losses, damages, costs, injuries and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the LRLEC or the activities undertaken pursuant to this Agreement.

#### **ARTICLE 11. WITHDRAWAL OR TERMINATION OF MEMBERSHIP**

- 11.1 Any Member may withdraw its membership and terminate its participation in LRLEC by providing written notice and serving that notice upon the Chair and Director on or before the 31st day of March in any year. If notice is given prior to the 31st day of March in any calendar year, such membership withdrawal and termination shall be effective on the last day of the calendar year following delivery and service of appropriate notice.
- 11.2 If notice is not provided prior to the 31st day of March in any year, such Member's withdrawal or termination of membership shall become effective on the 31st day of December of the subsequent calendar year following delivery and service of notice. For example, if an agency provides notice prior to March 31, year one (1), the effective date of termination shall be December 31, year one (1). If notice is given after March 31, year one (1), the effective date of termination shall be December 31, year two (2).
- 11.3 The termination and/or withdrawal of any Member shall not discharge or relieve such Member of its obligations, liabilities, or payments due prior to, at the time of, or following termination. Upon termination or withdrawal, the payment of any remaining obligations shall be made pursuant to this Agreement or as otherwise provided by law.

#### **ARTICLE 12. TERMINATION OF JOINT POWERS AGREEMENT**

This Agreement may be terminated by the Board upon notice of withdrawal being received from a majority of the Members. Upon termination, the payment of the obligations and division of the property of the LRLEC shall be conducted pursuant to this Agreement or as otherwise provided by law.



### **ARTICLE 13. DISPOSITION OF FUNDS UPON TERMINATION**

- 13.1 In the event the termination of the LRLEC where there is a successor public entity which will carry on the activities of the LRLEC and assume its obligation, assets, including any interest earned on deposits remaining upon termination of the LRLEC and after payment of all obligations, shall be transferred to the successor public entity.
- 13.2 If there is no successor public entity to carry on the activities of the LRLEC or assume its obligations, assets, including any interest earned on deposits, remaining upon termination of the LRLEC and after payment of all obligations, shall be divided and distributed in proportion to the contribution of each Member.
- 13.3 If there is a successor public agency which would undertake some of the functions of the LRLEC and assume some of its obligations, assets, including any interest earned on deposits, remaining upon the termination of the LRLEC and after payment of all obligations, shall be allocated by the Board between the successor public entity and Members as determined by the Board in its sole discretion.
- 13.4 In the event the LRLEC is terminated under circumstances falling within sections 13.2 or 13.3 above all decisions by the Board regarding determination of amounts to be transferred to Members or any successor shall be final.

### **ARTICLE 14. MEMBER PAYMENTS; DELINQUENCIES**

- 14.1 Payments from Members not received when due shall bear interest at the rate of eighteen percent (18%) per annum until paid, except, however, any amounts subject to the dispute resolution provisions in Article 15 shall be suspended until 30 days after final resolution resulting in the payments of any outstanding amount.
- 14.2 If a payment from a Member is more than three (3) months delinquent, the delinquent Member shall not be entitled to vote until all delinquent payments together with interest have been paid.
- 14.3 A Member who is six (6) months or more delinquent in payments shall lose use of the LRLEC until all payments including interest have been made.
- 14.4 A Member who is one (1) year or more delinquent is deemed to have withdrawn as a principle and to have withdrawn from the LRLEC.
- 14.5 Withdrawal or termination of membership does not extinguish any obligation to pay LRLEC for any services, membership, or other amounts due, together with interest.

## **ARTICLE 15. DISPUTE RESOLUTION**

- 15.1 Whenever any dispute arises between or among the Members under this Agreement, or under the provisions of 6.1.1, which cannot be resolved by routine meetings or communications, the Members agree to seek resolution of such dispute by the process described in this section, which shall be binding upon all Members.
- 15.2 The Members, in good faith, shall seek to resolve any dispute or concern by meeting as soon as feasible. The meeting shall include the Chair, the Director and representative(s) of any party raising a concern or dispute.
- 15.3 If the dispute is not resolved as a result of such meeting, any party to the dispute may demand mediation through a process to be mutually agreed to, in good faith, between the parties within ninety (90) days. Mediation may include binding or nonbinding decisions or recommendations. The parties to the dispute shall share equally the costs of mediation and assume their own costs.
- 15.4 If the mediation process does not result in a resolution of the dispute, any party subject to the dispute may, within thirty (30) days of conclusion of the mediation, demand binding arbitration. Upon demand, the dispute or concern shall be submitted to and settled by binding arbitration. The location of the arbitration shall be mutually agreed upon and its proceedings will be governed by the laws of the State of North Dakota. Arbitration shall be conducted before a single arbitrator. The single arbitrator shall be an individual skilled in the legal and business aspects of the subject matter of this Agreement. The costs of the arbitration shall be shared equally by the parties to the dispute except, however, at the discretion of the arbitrator, costs may be allocated to any single or multiple parties to the arbitration.

## **ARTICLE 16. NOTICES**

All notices to Members shall be deemed to have been given when mailed to the Governing Body of each Member. The Board may provide notice by email or facsimile or some other reliable method by resolution. All notices to the LRLEC shall be delivered to its Chair or Director.

## **ARTICLE 17. GOVERNMENTAL PURPOSES**

Any and all services or activities performed or undertaken pursuant to this Agreement shall be deemed to be for public and governmental purposes only. It is the intention of the Members that all privileges, protections, defenses, immunities, and damage limitations afforded to political subdivisions and/or the State shall extend to the parties to this Agreement and to the services or activities performed hereunder.

### **ARTICLE 18. NO LIMITATIONS**

This Agreement shall not be construed, in any manner, to aggregate or limit the rights, defenses, immunities, exemptions, powers, duties, or functions of any of the parties hereto.

### **ARTICLE 19. AUTHORITY FOR AGREEMENT**

This Agreement is made under the authority and pursuant to the provisions of Article VII, Section 10 of the North Dakota Constitution, and Chapters 11-10, 40-05, and 54-40.3 of the North Dakota Century Code.

### **ARTICLE 20. NO THIRD-PARTY BENEFIT.**

This Agreement is solely for the benefit of the parties hereto and no other person or persons shall have any right, benefit, priority, claim, or interest under or because of the exercise or provisions of this Agreement.

### **ARTICLE 21. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota and venue for any legal action arising out of this Agreement shall be in Ramsey County, North Dakota.

### **ARTICLE 22. TERMINATION OF PREVIOUS AGREEMENTS**

This Agreement shall supersede and terminate any prior or existing agreements, addendums, amendments to agreement, codicils, or cooperative agreements that have been entered into by and between the parties for the establishment and/or provision of LRLEC facilities or services.

### **ARTICLE 23. SEVERABILITY**

Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein or this Agreement as a whole, invalid.

### **ARTICLE 24. AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE 25. COUNTERPARTS**

This Agreement may be executed in counterparts or duplicate originals.

**ARTICLE 26. AMENDMENTS**

No amendment to this Agreement shall be effective except upon the written concurrence of the Governing Body of all Members.

**ARTICLE 27. EFFECTIVE DATE**

This Agreement shall be effective on the day of \_\_\_\_\_, 20\_\_ and shall continue thereafter until amended or terminated by the parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the respective parties hereto have signed this Agreement.

**RAMSEY COUNTY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BENSON COUNTY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EDDY COUNTY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**NELSON COUNTY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF DEVILS LAKE**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its Mayor: \_\_\_\_\_

Attest: \_\_\_\_\_

Its City Auditor: \_\_\_\_\_



Vector Disease Control International, LLC  
2288 150<sup>th</sup> Street  
Halstad, MN 56548

March 14, 2024

City of Devils Lake  
Spencer Halvorson  
PO Box 1048  
Devils Lake, ND 58301-1048

RE: Mosquito Control for 2024

Dear Valued Client of Devils Lake, ND:

In preparation for the 2024 summer season, enclosed is the necessary paperwork to comply with federal and state agencies for aerial Mosquito control. To be ready when you need us, please complete the enclosed paperwork and return by April 20, 2024. We request that you send your completed documents to [Robert.Aslesen@VDCI.net](mailto:Robert.Aslesen@VDCI.net) for processing. Completed applications **DO NOT** commit you to spraying.

VDCI will provide aerial mosquito control at a fee of \$3.10 per acre. This includes all program development, chemical, and application costs. There is one additional charge for ferry time to and from targeted sites depending upon the distance to your location. If you work together with a neighboring city, the ferry fee will be split.

In 2023, Devils Lake, ND approved a spray area of 2900 acres. For your comparison, the total application costs in 2024 will calculate as follows:

- ✓ 2900 acres at \$3.10 per acre.
- ✓ Ferry fee of \$450.00.
- ✓ Total charges for each application is estimated to be \$9,440.00.

Also, for your convenience please keep the following information in your file for future reference.

In the event of an emergency, please do as follows:

- ✓ Call 911 and report the location of the incident.
- ✓ Call National Poison Control Center at 1-800-222-1222 and inform them the products on board the aircraft are:
  - Perm-X UL 31-66
  - BVA 13
  - 100 LL Aviation Fuel
- ✓ Contact Vector Disease Control International at (800) 413-4445

Thank you for your cooperation and we look forward to serving you in 2024.

Sincerely,

Rob Aslesen  
Manager



## AUTHORIZATION APPLICATION

I understand that Vector Disease Control International, LLC  
is required to obtain the approval for aerial  
spraying over the city of Devils Lake, ND by an authorized representative.

By the powers granted to me, I hereby give my approval for the low flying aircraft  
waivers required by the Federal Aviation Administration to Vector Disease Control International  
(This application must be signed by the Mayor of this city.)

---

City Mayor's Authorized Signature

---

Printed Name

---

Date

Please complete application as soon as possible and return to  
Vector Disease Control International for processing and filing.

Expiration Date: *October 31, 2024*





**APPLICATION FOR AERIAL APPLICATION FOR PESTICIDE OVER A CITY**  
 NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY  
 DIVISION OF AIR QUALITY  
 SFN 14493 (6-2023)

**PERMISSION IS REQUESTED TO CONTRACT FOR AERIAL APPLICATION OF PESTICIDE:**

Name of City <b>Devils Lake</b>	To Spray for Control of Mosquitoes, Cankerworms and/or Tent Caterpillar	Request Date	
Name of City Contact	Title	Telephone Number	
Mailing Address PO Box 1048	City Devils Lake	State ND	ZIP Code 58301-1048
E-Mail Address			

**AERIAL APPLICATOR SERVICE INFORMATION:**

Name of Applicator Service Vector Disease Control International, LLC	Name of Pilot Rob Aslesen and/or Jon Aslesen	Telephone Number (218) 456-2465	
Mailing Address 1320 Brookwood Dr., Ste H	City Little Rock	State AR	ZIP Code 72202

**PESTICIDE INFORMATION:**

Chemical Name Mosquitoes: Either or Trumpet EC #5481-481 <sup>1</sup> / Dibrom #5481-480 <sup>2</sup> / Perm-X 31-66 #89459-45 <sup>3</sup> / Fyfanon #279-3539 <sup>4</sup> Cankerworms/Tent Caterpillar: Foray 48B #73049-427 <sup>5</sup>	Concentration Percentage 78 <sup>1</sup> /87.4 <sup>2</sup> /31 <sup>3</sup> /96.5 <sup>4</sup> /12.65 <sup>5</sup>	Rate of Application 1 oz <sup>1</sup> / .75 oz <sup>2</sup> / .31 oz <sup>3</sup> / 3 oz <sup>4</sup> / 31 oz <sup>5</sup>
Method [ULV, Sprayer, Other (Specify)] Aerial - ULV	Date of Application Between 5/1/24 & 10/31/24	
Method Public Notice (Check All That Apply) <input type="checkbox"/> Radio <input type="checkbox"/> Newspaper <input type="checkbox"/> Television <input type="checkbox"/> Website <input type="checkbox"/> Posted Notification <input type="checkbox"/> Telephone <input type="checkbox"/> Other (Specify)	Date of Public Notice > 6 hours prior to application	
Registered by the State of North Dakota Aeronautics Commission (701-328-9650)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
FAA Approval to Conduct a Spraying Operation Over a City Congested Area (701-492-5800)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
The Pilot is a Certified Applicator Through the ND Department of Agriculture	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SIGNATURE OF CITY CONTACT**

Submit Your Application To:  North Dakota Department of Environmental Quality Division of Air Quality 4201 Normandy Street, 2 <sup>nd</sup> Floor Bismarck, ND 58503-1324 (701)328-5188 (701)328-5200 – Fax	<b>TO BE COMPLETED BY THE NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL BY</b>	
	Signature	
	Date	

Approval from the Department of Environmental Quality is required for aerial spraying of pesticides over a city [NDAC 33.1-15-10-01]. This application form must be completed before approval will be granted. Aircraft spraying and loading equipment must be dedicated for the use of only those chemical pesticides approved for residential ULV spraying and no other chemical pesticides will be used in the spraying or loading equipment. If a public health emergency exists, these requirements may be waived.

The aerial applicator must also be registered by the State of North Dakota Aeronautics Commission (701-328-9650) and must have Federal Aviation Administration (FAA) approval to conduct a spraying operation over a city congested area. To receive this approval the aerial application can contact the FAA Flight Standards District Office, 4620 Amber Valley Parkway, Fargo, ND, 58503, 701-492-5800.

The North Dakota Department of Environmental Quality will not be held liable for any accidents, misapplications, errors in mixing, etc. These are the sole responsibility of the pesticide applicator.



# Vector Disease Control International 2024 Spray Season Devils Lake, ND

Proposed Spray Area  
Summer 2024

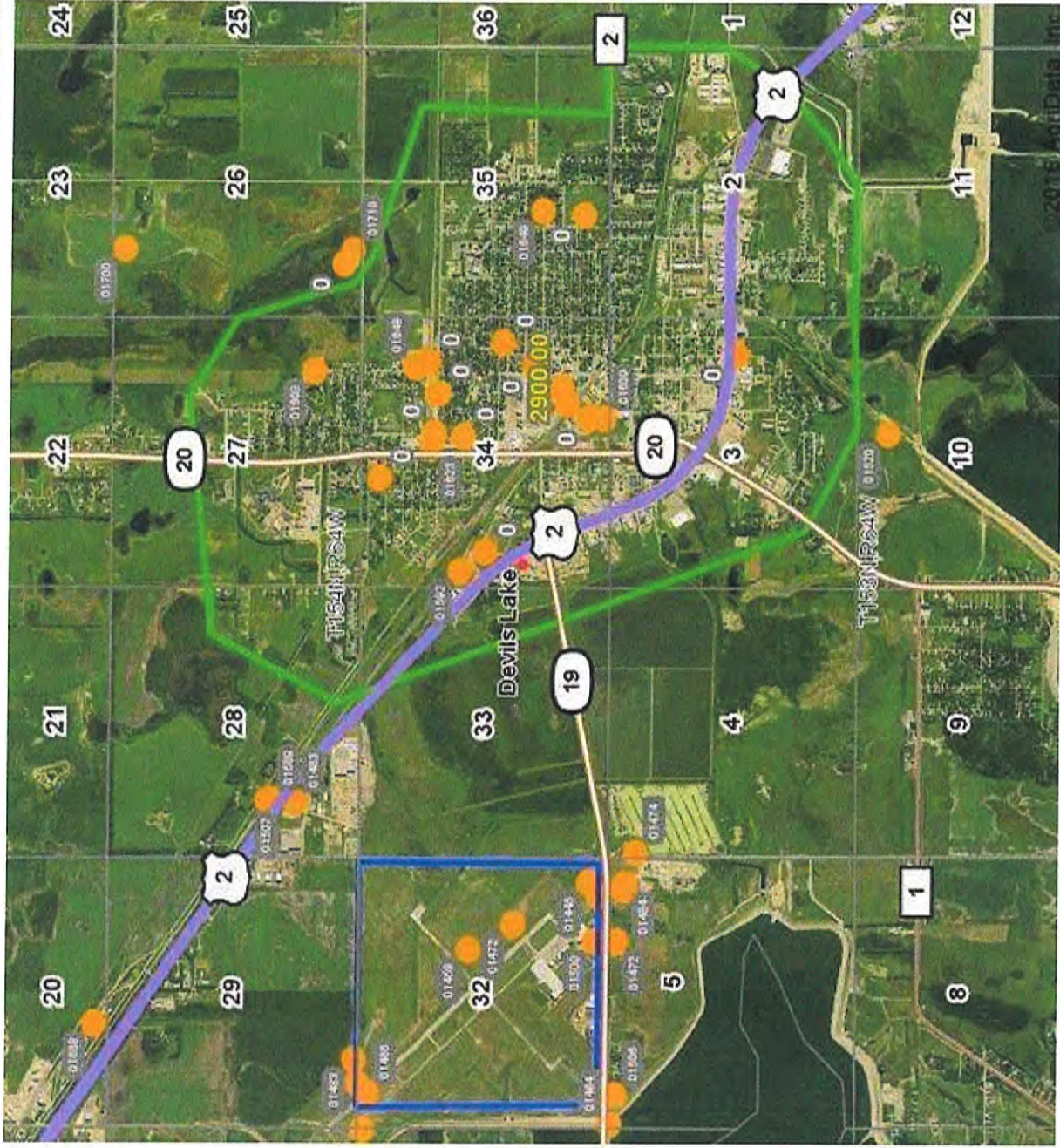
Please use a green highlighter to draw any modifications to the proposed spray area.

Mark any additional vertical obstructions with an asterisk (\*) and highlight in orange. Enter the height of the obstruction next to the asterisk.

Mark any sensitive areas and/or bee hives with an asterisk (\*) and highlight in red.

### Color Key

- Green** - Spray Area
- Orange** - High Obstruction
- Blue** - Emergency Landing
- Red** - Sensitive Areas/Bee Hives



**CONTRACT FOR SUMMER MAINTENANCE**

**THIS AGREEMENT**, made and entered into this 1st day of April, 2024, by and between Ramsey County (a corporation organized and existing under the laws of the State of North Dakota), party of the first part, and City of Devils Lake, whose address is Devils Lake, North Dakota, party of the second part;

**WITNESSETH**, that the said party of the first part for and in consideration of the sum of \$6,547.20 in hand paid by the party of the second part on or before the 1st day of April, 2024, the receipt of which is hereby acknowledged, does hereby agree as follows:

The party of the first part agrees to provide blading of the roads contained within the said township as hereinafter specified. Said service to be the same, or similar to, that now being provided by the County on those roads as determined by the parties herein.

It is agreed that the party of the second part will determine which roads to be serviced, that the amount will be \$310.00 per mile which includes six (6) bladings per mile (see attached summary).

It is agreed that this contract will run from April 1st of the year of the contract is entered into, until October 31st of the same year. The contract will not be renewed by the party of the first part if the said party of the second part is delinquent in the payment in any extent.

It is agreed by the parties hereto that the above-referred mileage will be determined at the date of the contract and will be the mileage that will be controlling throughout the contract period unless there is a request for increased service by the party of the second part. Additional work or snowplowing to be paid for on an hourly rate based on rate schedule as established each year by the Commissioners. The hourly blading rate for fiscal year April 1st, 2024 to April 1st, 2025 shall be \$145.00 per hour for Township and Government work and \$150.00 per hour for private work.

In the event that the party of the second part wishes to redesignate those roads to be served, they will contact the party of the first part and a determination will be made as to the mileage.

**IN TESTIMONY WHEREOF**, the said parties have caused these presents to be executed, the party of the first part in its corporate name by its chairman of the Board of County Commissioners, and its Auditor, and the party of the second part by its President and Auditor.

**ATTEST:**

**RAMSEY COUNTY, NORTH DAKOTA**

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chairman, Board of County Commissioners

**CITY OF DEVILS LAKE, NORTH DAKOTA**

\_\_\_\_\_  
City Auditor

\_\_\_\_\_  
Chairman, City of Devils Lake

## SUMMER ROAD MAINTENANCE - COUNTY BLADING LOCATIONS 2024

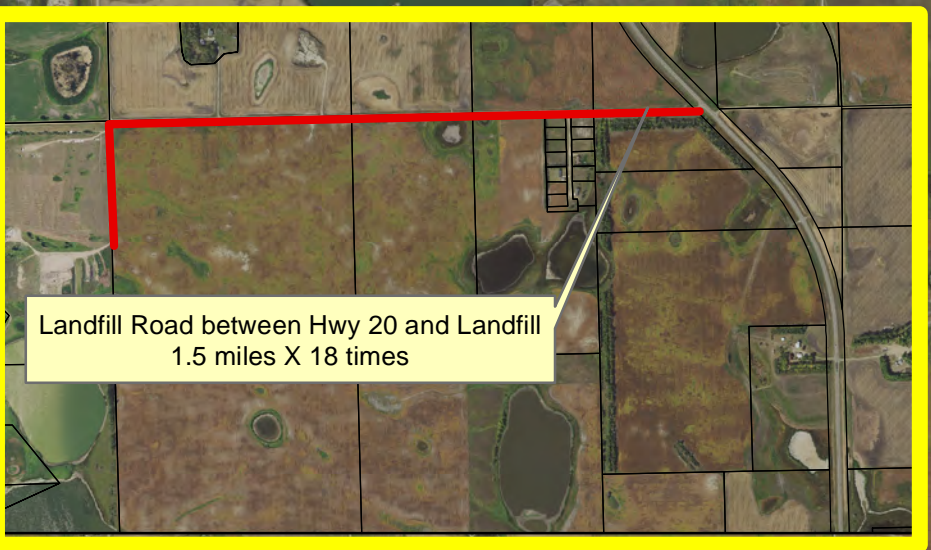
<u>ROADWAY DESCRIPTION</u>	<u>MILES</u>	<u>TIMES</u>	<u>RATE</u>	<u>COST</u>
Airport Rd between Hwy 19 and end of Dike	1.80	18	\$930.00	\$1,674.00
Truck Route between Hwy 20 and Hwy 2	3.10	3	\$155.00	\$480.50
8th Ave NW between 16th St NW and Dead End	0.40	6	\$310.00	\$124.00
17th St SE between Hwy 2 and 8th Ave SE	1.00	12	\$620.00	\$620.00
8th Ave SE between PD Firing Range and Playground	0.90	12	\$620.00	\$558.00
10th Ave SE between 15th St SE and 17th St SE	0.20	12	\$620.00	\$124.00
16th St SE between 10th Ave SE and 17th St SE	0.40	6	\$310.00	\$124.00
14th Ave SE between Hwy 2 and Bend in Road	0.25	12	\$620.00	\$155.00
Smith Dr SW between Hwy 20 and Dead End	0.13	6	\$310.00	\$40.30
14th St NE between 5th Ave NE and 14th Ave NE	0.62	18	\$930.00	\$576.60
14th Ave NE between 10th St NE and 14th St NE	0.31	18	\$930.00	\$288.30
Gouldings Rd between Frontage Road and Elk's Rd	0.27	12	\$620.00	\$167.40
5th St NE between 16th Ave NE and Elk's Rd	0.27	6	\$310.00	\$83.70
9th Ave SE between 5th St SE and Frontage Road	0.22	12	\$620.00	\$136.40
Landfill Road between Hwy 20 and Landfill	1.50	18	\$930.00	\$1,395.00
 TOTAL COST				 \$6,547.20





# SUMMER ROAD MAINTENANCE COUNTY BLADING LOCATIONS 2024

Truck Route between Hwy 20 and Hwy 2  
3.1 miles X 3 times



Landfill Road between Hwy 20 and Landfill  
1.5 miles X 18 times

8th Ave NW between 16th St NW and Dead End  
0.4 miles X 6 times

14th St NE between 5th Ave NE and 14th Ave NE  
0.62 miles X 18 times

Airport Rd between Hwy 19 and end of Dike  
1.8 miles X 18 times

14th Ave NE between 10th St NE and 14th St NE  
0.31 miles X 18 times

5th St NE between 16th Ave NE and Elk's Dr  
0.27 miles X 6 times

9th Ave SE between 5th St SE and Fr Rd  
0.22 miles X 12

14th Ave SE between Hwy 2 and Bend in Road  
0.25 miles X 12 times

Smith Dr SW between Hwy 20 and Dead End  
0.13 miles X 6 times

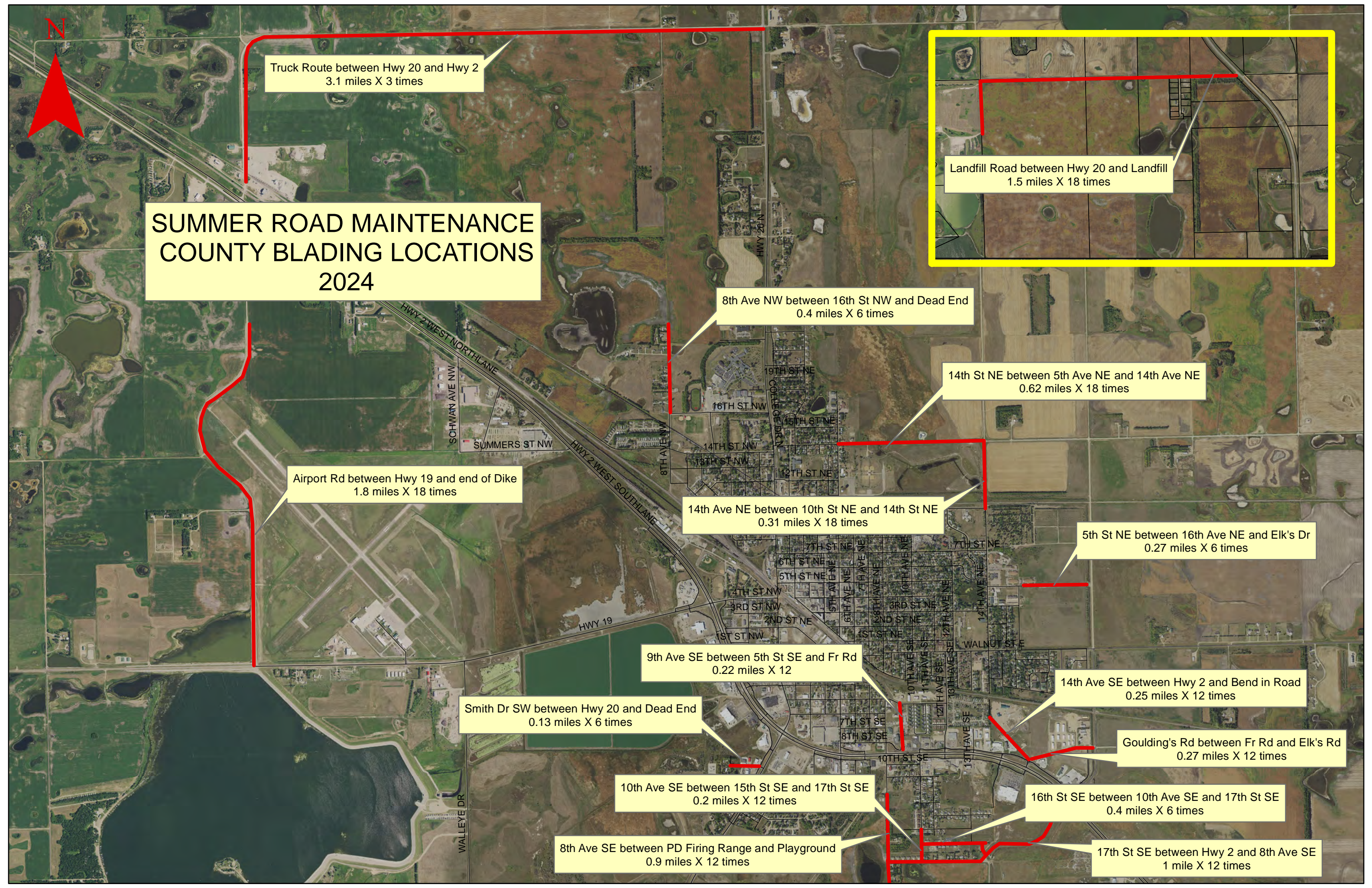
Goulding's Rd between Fr Rd and Elk's Rd  
0.27 miles X 12 times

10th Ave SE between 15th St SE and 17th St SE  
0.2 miles X 12 times

16th St SE between 10th Ave SE and 17th St SE  
0.4 miles X 6 times

8th Ave SE between PD Firing Range and Playground  
0.9 miles X 12 times

17th St SE between Hwy 2 and 8th Ave SE  
1 mile X 12 times





**Resolution Determining Insufficient Protests Were Filed in  
Street Improvement District No 79-24  
17<sup>th</sup> St SE, 16<sup>th</sup> St SE, 8<sup>th</sup> Ave SE, 10<sup>th</sup> Ave SE**

WHEREAS, the City Auditor presented an affidavit showing publication in the official newspaper of the City of the Resolution of Necessity heretofore adopted for the improvement proposed to be made in Street Improvement District 79-24 as directed by the provisions of said Resolution which affidavit was examined, found to be satisfactory and ordered to be placed on file.

WHEREAS, the City Auditor reported that no less than 30 days having expired since the first publication of said Resolution, there were property owners liable to be specially assessed for said improvement who filed protests against the making thereof in the office of said City Auditor within the said 30 day period as provided by law but that the protests were insufficient to bar proceeding with the improvements.

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

1. Said City Commission has heretofore by Resolution determined and declared it necessary to construct an improvement in Street Improvement District 79-24 of the City of Devils Lake, improving roadways through asphalt and miscellaneous items, in connection with the above specified improvements and that said Resolution has been duly published as required by law, and that not less than 30 days have expired since the first publication thereof.
2. The opportunity having been afforded as provided by law for the property owners liable to be specially assessed for said improvement to file protests against the making thereof, and this Commission having duly met to consider all protests so filed, and being fully advised in the premises, it is hereby determined that insufficient protests were filed within the time and manner provided by law against the making of said improvement.
3. The Commission and this City are authorized to proceed with the construction of the same and to pay a portion of the cost thereof by the levy of special assessments.

Voting aye were Commissioners \_\_\_\_\_  
Voting nay were Commissioners \_\_\_\_\_  
Absent and not voting were Commissioners \_\_\_\_\_

Dated this 5<sup>th</sup> day of February, 2024.

Attest:

City of Devils Lake

\_\_\_\_\_  
Spencer Halvorson, City Administrator/Auditor

\_\_\_\_\_  
Jim Moe, President of Commission

**Resolution Approving Plans and Specifications  
and Directing Advertisement for Bids for  
Street Improvement District No 79-24  
17<sup>th</sup> St SE, 16<sup>th</sup> St SE, 8<sup>th</sup> Ave SE, 10<sup>th</sup> Ave SE**

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

1. The plans and specifications and estimates of cost for improvements in Street Improvement District No 79-24 of the City of Devils Lake, heretofore prepared by the City Engineer, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in her office open to public inspection.
  
2. Proposals for the work of making the improvement in said district, according to the plans and specifications heretofore approved by this Board, shall be received by the Board of City Commissioners. Advertisement for such proposals shall be published as required by Section 40-22-19 of the North Dakota Century Code.

Voting aye were Commissioners \_\_\_\_\_  
Voting nay were Commissioners \_\_\_\_\_  
Absent and not voting were Commissioners \_\_\_\_\_

Dated this 1st day of April, 2024.

Attest:

City of Devils Lake

\_\_\_\_\_  
Spencer Halvorson, City Administrator/Auditor

\_\_\_\_\_  
Jim Moe, President of Commission

**Resolution Determining Insufficient Protests Were Filed in  
Street Improvement District No 80-24  
8<sup>th</sup> St NW, 9<sup>th</sup> St NW, 10<sup>th</sup> St NW, 11<sup>th</sup> St NW, etc**

WHEREAS, the City Auditor presented an affidavit showing publication in the official newspaper of the City of the Resolution of Necessity heretofore adopted for the improvement proposed to be made in Street Improvement District 80-24 as directed by the provisions of said Resolution which affidavit was examined, found to be satisfactory and ordered to be placed on file.

WHEREAS, the City Auditor reported that no less than 30 days having expired since the first publication of said Resolution, there were property owners liable to be specially assessed for said improvement who filed protests against the making thereof in the office of said City Auditor within the said 30 day period as provided by law but that the protests were insufficient to bar proceeding with the improvements.

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

1. Said City Commission has heretofore by Resolution determined and declared it necessary to construct an improvement in Street Improvement District 80-24 of the City of Devils Lake, improving roadways through asphalt and miscellaneous items, in connection with the above specified improvements and that said Resolution has been duly published as required by law, and that not less than 30 days have expired since the first publication thereof.
2. The opportunity having been afforded as provided by law for the property owners liable to be specially assessed for said improvement to file protests against the making thereof, and this Commission having duly met to consider all protests so filed, and being fully advised in the premises, it is hereby determined that insufficient protests were filed within the time and manner provided by law against the making of said improvement.
3. The Commission and this City are authorized to proceed with the construction of the same and to pay a portion of the cost thereof by the levy of special assessments.

Voting aye were Commissioners \_\_\_\_\_  
Voting nay were Commissioners \_\_\_\_\_  
Absent and not voting were Commissioners \_\_\_\_\_

Dated this 1<sup>st</sup> day of April, 2024.

Attest:

City of Devils Lake

\_\_\_\_\_  
Spencer Halvorson, City Administrator/Auditor

\_\_\_\_\_  
Jim Moe, President of Commission

**Resolution Approving Plans and Specifications  
and Directing Advertisement for Bids for  
Street Improvement District No 80-24  
8<sup>th</sup> St NW, 9<sup>th</sup> St NW, 10<sup>th</sup> St NW, 11<sup>th</sup> St NW, etc**

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

1. The plans and specifications and estimates of cost for improvements in Street Improvement District No 80-24 of the City of Devils Lake, heretofore prepared by the City Engineer, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in her office open to public inspection.

2. Proposals for the work of making the improvement in said district, according to the plans and specifications heretofore approved by this Board, shall be received by the Board of City Commissioners. Advertisement for such proposals shall be published as required by Section 40-22-19 of the North Dakota Century Code.

Voting aye were Commissioners \_\_\_\_\_

Voting nay were Commissioners \_\_\_\_\_

Absent and not voting were Commissioners \_\_\_\_\_

Dated this 1st day of April, 2024.

Attest:

City of Devils Lake

\_\_\_\_\_  
Spencer Halvorson, City Administrator/Auditor

\_\_\_\_\_  
Jim Moe, President of Commission





# Yunker Law

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

March 28, 2024

Devils Lake City Commissioners  
Spencer Halvorson  
P.O. Box 1048  
Devils Lake, ND 58301

**SENT VIA EMAIL ONLY**

Re: Resignation

Dear Mr. Halvorson and Devils Lake City Commissioners:

I am writing to formally tender my resignation as City Attorney, effective April 30, 2024, in accordance with the terms of our Agreement. Please consider this letter as my 30-day written notice.

To ensure a smooth transition to a new city attorney, I will work diligently with the Commission and staff to hand over files and pending items. Please let me know if there are any specific tasks or projects you would like me to focus on during the last thirty (30) days of my contract.

It has been an honor to serve the people of Devils Lake and I look forward to seeing the continued growth and development of the City. Thank you for the opportunity to serve the Commission and people of Devils Lake in this role for the past two (2) years.

Respectfully,

Jonathon (Jack) F. Yunker

JFY/alj

---



**REQUEST FOR QUALIFICATIONS**

**CITY ATTORNEY SERVICES**

**City of Devils Lake  
423 6<sup>th</sup> St NE  
Devils Lake, ND 58301**

**Date Released: April 1, 2024  
Submission Deadline: May 03, 2024**

## BACKGROUND

The City of Devils Lake invites interested law firms and individuals to submit written proposals to provide City Attorney services. As City Attorney, the selected law firm or individual will be expected to provide a wide range of legal services for the City. The City Attorney will be selected by the City Commission and will work closely with the Commission, City Administrator, and Department Heads.

The City Attorney is an appointive officer for the City of Devils Lake and will serve for a two (2) year term.

## SERVICES REQUESTED

Basic services shall include those legal services generally understood as "general counsel" work and shall include, but not be limited to the following:

- Routine legal advice, consultations with City Commissioners, City Administrator, Department Heads, and other City staff.
- Assistance in the preparation and review of Ordinances, Resolutions, Agreements, Contracts, Forms, Notices, Certificates, Deeds, Land Acquisition, Leases, Conveyances, Bonds, and other documents required to conduct City business.
- Serve as the City Prosecutor in Devils Lake Municipal Court and serve in the same capacity when criminal cases are removed to the Ramsey County District Court.
- Provide legal conclusions and analysis regarding potential criminal offenses and infractions to officers of the Devils Lake Police Department upon their request. Communicate and coordinate with officers of the Devils Lake Police Department regarding prosecution of cases.
- Legal advice and formal opinions concerning legal matters affecting the City.
- Enforcement of City Codes, zoning regulations, and building standards through administrative and judicial actions.
- Monitoring of pending and current state and federal legislation and court decisions, as appropriate.
- Coordination of outside legal counsel, as needed and as directed by the City Commission.
- Attend City Commission, Planning Commission, and other meetings as requested by City leadership

## REQUIRED PROPOSAL ELEMENTS

Describe the nature of your practice or your law firm's qualifications for providing City Attorney services. Include a professional chronology for the individual who will be designated to serve as City Attorney, as well as for others whom you anticipate being involved with providing legal services to the City.

Provide the overall capabilities, qualifications, training, and areas of expertise for each of the principals, partners, and associates of the law firm, including the length of employment for each person and his/her area of specialization.

Provide the following for the person whom you propose to designate as City Attorney and for each person you propose to designate as an associate or backup.

- Legal training and number of years of practice, including date of admission to the North Dakota Bar Association, number of years of municipal or other local public sector law practice as a full-time local government attorney and/or in a private law office specializing in local government.
- Professional affiliations.
- Knowledge of, and experience with North Dakota municipal law or other public sector experience.
- Litigation experience and demonstration of a good court track record (cite examples).
- Knowledge and practice of law relating to land use and planning, environmental law, risk management, development, general plans, real estate, and other related law.
- Experience in the area of contracts, franchises, and Joint Powers Agreements.
- Experience in the preparation and review of ordinances and resolutions.
- Types of clientele represented and years representing each.
- Office location(s) and availability to be physically present when appropriate and reasonable.

In the proposal, include three professional references for the individual designated as City Attorney.

If the firm or individual has ever been sued by cities or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information about the nature of the incident, the dates of when the matter began and was concluded, and the results of the situation.

Describe how you would structure the working relationship between the City Attorney and the City Commission, City Administrator, Department Heads, and other staff members.

Define the standard time frames for response by the City Attorney to direction and or inquiry from City personnel.

Indicate whether you or your law firm represent or have represented any client which representation may conflict with your ability to serve as City Attorney.

Indicate whether you or your law firm represent any real estate developers which could result in a conflict of interest with the City Attorney position.

## COMPENSATION

If selected as a finalist to be interviewed, a proposal from the firm or individual for compensation arrangements will be requested prior to the interview with the City Commission.

The current City Attorney provides services on a retainer basis with an hourly fee for special projects, trials, and appeals to District Court. It would be expected for the selected applicant to provide services under a similar system, however, the City Commission would be open to consider alternative payment arrangements.

## SELECTION SCHEDULE

The City of Devils Lake intends to proceed with the following tentative schedule for the selected firm or individual:

Request for Qualifications Advertised	April 18, 2024
Proposal Due Date	May 03, 2024
Review of Proposals	May 06 – May 10, 2024
Interviews, Selection, and Negotiation	May 13 - 17, 2024
City Commission Awarding of Contract	May 20, 2024

## SUBMITTAL REQUIREMENTS

Law firms or individuals interested in submitting proposals for City Attorney shall submit 12 complete copies of the proposal to:

Spencer Halvorson, City Administrator  
City of Devils Lake  
423 6<sup>th</sup> St NE  
Devils Lake, ND 58301

**Proposals must be received by 5:00pm CST on Friday, May 10, 2024. Late proposals will not be considered.**

The City Commission reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities as such would serve the best interests of the City as determined by the City Commission.

## **QUALITIES OF SUCCESSFUL APPLICANT**

In reviewing proposals, the City will carefully weigh:

- Depth of experience and breadth of expertise in the practice of law, specifically those pertinent to the operation of municipal government.
- Capability to perform legal services promptly and in a manner that permits the City Commission and staff to meet established deadlines and to operate in an effective and efficient manner.
- Demonstrated workload capacity and commitment to being a responsive and inviting team player.
- Demonstrated commitment to working collaboratively with City team members.
- Degree of availability for quick responses to inquiries that arise out of day-to-day operations.
- Ability to physically attend City Commission meetings scheduled for the first and third Monday of the month at 5:30pm as well as other special meetings as requested.
- Ability to physically attend meetings with City Commissioners and City staff upon request.
- Demonstrated sound judgement, integrity, and reliability as determined by references provided in proposal.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The City of Devils Lake is an equal opportunity employer. It is the policy of the City of Devils Lake to recruit, hire, train, and promote employees without discrimination because of race, color, religion, sex, age, creed, status of marriage or public assistance, national

origin or physical or mental handicap except where specific age, sex, or physical requirements are a bona fide occupational qualification.

Qualified veterans shall have preference for employment with the City of Devils Lake as set forth in Chapters 37-19.1 and other sections of the North Dakota Century Code.

## **CONTACT INFORMATION**

Direct all inquiries regarding the Request for Qualifications to Spencer Halvorson, City Administrator, at (701) 662-7600 ext: 222 or by email at [spencerh@dvind.com](mailto:spencerh@dvind.com).

**Agenda Item:** City Attorney Services Discussion and Direction

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**Submitted By:** Spencer Halvorson, City Administrator/Auditor

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**Staff Recommended Action:** Provide feedback and direction on how to proceed with the City Attorney's contract in advance of July 1 appointive officer term renewals

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Terms for appointive officers for the City of Devils Lake renew on July 1, 2024. The City Attorney is not a City employee (and therefore does not operate in the Civil Service system) and operates under a contract with the City.

City Administration is seeking guidance from the City Commission in how it wants to proceed with the procurement of City Attorney services for the City of Devils Lake in advance of this timeline.

There are three options for the City:

1. Continue with the current contract with no changes
  - a. Contract states only a 30 day notice of termination for both parties
2. Renegotiate with Yunker Law Firm on the terms of the existing contract
3. Release a Request for Qualifications (RFQ) for City Attorney services, effectively opening up the position to any firm or individual interested in the position

Attachments

- Contract with Yunker Law Firm
- City Code on Appointive Officers and City Attorney Position



## LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of July, 2022, by in between the City of Devils Lake, a municipal corporation, which has an address of P.O. Box 1048, Devils Lake, ND 58301, party of the first part referred to herein as “the City,” and Yunker Law, PC, which has an address of 424 5th St NE – P.O. Box 152, Devils Lake, ND 58301, party of the second part referred to herein as “Attorney.”

It is hereby agreed by between the parties as follows:


1. The ordinances of the City provide that the Mayor with the approval of the City Commission is to appoint various officers of the City which include the City Attorney. Duties of the City Attorney are set out in Section 2.12.050 of the City Code.
2. The City desires to appoint Attorney as its City Attorney and Attorney is agreeable to appointment as the City Attorney. This appointment is subject to the terms and provisions set out in this agreement.
3. The city ~~of~~ agrees to pay the Attorney a monthly retainer to be set on an annual basis by the Devils Lake City Commission. This yearly salary is \$100,000.00 which is a monthly retainer amount of \$8,333.33. This retainer is intended to cover the following legal services:
  - a. general advice of the Attorney given by phone e-mail or letter;
  - b. review of contracts or agreements and provide opinions or comments whether by phone e-mail or letter;
  - c. attending meetings of the City Commission;
  - d. attending meetings of the Planning Commission;

- e. attending meetings of other boards or committees of the City, when requested;
  - f. the drafting of ordinances;
  - g. the drafting of resolutions;
  - h. the drafting of agreements;
  - i. the drafting of deeds;
  - j. the drafting of other miscellaneous documents;
  - k. providing opinions whether written oral or by e-mail;
  - l. prosecution of all municipal and district court criminal matters involving the city of Devils Lake; and
  - m. any other legal services agreed upon between the parties.
4. The following legal services are not included in the retainer:
- a. any legal services which would be considered a “special project.” A matter that would be a “special project” is one that would involve extra time on the part of the Attorney.
5. Any legal services provided by the Attorney and not included in the retainer in this agreement will be at a reduced rate which will be the billing rate of \$200 per hour for attorney’s and \$150 per hour for paralegals.
6. The Attorney agrees to provide the City with monthly Billings for services rendered by the Attorney and on behalf of the City which are not included in the retainer. The billings will be itemized. It is the anticipation of the attorney that the billings will be paid on a timely basis

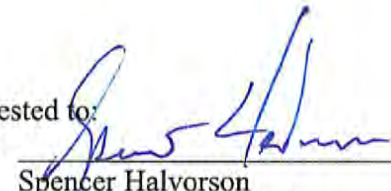
7. It is understood and agreed that if Attorney is unable to attend to the legal matters on behalf of the City he may contract with another attorney or law firm to provide those services, which must be approved by the City.
8. The Attorney does not guarantee that all efforts on behalf of the City will be successful however the Attorney does agree to use his best efforts in obtaining results on behalf of the City.
9. This agreement may be terminated by either party providing thirty (30) days written notice to the other.
10. This agreement constitutes the entire agreement made and entered into between these parties. Any term or provision not included in this agreement is a term or provision which has not been agreed to between these parties.
11. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or authorized representative of each party.
12. The parties agree that time is of the essence and the performance of each and every term and provision of this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

**CITY OF DEVILS LAKE**

By:   
Jim Moe  
Its: President, Devils Lake City Commission

Attested to:

By:  \_\_\_\_\_  
Spencer Halvorson

Its: City Administrator/Auditor

**YUNKER LAW, PC**

By:  \_\_\_\_\_  
Jonathon F. Yunker

Its: President

## Chapter 2.12 - APPOINTIVE OFFICERS\*

### Sections:

#### 2.12.010 - Appointive officers—Right to dispense with offices.

A. At the first meeting after the qualification of its members, or as soon thereafter as possible, the board of city commissioners shall appoint the following officers:

1. City attorney;
2. City auditor;
3. City assessor;
4. Chief of police;
5. City engineer;
6. Fire chief.

B. In addition, the governing body may appoint such other officers it may deem necessary, or may, by a majority vote, dispense with any appointive office, and provide that the duties thereof shall be performed by other officers or boards, by the board of city commissioners, or by a committee or committees thereof.

(Ord. 878 (part), 2008; Ord. 747 (part), 1990)

#### 2.12.020 - Term of appointive officers.

The term of all appointive officers shall begin on July 1st, after the regular election of city commissioners and shall continue for a term of two years until their successors have been appointed and qualified. Any person appointed to fill a vacancy shall hold the office for the unexpired term unless appointed as an "acting" officer. An acting officer shall serve at the pleasure of the governing body. Before entering upon the duties of their office, appointed officers shall take oath and give the bond required by law.

(Ord. 878 (part), 2008; Ord. 747 (part), 1990)

#### 2.12.030 - Postponement of appointments.

The commission may, upon the concurrence of two-thirds of the commissioners present, postpone action on such appointments, or any of them, to a special session of the commission to be held not later than one week from the date of such adjournment.

(Ord. 747 (part), 1990)

2.12.040 - Appointive officers—Removal upon hearing—Suspension of appointment—Removal of temporary officer.

Any person appointed to any office may be removed by a majority vote of all the members of the board of city commissioners, but no officer shall be removed except for cause and unless charges are preferred, and the person is accorded an opportunity to be heard. Within ten days after charges are filed against any such person in the office of the city auditor, the board shall proceed to hear and determine the case upon its merits. The president of the board of city commissioners, or the board, by a majority vote of its members, may suspend any officer against whom charges have been preferred until the disposition of the charges. The president may appoint a person to fill any vacancy temporarily until charges against the incumbent of such office have been disposed of. Any person appointed by the president without confirmation may be removed when the president deems it is for the best interests of the city.

(Ord. 747 (part), 1990)

2.12.050 - General duties of city attorney.

The city attorney shall conduct all the law business of the city and of the departments thereof, and all law business in which the city shall be interested; and shall furnish written opinions when requested by the city commission, or any other department. It shall also be the city attorney's duty to draft all ordinances, bonds, contracts, leases, conveyances and such other instruments as may be required by the officers of the city; to examine and inspect tax and assessment rolls and all other proceedings in reference to the levying and collection of taxes and to perform each and every and all duties and things prescribed to do by statutes of the state, or by an ordinance, resolution or proper instruction of the city commission.

(Ord. 747 (part), 1990)

2.12.060 - General duties of other appointive officers.

All other appointive officers shall perform such duties as directed by the board of city commissioners, these ordinances, or directed or authorized by the laws of the state of North Dakota.

(Ord. 747 (part), 1990)

2.12.070 - Bonds of municipal officers and employees.

A. The following officers and employees of the city shall be bonded in the sums as hereinafter set forth:

1. President of the city commission;
2. City auditor-finance officer;
3. City commissioners;

4. Deputy city auditor;
5. Municipal judge;
6. Police officers;
7. City assessor;
8. City engineer.

B. Said officers or employees shall be bonded from the State Bonding Fund in accordance with the provisions of Chapter 26-23 of the North Dakota Century Code and in such amounts as are set by the laws of the state of North Dakota, the board of city commissioners, or the commissioner of insurance.

(Ord. 747 (part), 1990)

#### 2.12.080 - Oaths of municipal officers.

Every person appointed to any municipal office, before entering upon the discharge of the duties thereof, shall take and subscribe the oath of office prescribed for civil officers and, except in the case of the city auditor, shall file the same with the city auditor within ten days after notice of election or appointment has been given. The oath of the city auditor shall be filed in the office of the county auditor. In addition, each commissioner shall take an oath that they are not under any direct or indirect obligation to appoint or elect any persons to the office of policeman, fireman, or any other office, position or appointment under the city government.

(Ord. 747 (part), 1990)

#### 2.12.090 - Salaries of city officials and appointive officers.

Salaries of city officials and appointive officers, except as otherwise provided by law, shall be in such sums and amounts as may be, by resolution of the governing body, fixed from time to time.

(Ord. 747 (part), 1990)

**Agenda Item:** Air Rescue Fire Fighting Mission – City of Devils Lake and Devils Lake Regional Airport

**Submitted By:** Spencer Halvorson, City Administrator/Auditor  
Nathan Bennette, Fire Chief

**Staff Recommended Action:** Provide feedback and direction on the information provided related to the City's efforts to assume the ARFF mission at the Devils Lake Regional Airport

There have been conversations occurring over the past year regarding the Air Rescue and Fire Fighting (ARFF) mission at the Devils Lake Regional Airport. Due to staffing challenges, certifications, and workload there have been efforts to see if the City's Fire Department would be able to take over the mission and the responsibilities associated with it. If there is a desire to see the City's Fire Department assume these responsibilities, the paths forward identified are the following:

1. Keep the Status Quo
2. Cover the mission with Existing Fire Department Personnel while reducing 1 FTE at the Airport
3. Cover the mission by adding an FTE to the Fire Department and reducing an FTE at the Airport.

Regardless of the direction the Commission wishes to take, if the City were to take over the ARFF mission, the following trainings and equipment need to be accounted for:

#### CONTINUAL COSTS

EMR Continual Education		700/yr
SCBA's (2 units and 2 tanks)	\$20,000 (Purchase in 2027)	\$6,666/yr for next 3 years

There is a chance that the Airport may be able to help us with grant funding from the FAA for the SCBA's.

#### ONE TIME STARTUP COSTS

ARFF Certification Training (onsite)	\$ 20,000
EMR Certification	\$ 1,600
SIRN Radios	\$ 3,500
<b>TOTAL =</b>	<b>\$25,100</b>



It is proposed that in negotiating with the Airport Authority, a \$25,000 commitment from them to help cover start up costs be included as part of the transition.

**COVER THE MISSION WITH EXISTING FIRE DEPARTMENT PERSONNEL**

Chief Bennett has attached a draft of a potential staff schedule should the City Commission choose to go in this direction. This would involve not physically staffing the fire station from 12am – 5am weekdays and 8pm to 8am on weekends.

Physical coverage of the flights, monthly/quarterly inspections, and routine training would entail 35 hours a week of responsibility. With such an adjustment to shifts and coverage, this would free up 49 working hours, with the additional 14 being used for further commercial inspections, pre-planning, and hydrant flow testing– both responsibilities the Fire Department has communicated they would like to enhance and expand upon.

It has been asserted that not physically staffing the station would negatively impact the City's Public Protection Classification and therefore our ISO rating. The City's current ISO rating is a 3 with a total of 73 points (see attached for further information on ISO criteria). After conversations with representatives from Verisk Analytics, the company that conducts the PPC assessments in North Dakota, full time staffing of the fire station or lack thereof could potentially impact anywhere from 2-5 points. An ISO rating in the 60's is a 4.

Local insurance companies have been polled as to what the impact on insurance premiums would be on a property if the ISO rating were moved from a 3 to a 4. Every insurance company is different, but feedback has ranged from an impact of 1% on the premium to \$40 on a \$250,000 residential property.

ISO Ratings and overnight staffing in comparable North Dakota communities are depicted below:

<b>Town</b>	<b>ISO Rating</b>	<b>24/7 Physical Staffing</b>
Williston	2	Yes
Dickinson	3	Yes
Mandan	3	Yes
Jamestown	3	No
<b>Devils Lake</b>	<b>3</b>	<b>Yes</b>
Valley City	4	No
Wahpeton	4	No
Watford City	5	No
Horace	5	No
Grafton	5	No

Calls for service between the hours of 12am – 5am weekdays and 8pm – 8am weekends are as follows:

DATA: 2001 to 2023

	Total Calls	% of Total Calls
100's (Fires)	924	19.6%
200's (Explosions)	12	0.3%
300's (Rescue/EMS)	864	18.3%
400's (Hazmat)	525	11.1%
500's (Service Calls)	444	9.4%
600's (Good Intent)	599	12.7%
700's (False Calls/Alarms)	1303	27.6%
800's (Severe Weather)	2	0.0%
900's (Special Incident)	44	0.9%
<b>TOTAL:</b>	<b>4,717</b>	<b>100.0%</b>

From data provided by the Fire Department, 9.4% of calls for service M-F occur between 12am and 5am. 32% of all calls for service would be between 12am-5am weekday and the 48 hours on the weekend. The full 48 hours on the weekend are included as Fire Department personnel would be physically at the airport during the entirety of their 12-hour weekend shift.

**COVER THE MISSION BY ADDING AN FTE TO THE FIRE DEPARTMENT AND REDUCING AN FTE AT THE AIRPORT**

This would involve a change in shift schedule from the current 24/72 to a 24/12/72 (attached). If this option is pursued, the 24/12/72 was a preference amongst Fire Department personnel compared to a 12/24/72 schedule.

In the effort to properly stress test the feasibility from a personnel standpoint, a new FTE could be hired anywhere from an 8A to a 10N on the grade and step scale. The new position is assumed to be hired at a 9H – halfway between the two with a full family health insurance plan. The numbers are also based on a fresh year after a 3% COLA for 2025 (reflecting what was done in 2024).

	JAN GRADE/STEP	JAN 2024 SALARY	x 6 MONTHS	JULY GRADE/STEP	JULY 2024 SALARY	x 6 MONTHS	2024 TOTAL	3% Increase
Lieutenant	9H	\$ 4,845	\$ 29,070	9I	\$ 4,942	\$ 29,652	\$ 58,722	\$ 60,483.66
Fire Chief	17G	\$ 7,570	\$ 45,420	17H	\$ 7,721	\$ 46,326	\$ 91,746	\$ 94,498.38
Fireman I	8D	\$ 4,140	\$ 24,840	8E	\$ 4,264	\$ 25,584	\$ 50,424	\$ 51,936.72
Senior Captain	12N	\$ 6,497	\$ 38,982	12O	\$ 6,627	\$ 39,762	\$ 78,744	\$ 81,106.32
Lieutenant	9C	\$ 4,220	\$ 25,320	9D	\$ 4,389	\$ 26,334	\$ 51,654	\$ 53,203.62
Lieutenant	9H	\$ 4,845	\$ 29,070	9I	\$ 4,942	\$ 29,652	\$ 58,722	\$ 60,483.66
Assistant Chief	15I	\$ 7,008	\$ 42,048	15J	\$ 7,148	\$ 42,888	\$ 84,936	\$ 87,484.08
<b>Fire Total</b>		<b>\$ 39,125</b>	<b>\$ 234,750</b>		<b>\$ 40,033</b>	<b>\$ 240,198</b>	<b>\$ 474,948</b>	<b>\$ 489,196.44</b>

	2025 Budget (3% Increase)	Proposal	Increase
Salaries	\$ 427,204.86	\$ 489,196.44	\$ 61,991.58
FICA (6.2%)	\$ 26,486.70	\$ 30,330.18	\$ 3,843.48
Medicare (1.45%)	\$ 6,194.47	\$ 7,093.35	\$ 898.88
Retirement (10.07%)	\$ 43,019.53	\$ 49,262.08	\$ 6,242.55
Health Insurance	\$ 106,351.62	\$ 128,105.22	\$ 21,753.60
Vacation (100%) & Sick (25%) Accrual		\$ 3,368.00	\$ 3,368.00
Overtime Budget	\$ -	\$ 7,100.00	\$ 7,100.00
	<b>\$ 609,257.18</b>	<b>\$ 714,455.27</b>	<b>\$ 105,198.09</b>

City Contributions to Airport	
2025 City Mill to Airport (7.5%)	\$ 89,031.50
Lot Fees Total to Airport from Gen Fund	\$ 20,833.00
	<b>\$ 109,864.50</b>

It would be reasonable to assert that the ARFF mission is a 30 hour/week responsibility for the City's Fire Department. In adding an additional FTE (40 hr equivalent) and the mission taking 30hr, the City should ask the Airport Authority to contribute through reduced revenue contributions from the City 75% for the additional employee. If the new employee were hired at a 9H with a full family health insurance plan, the City should seek to reduce its general fund contributions to the airport by \$78,900.

Doing so would then leave an additional \$26,300 responsibility the City would need to pick up and pay for with general fund dollars.

City Contributions to Airport (2025 Projected)	\$ 105,198.09
<u>75% (Covered by reduction in expenses)</u>	<u>\$ 78,898.57</u>
<b>Remaining long term City obligation</b>	<b>\$ 26,299.52</b>
<u>Additional Responsibility if Airport cannot pickup SCBA's</u>	<u>\$ 6,666.00</u>
<b>Total Potential Additional Obligation</b>	<b>\$ 32,965.52</b>

With the addition personnel time left over after executing the ARFF mission the Fire Department would pursue increased hydrant flow testing, commercial inspection, and preplanning operations.

#### ATTACHMENTS

- ISO Rating Materials
- Fire Department Overview





# Devils Lake Fire Department

621 N College Dr  
Devils Lake, ND 58301

Phone: 701-662-3913 Fax: 701-662-8123

Chief

Nate Bennett

Asst. Chief

Cory Meyer

## ARFF Mission Proposal

### **Fire Department Personnel:**

Fire department salaries and the number of personnel will play a huge role in determining if the department can take over the ARFF mission. With the current employees the fire department has, it would require overtime and limiting personnels time off between shifts. With an extra full-time position in the fire department, we would be able to limit the overtime hours and still manage to cover all the flights for the ARFF mission. The schedule that we recommend running will allow us to utilize the 12-hour shift person to spread the hours out, so they are able to cover the flights. In the Administrator's report on the salaries, there is a breakdown of the different costs per schedule.

If the Fire Department got another person, it would allow us to cut down on overtime while also maintaining our current coverage, which will help us keep our ISO rating (3). Running the 12/24/48 shift with the current personnel would cause more over time and straight pay expenses and it is cheaper to run the 24/12/72. The day shift schedule could be ran with the current personnel, however, it leaves our community with periods of time where they could be delayed response times.

### **Training:**

The ARFF mission at the airport will require the fire department to have several different levels of training and follow that up with continuing education training for several different topics. These do not include the 13 topics required by the FAA. As the fire department prepares to transition into the ARFF mission, training of personnel must be looked at to make sure all personnel are certified and able to operate within the scope of the ARFF mission. Following the FAA regulations, the Advisory Circular (AC) training must be done monthly. The other training that will be required is for airport specific training that is an addition to the ARFF mission like writing NOTUMs, doing runway checks, and airport communications, like talking to pilots.

The fire department also must provide training for the refuelers and the commercial tenants at the airport. The training that must be provided to the tenant is fire extinguisher training and fire codes training. This training will become an annual training course that will help them keep up on their requirements.

I have highlighted in blue the training that is for personnel that are getting their initial training. The initial training is a one-time cost if the personnel keep their continuing education

Brandon Exner  
Sr. Captain

Jeremy Beck  
Lieutenant

Dustin Dimmler  
Lieutenant

Anthony Harris  
Lieutenant





# Devils Lake Fire Department

621 N College Dr  
Devils Lake, ND 58301

Phone: 701-662-3913 Fax: 701-662-8123

Chief

Nate Bennett

Asst. Chief

Cory Meyer

training up annually. The courses highlighted in red are our courses the department will need to provide to the tenants of the airport annually.

Training Courses	Hours	Cost
ARFF Certification Training	40	\$15000 if hosted \$1500 Per person over 10
Live Burn	4	\$5000
Full Scale Exercise (3 years)	4	
EMR Certification	60	\$1600
EMR continuing Ed	16	\$8.75 Per hour
Advisory Circular Training	26	
Night Ops	12	
Fire Extinguisher Training	2	
Code training	1	

It was recommended, by the FAA, that the fire department redo the initial 40-hour ARFF course to clean up all the paperwork and start fresh. The cost of this course, if we had the person come to Devils Lake to put the class on, would cost \$15,000.00. There is another option to having the initial 40 hours here in town, however, it will require the fire department to send personnel to Minneapolis and to Williston for the initial course. Sending personnel to the two different locations is going to cost the fire department \$18,271.50 in total. The cost would include the course, travel, per-diem, and lodging. The cost for sending four personnel to Williston is \$9,786.00 and the cost of sending three personnel to Minneapolis is \$8,485.50. The cost of having the initial course brought to Devils Lake is cheaper and would also ensure all personnel are on the same page for re-certification times.

## Inspections:

Inspections at the airport, in the past, have been done by the personnel doing the ARFF mission with the fire department being the Authority Having Jurisdiction (AHJ). Having been something that was done in the past the fire department has not changed that. However, the fire department has become more involved in the process and has been helping to make the final decision on different things pertaining to the fire codes and the enforcement of them. If the fire department takes over the ARFF mission we would also take over the quarterly inspections. Listed below in the table are the type of inspections that would be required, the number of those types of inspections, and the frequency of those inspections. The inspection reports must be submitted to the FAA every Quarter.

Brandon Exner  
Sr. Captain

Jeremy Beck  
Lieutenant

Dustin Dimmler  
Lieutenant

Anthony Harris  
Lieutenant





# Devils Lake Fire Department

621 N College Dr  
Devils Lake, ND 58301

Phone: 701-662-3913 Fax: 701-662-8123

Chief

Nate Bennett

Asst. Chief

Cory Meyer

Inspection Type	Quantity	Frequency
Structures	14	Quarterly
Private Fuel Farms	2	Quarterly
Commercial Mobile Refuelers	2	Quarterly
Commercial Refueling Islands	2	Quarterly

After talking to the FAA's airport certification person, he informed me that the inspections are less of a quarterly thing and more of every three months. Meaning if there is an inspection done in February it has to be done again in May. This means the fire department is going to have to make sure that we look at when the last ones are done and try to schedule them, so they land around the same time every year. Scheduling them for around the same time every year will help the fire department ensure nothing gets missed. Curt, who is the FAA certification person has sent us a couple of the forms they operate from to help us get our forms started. These inspections can be done through our First Due software, which will help with the record keeping of the inspections.

### Schedule:

The schedule the fire department has found to work the best for the personnel and the fire department is 24 hours on, 12 hours on, 72 hours off. This schedule would be worked between five shift personnel. The reason the fire department would like to go with this schedule and number of personnel is to allow the department to cut back on overtime costs which are represented in the salaries portion of the Administrators report. This shift does not eliminate overtime, but it allows the department to keep scheduled overtime below \$10,000.00 Dollars.

The 24/12/72 allows the fire department to spread out the 12-hour shift. Meaning the person working the 12-hour shift can split their time that day to ensure that the flights are covered. If the schedule for the flights changes it may require them to cover a flight or two that is not during normal business hours. Splitting the 12-hour shift will require more administrative oversight as the person covering the flights would also come and help with fire department duties when they are not covering the flights. This will help to get more inspections, hydrant flow testing, maintenance, and trainings scheduled and completed. The 24-hour shift person will be responsible for the daily duties that are scheduled for that day, like commercial inspections, setting up training for department personnel, maintenance of equipment and facilities, or hydrant flow testing.

Brandon Exner  
Sr. Captain

Jeremy Beck  
Lieutenant

Dustin Dimmler  
Lieutenant

Anthony Harris  
Lieutenant





# Devils Lake Fire Department

621 N College Dr  
Devils Lake, ND 58301

Phone: 701-662-3913 Fax: 701-662-8123

Chief

Nate Bennett

Asst. Chief

Cory Meyer

The 12/24/48, schedule is going to cost more in overtime and straight pay than hiring another person to help with the new duties. This shift would also limit the time off for personnel. This could lead to burnout and has the potential for more turnover in the Fire Department. The Fire Department has a long history of retaining paid personnel and having a deep pool of institutional knowledge that new personnel and volunteers can draw from when they join the Fire Department, to lose that because of burnout would be a deterrent to not only the Fire Department but also the City of Devils Lake.

The day shift appears to be the most cost-effective way for the Fire Department to take over the ARFF mission. However, there are some major concerns that come along with switching to this type of coverage. The day shift schedule will delay response times to incidents and could delay rescue operations during critical times during fires. It also has the potential to lower our ISO rating from a 3 to a 4, causing property insurance to go up. Each insurance company would be impacted differently, some might not be affected at all, while others could see an increase in property insurance. One of the insurance people I talked to said they would see about a 4% increase in private homeowner policies and 5% on commercial property policies. With the schedule the Fire Department would have to run to ensure coverage for the flights at the airport and potential flight hour changes, the uncovered hours would be from Midnight to 5:00am during the week. The weekends personnel would cover flights and be required to fill their hours at the Airport with training to ensure all the training hours are covered that are required by FAA. This would again leave the Station unmanned by paid personnel and delay response times to the citizens of Devils Lake. While researching this shift we pulled data from 2001 to the end of 2023, the numbers below reflect the call data from that time frame. The first table will show the hours of day we have calls, the days of the week, and the percentages of calls on those days.

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HOUR	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	TOTAL
0:00	19	16	12	16	18	8	19	108
1:00	6	9	7	16	15	10	24	87
2:00	11	15	11	12	10	11	16	86
3:00	13	14	12	10	13	18	13	93
4:00	7	9	9	8	9	11	14	67
5:00	10	10	6	18	15	12	11	82
6:00	11	19	11	14	12	21	24	112
7:00	10	24	26	18	29	21	17	145
8:00	23	33	31	45	25	40	25	222
9:00	20	43	25	32	39	35	29	223
10:00	23	32	37	32	40	52	33	249
11:00	25	43	40	51	43	50	44	296
12:00	26	37	37	25	34	34	34	227
13:00	28	33	45	43	33	34	34	250
14:00	21	58	40	54	47	40	33	293
15:00	26	51	43	39	35	42	31	267
16:00	40	57	54	47	42	48	45	333
17:00	43	45	51	41	35	49	39	303
18:00	39	46	49	42	56	37	38	307
19:00	33	37	33	37	34	24	39	237
20:00	24	27	38	29	36	35	41	230
21:00	34	23	23	27	24	26	25	182
22:00	22	28	27	27	25	24	39	192
23:00	12	13	20	20	21	26	13	125
<b>Count of Incidents</b>	<b>526</b>	<b>722</b>	<b>687</b>	<b>703</b>	<b>690</b>	<b>708</b>	<b>680</b>	<b>4716</b>
<b>Percentage per day</b>	<b>11%</b>	<b>15%</b>	<b>15%</b>	<b>15%</b>	<b>15%</b>	<b>15%</b>	<b>14%</b>	

The next two tables will be a breakdown of the calls during the times that we were asked to put into this study, covering from 5:00am – 12:00am and 8:00am – 5:00pm Monday through Friday. The first table is the shift the Fire Department will have to run to ensure coverage if the flights change. The second is a table that represents the shift that could be run if the flights were to never change. The problem with these shifts is that 49% of all fatalities from residential house fires happen between 11:00pm to 7:00am, this data was pulled from the FEMA website. During most of that time frame, we would have delayed response times. With safe evacuation times now at 3 minutes, delayed response times could cause the department to miss rescues that they would otherwise be there for. The Devils Lake Fire Department currently sits in the 90 – 95% in the nation for response times to call. Delayed response times will drop the department down to the 80% range.

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Chief

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5:00am - 12:00am		
Calls during work hours	3211	68%
Off duty	1505	32%

8:00am - 5:00pm		
Calls during work hours	2041	43%
Off duty	2675	57%

## Maintenance:

With all missions that require equipment there are maintenance costs. The table below shows the equipment, number of items, and the frequency of testing that is required for each of these items. The annual testing for most of these items can be done by fire department personnel. However, some of the testing like the five-year hydro testing for the SCBA bottles must be outsourced. The outsourcing of the bottle testing will be a cost that has to be taken into consideration when looking at the possibility of transferring the ARFF mission. Radios when switching to the siren radios will be another cost to consider. We have a good plan moving forward for bunker gear in our current equipment replacement plan. With our firefighters taking over the ARFF mission and already having bunker gear that is an expense that should no longer be required.

Equipment	Quantity	Frequency
ARFF Truck <ul style="list-style-type: none"> <li>• Pump</li> <li>• Foam</li> </ul>	1	Yearly
SCBAs	2 – SCBA Packs with bottles 2 – Extra Bottles	Yearly for packs Every 5 Years for Bottles
Bunker gear	6	Every 10 years
Hoses	250'	Tested Yearly
Radios	1- Portable 1- Siren Mobile 1- Airport Radio	Replace for Siren Radio.

## Administrative:

All the paperwork for the ARFF mission will become the responsibility of the fire department. An example of this paperwork would be the Air Carrier Flight logs. The flight logs will require fire department personnel to mark down the date of the flight, time they arrived before the flight arrived, who covered the flight, and the time when they left after the flight departed the airport. The flight log is something that will have to be submitted to the FAA monthly. Other administrative tasks that will be required by the fire department Chief and Assistant Chief will be setting policies and procedures for the ARFF personnel. The administrative tasks will be split between the Chief and Assistant Chief to ensure we get as much covered as possible. Creating new procedures is going to take time and effort on behalf of the Chief and Assistant Chief. On

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top of the policies there will be scheduling issues as people call in sick and take vacation. Training personnel for this new mission is going to be a time-consuming task as we must ensure everything is documented and recorded for the FAA. There are monthly training courses that will be required of the personnel working the ARFF mission not only during the day but there are also night operations which can be a scheduling nightmare. The schedule is set, for the fire department, by the Assistant Chief. The Assistant Chief is also responsible for several other areas of the fire department. For example, overseeing emergency operations and helping write and implement standard operating guidelines (SOG) and standard operating procedures (SOP). By taking over the ARFF mission at the airport the Assistant Chief will be tasked with building the SOGs and SOPs for the personnel to follow while operating within the ARFF mission. Both the Chief and Assistant Chief will help fill in when there are vacations and sick leave to make sure there is coverage for the flights. With that and the added responsibility of helping figure out policies it is recommended the Assistant Chief get moved from a 13-N to a 15-I. The Assistant Chiefs responsibilities, with taking over the ARFF mission, are going to increase. Building this report, the wages for the Assistant Chief have been factored in already.

## **In Closing:**

After being asked to put together a proposal to take over the ARFF mission at the airport, the Fire Department would support two of the three options.

One, we do not take over the ARFF mission because it's too-cost prohibitive and could lead to schedules that would diminish our ability to respond to the general public in their time of need. Some of the potential schedule changes would also hinder us from completing our future goals of preventing fires through our inspections program, pre-planning, and community outreach.

Two, the Fire Department moves to a 24/12/72 shift, adds one extra position to the schedule, maintains the current coverage for the City of Devils Lake, and potentially retains the ISO rating of 3. This option will allow the Fire Department to help the airport retain its flights, complete more commercial inspections, create new and enhance current pre-plans, complete more hydrant flow testing, and continue to improve our community outreach efforts with school tours, station tours, and public education.

In the spirit of keeping the commercial flights coming to the Devils Lake community. The Fire Department would recommend option two allowing us to do the greatest amount of good for our community and the airport. The Fire Department taking over the ARFF mission will put certified firefighters in a position to protect and serve the people flying in and out of Devils Lake airport.

Brandon Exner  
Sr. Captain

Jeremy Beck  
Lieutenant

Dustin Dimmler  
Lieutenant

Anthony Harris  
Lieutenant

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**1-Apr-24**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
<b>AIRPORT</b>	
Bergstrom Electric	\$13,831.16
Capital One Trade Credit-Mac's	\$126.53
Dakota Implement-NAPA	\$5.31
Dennis Olson	\$144.00
Gleason Construction	\$338,721.25
Mead & Hunt	\$25,128.68
Newby's Ace Hardware	\$33.99
Rodger Haugen	\$144.00
Scott Cruse	\$261.90
Steve Herrick	\$297.00
<b>CITY</b>	
Allstate Peterbilt	\$213.55
Amazon Capital Services	\$1,141.93
Butler Machinery	\$31.95
Capital One-Walmart	\$437.68
Capital One Trade Credit-Mac's	\$308.55
CNH Industrial Accounts-High Plains Equipment	\$154.78
CNH Industrial Retail Accounts-Titan Machinery	\$5,589.26
Corporate Technologies	\$3,735.00
Dakota Implement-NAPA	\$3,911.63
Decorates Wearables	\$65.50
Devils Lake Cars	\$176.71
DL Chamber of Commerce/Tourism	\$40,751.34
DL Park Board	\$41,249.45
Dominic Baker	\$25.00
Dustin Willey	\$436.60
Ecolab	\$361.62

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**1-Apr-24**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
Galls	\$93.87
Gessner Iron Works	\$20.36
hach	\$189.40
Hawkins	\$7,241.66
lhry Insurance	\$91,005.00
Interstate Billing Service-Ironhide Equipment	\$283.05
James Moe	\$75.00
Jayson Duciaume	\$68.00
JB Vending	\$166.94
John Deere Financial	\$37,537.90
Keller's Briteway	\$22.00
KLJ Engineering	\$22,654.54
KLM Engineering	\$3,900.00
Lake Region E-911 Authority	\$31,629.60
Lake Region Heritage Center	\$13,239.50
Lisa Grafsgaard	\$879.08
Marty Foote	\$1,127.29
Mid-Land Excavating	\$1,160.00
Nathan Bennett	\$450.00
ND Dept of Enviromental Quality	\$165.00
Newby's Ace Hardware	\$180.13
ND Post Board	\$115.00
ND Dept of Transportation	\$450.10
Ottertail Power Co.	\$20,918.54
Prairie Truck & Tractor Repair	\$108.80
Quadient Leasing	\$333.39
Quill	\$187.73
Ramsey County Highway Dept	\$6,547.20
Robert Johnson	\$75.00
Safe Alternatives for Abused Families	\$8,222.00
Samuelson Welding Service	\$150.00



**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**1-Apr-24**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
Scott Bachmeier	\$68.00
Schwa Wholesale	\$79.10
Spencer Halvorson	\$525.00
Sue Schwab	\$262.99
Tanya Weiler	\$1,000.00
Thompson's DL Glass & Pint	\$375.00
Tractor Supply Credit Plan	\$366.92
USPS	\$100.00
Usable Life	\$604.14
<b>TOTAL LIST OF BILLS</b>	<b>\$729,861.60</b>