



**Monday, June 2, 2025**  
**5:30PM CST**

## **Jobs Development Authority Meeting Agenda**

**Devils Lake City Hall Commission Chambers**  
**423 6<sup>th</sup> St NE, Devils Lake, 58301**

### **Meeting Items**

- 1) Call to Order
- 2) Approval of Minutes – April 7, 2025
- 3) Contract with Gleason Companies and Gleason Construction – North Dakota Housing Incentive Fund Single Family Housing Pilot Program
- 4) Approval of List of Bills for Jobs Development Authority
- 5) Small Business Revolving Loan Fund Policy
- 6) Façade Loan Policy
- 7) Pace Loan Interest Buydown Policy
- 8) Flex-Pace Loan Interest Buydown Policy
- 9) Mobile Career Exploration Lab Funding Commitment Request
- 10) Façade Loan – Lotta's and The Ye' Old Tavern

### **Informational**

- 1) Head over Heals Small Business Revolving Loan Update Memo

## **City Commission Meeting Agenda**

**Devils Lake City Hall Commission Chambers**  
**423 6<sup>th</sup> St NE, Devils Lake, 58301**

### **Meeting Items**

- 1) Call to Order
- 2) Approval of Minutes – May 19, 2025

### **Awards and Proclamations**

- 1) Years of Service – Dustin Willey – 10 Years
- 2) Years of Service – Sam Hanson – 20 Years

**Public Hearings – 5:30 PM**

**Bid Openings – 5:30 PM**

**Visitors or Delegations**

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

**Commission Portfolios****Old Business**

- 1) Update on Sales Tax Initiative and Police Department Relocation Strategy

**Consent Agenda****New Business**

- 1) Line of Credit from City to Jobs Development Authority for Housing Incentive Fund Project - \$1,800,000 @ 4% Interest
- 2) Parade Permit – 4th of July Parade
- 3) Approval of Temporary Construction Easement
- 4) Amendment to Cost Participation Agreement with NDDOT – 14<sup>th</sup> Street & 14<sup>th</sup> Avenue Project
- 5) Contract Renewal – The Village Employee Assistance Program

**Citizen Comment****Informational Items****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.*

**MEETING MINUTES OF THE JOBS DEVELOPMENT AUTHORITY  
OF THE CITY OF DEVILS LAKE, ND  
APRIL 07, 2025**

The regular meeting of the Devils Lake Jobs Development Authority was held on April 07, 2025 with the following members present: Jim Moe, Jason Pierce, Joe Knowski, Lisa Uhlenkamp, and Rob Hach.

**MEETING ITEMS**

1) Approval of Minutes – March 03, 2025

Commissioner Uhlenkamp made a motion to approve the meeting minutes from the March 03 2025 meeting of the Jobs Development Authority. Commissioner Pierce seconded the motion, and the motion was carried unanimously.

2) Release of Funds – Dockside Family Entertainment Center

Christy Remmick and Dennis Nybo with the Park District gave an update on the operation at the Dockside Family Entertainment Center. Ms. Remmick said they are approaching their one-year anniversary. She said things are going very well and that reservations and memberships are higher than originally anticipated. She said there have been a lot of community events held there and the multi-purpose room is heavily used for birthday parties.

Commissioner Pierce made a motion to release the \$25,000 for sponsorship of the meeting room. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously on a roll call vote.

3) Façade Loan – Old Spirit & Sushi

Commissioner Hach made a motion to approve the \$10,000 Façade Loan to Old Spirit & Sushi. Commissioner Pierce seconded the motion, and the motion was approved unanimously on a roll call vote.

4) Small Business Revolving Loan Fund – Maid Right Cleaning, LLC

Brady Ash with Forward Devils Lake said the owner of Maid Right Cleaning, LLC is looking to expand her business with investments in equipment and personnel. The City Administrator said the Forward Devils Lake Board of Directors recommended a \$10,000 Small Business Revolving Loan at 0% interest over 36 months. Commissioner Pierce made a motion to approve the small business revolving loan. Commissioner Uhlenkamp seconded the motion and the motion was approved unanimously on a roll call vote.

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**SPENCER HALVORSON**  
**CITY ADMINISTRATOR/AUDITOR**

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**JIM MOE**  
**PRESIDENT OF JOBS DEV. AUTHORITY**



**Agenda Item:** Contract with Gleason Companies and Gleason Construction – North Dakota Housing Incentive Fund Single Family Housing Pilot Program

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

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**Staff Recommended Action:** Approve the contract with Gleason Companies for the construction of four slab-on-grade, 3-bedroom – 2-bathroom single family homes along 16<sup>th</sup> Street SE as part of the North Dakota Housing Incentive Fund Single Family Housing Pilot Program

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## BACKGROUND

The Jobs Development Authority (JDA) authorized staff on June 17, 2024 to submit a proposal in partnership with Gleason Companies to the North Dakota Housing Finance Agency for a Single-Family Pilot Program (summary attached) that was created during the 2023 ND Legislative Session.

On August 9, 2024, the ND Housing Finance Agency gave notice to the JDA and provided a conditional commitment (attached) of \$480,000 for the construction of four single family homes, with a construction mortgage filed in the amount of \$120,000 on each lot. This gap financing is designed to provide up to \$120,000 (or no more than 25% of the sale price of a single-family home) in funding to offset any potential gap between the cost of the construction of each home and its sale price.

The JDA submitted the application with Gleason Companies. City staff has negotiated over the last four months with Gleason Companies on the proposed terms for the construction of the four homes. The City Attorney affirmed in his June 15, 2024 memo (attached) that, in his judgement, the Jobs Development Authority is not subject to competitive bidding requirements, and that engaging in such a contract is compliant with North Dakota Century Code.

Gleason Companies have provided the designs and specifications for the construction of four slab-on-grade 3-bedroom and two-bathroom single-family homes with a 24x24 double stall garage. In reviewing with the City Assessor, there is confidence in the marketability of the design and layout given sale history in the region of similar homes. The home would meet the needs of multiple demographic groups.

The proposed contract and total agreed upon amount is inclusive of the developer fee and soft costs, other than those listed in the total project budget included further in the staff report. The agreed amount is a total of \$1,580,000, or \$395,000 per home.

The total budget for the Jobs Development Authority per home would be as follows:

Activity	Cost	Vendor
Construction & Development Gleason Companies	\$ 395,000	Gleason Companies
Real Estate Commissions (4%)	\$ 17,500	Real Estate Agent
Interest Expense	\$ 17,500	City of Devils Lake
Abstract & Title Work	\$ 1,200	Ramsey County Abstract
Contingency	\$ 15,000	n/a
	\$ 446,200	
<b>TOTAL PROJECT COST (x4)</b>	<b>\$ 1,784,800</b>	
Cost per home	\$ 446,200	
25% HIF Gap Financing	\$ 111,550	
Minimum Sale Price	\$ 334,650	

As for the financing of the project, contingent upon approval from the JDA, it would be requested that the City of Devils Lake provide a \$1,800,000 line of credit to the JDA at 4% interest. This will keep financing costs low for the JDA while also providing the City of Devils Lake an equal return on its money had it kept it in cash with its current depositor. This is an agenda item on the City Commission agenda.

As for liability considerations, the pertinent clauses are laid out in the contract. Gleason Companies will carry the builders risk insurance for the project with the JDA listed as an additional insured.

Contingent upon the JDA's approval of the contract and eminent construction of the homes, staff will provide a proposed plan to the JDA Board of Directors to sell the properties in an equitable manner for both realtors and prospective buyers.

#### ATTACHMENTS

- Single Family Pilot Program Summary
- Letter of Conditional Commitment from ND Housing Finance Agency
- Contract with Gleason Companies and Gleason Construction
- Identified Lots for project
- City Attorney Opinion on Bidding Requirements for Jobs Development Authority

# **Housing Incentive Fund Allocation Plan Addendum Plan for Single-Family Housing Pilot**



Planning and Housing Development Division  
2624 Vermont Ave  
PO Box 1535  
Bismarck, ND 58502-1535

800-292-8621 or 701-328-8080  
800-435-8590 (Spanish)  
711 (Voice or TTY)

[www.ndhfa.org](http://www.ndhfa.org) • [hfainfo@nd.gov](mailto:hfainfo@nd.gov)

**This recipient does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities. Accommodations: Individuals who require accommodations including translated documents, an alternate format, or to request a copy of the plan may contact:**

**504 Coordinator:  
Wayne Glaser  
North Dakota Housing Finance Agency  
2624 Vermont Avenue  
Bismarck ND 58504  
800-292-8621 or 701-328-8080  
800-435-8590 (Spanish)  
711 (Voice or TTY)**



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## I. INTRODUCTION

The North Dakota Housing Finance Agency (NDHFA) is responsible for the administration of the Housing Incentive Fund program (HIF) for the State of North Dakota.

The program was established by the 62<sup>nd</sup> Legislative Assembly under chapter 54-17 of the North Dakota Century Code (NDCC).

In the 68<sup>th</sup> Legislative Assembly (2023), the legislature added the eligible activity new construction, rehabilitation, preservation, or acquisition of a single-family housing project in a developing community or a community land trust project.

The NDHFA is responsible for developing guidelines for the use of HIF. These guidelines were developed with input from NDHFA partners and stakeholders and finalized through a formal public hearing process.

## II. DEFINITIONS

**Developing Community:** An incorporated city with a population less than 20,000 per the most recently available Annual Estimate of Residential Population for Incorporated Places provided by the U.S. Census Bureau.

**Developing Rural Community:** An incorporated city with a population less than 5,000 per the most recently available Annual Estimate of Residential Population for Incorporated Places provided by the U.S. Census Bureau.

**Recipient:** Eligible recipients include units of local, state, and tribal government; local and tribal housing authorities; community action agencies; regional planning councils; and nonprofit organizations residential housing. Individuals may not receive direct assistance from the fund.

**Single-Family Project:** New construction or rehabilitation of 1-4 family dwelling units. The dwelling unit must not be a residence (primary or secondary) of any interested party.

## III. GENERAL PROVISIONS

### Amount of Funding

A total of \$1,750,000 has been made available.

### Method of Allocation

Applications will be accepted on a first come first served basis. Applications will be reviewed for financial feasibility, developer assistance gap analysis, experience, readiness to proceed, and market need. The amount of funding provided will be dependent on the developer subsidy analysis calculation. Funding will be provided in the form of a forgivable construction loan.

### Additional Appropriation

Program availability and additional funding depends on legislative appropriation. Funding made available to the single-family development activities will be determined following legislative appropriations.

### Eligible Project Costs

Funds may be used for rehabilitation or new construction costs of a Single-Family Project. Projects undertaken by an active Community Land Trust (CLT) may exclusively cover acquisition activities. The

project must be in a developing rural community or be both owned and developed by an active community land trust.

### **Maximum Award**

A total of \$1,750,000 in funding is available. HIF single-family development awards will be determined based on a developer subsidy analysis. The maximum HIF award to any single entity is \$500,000.

### **Maximum Developer Subsidy per unit**

The maximum per unit funding may not exceed the amount necessary to cover the calculated developer subsidy gap.

### **Maximum Developer Fee**

Fees to developers that complete developments funded under HIF Single-Family may not exceed 15% of the total development costs (rehabilitation and new construction projects) excluding the value of the land if acquisition funds are provided. Acquisition only projects are limited to a 5% developer fee. This amount may be reduced if there is an identity of interest between the developer and the contractor working on the development.

### **Application Process**

#### **Application Deadline**

Applications with relevant attachments must be submitted to NDHFA. Applications will be accepted beginning March 1, 2024, and will be evaluated on a first come, first served basis.

#### **Application Requirements**

New Construction and Rehabilitation Applications must provide the following:

1. General Information and Budget
  - a. Narrative description summarizing the project.
  - b. Floor plan and front exterior elevation for each proposed unit which reflects the exterior building composition.
  - c. Letters from local utility providers confirming each site has access to the following services: water and wastewater, sewer, electricity, garbage disposal and natural gas.
  - d. Documented site control of each proposed lot (recorded warranty deed and executed settlement statement) or contract option for the purchase of the lot that is valid for at least 120 days.
  - e. Real estate valuation of the land or dwelling (if rehabilitation). This valuation can be provided by a certified appraiser or a licensed Realtor.
  - f. Development Budget and Developer Subsidy Financial Calculation with the following required assumptions
    - i. Total developer fee cannot exceed 15% of the total development costs.
    - ii. Sales price of homes to be calculated based on appraised value or maximum available construction loan commitment from a local lender for properties located in Developing Communities or Developing Rural Communities. OR
    - iii. For Community Land Trust applications, the sales price of the home as determined by the maximum allowable mortgage capacity of a borrower whose income is at or below 120% AMI.

This section should describe all sources of public and private funds that will be used to finance the project. Applicants must provide a gap calculation to support the HIF Single-Family funding request. Total HIF funding may not exceed \$120,000 per unit.

2. Capacity and Experience
  - a. Experience narrative and resume.
  - b. Organizational structure documentation including 501c3 status.
3. Need
  - a. Describe the current housing conditions of the community.

#### Acquisition Only Applications (CLT ONLY)

1. Narrative of the project indicating the total amount requested with an estimated number of homes to be purchased and sold with the revolving line of credit.
2. Capacity and Experience
  - a. Experience narrative and resume.
  - b. Organization structure documentation including 501c3 status.

A non-refundable application fee of \$250 payable to North Dakota Housing Finance Agency is due at the time of application.

#### Application Review Process

Applications will be reviewed by NDHFA to determine completeness. All applicants must respond to NDHFA clarification requests within five (5) business days from receipt. Failure to meet this deadline will cause the application to be deemed incomplete and the application will not be reviewed further.

Applications will then be reviewed to determine if the application meets the minimum threshold requirements and eligibility requirements. Applications will be awarded on a first come first served basis. If multiple applications are received at the same time the following priority status will be given:

1. Developing Rural Community proposal
2. Non-Profit Developer
3. Community Land Trust

#### Timeframe for Commencement and Completion of Activities

All HIF Single-Family awards must be expended within 24 months of the financial award start date. Project completion is defined as all construction and rehabilitation activities being completed, all activity funds are expended, and all final inspections have been completed. A certificate of occupancy is generally required for a new construction project, unless the local jurisdiction in which the property resides does not issue such a certificate then a New Construction Certificate is required.

## IV. PROPERTY STANDARDS

At minimum, properties must meet the NDHFA Minimum Rehabilitation and Property Standards applicable to single-family developments. <https://www.ndhfa.org/wp-content/uploads/2022/04/MinimumRehabandPropertyStandards4.22.pdf>

## V. FORM OF AWARD

New Construction/Rehabilitation Awards: Awards will be provided to a developer in the form of a forgivable construction loan. The construction loan will carry zero (0) percent interest. A mortgage will be filed against each property. Upon completion of the unit and sale to a subsequent homebuyer, for use as their principal residence, the portion of the mortgage related to the sold property will be satisfied. At the time of the subsequent sale, the developer subsidy gap calculation will be recalculated to determine if any HIF repayment is required at sale.

The award will be a straight line of credit. Additional units and awards must be applied for separately.

Community Land Trust Acquisition Only Awards: Awards will be provided in the form of a revolving line of credit. Program income earned from the sale of acquired homes may be retained by the recipient but must be used for HIF Single-Family eligible activities.

## **VI. ACCESS TO FUNDS**

Applicants must provide a signed, written draw request, which includes the amount requested and invoice documentation. Five percent (5%) of the per unit subsidy will be held and released in the final draw with submission of project completion certifications.

Community Land Trust Acquisition Only projects must provide a purchase agreement with an estimated closing date and amount of funds needed. Funds will be provided at acquisition settlement.

## **VII. DISCLAIMER OF NDHFA LIABILITY**

NDHFA seeks to allocate sufficient HIF assistance to make a project economically feasible. Such decision shall be made solely at the discretion of NDHFA, but in no way represents or warrants to any applicant, investor, lender, or others that the property is feasible, viable, or of investment quality.

No member, officer, agent, or employee of NDHFA shall be personally liable concerning any matters arising out of, or in relation to, the allocation of HIF assistance.

## **VIII. MODIFICATION OF THE PLAN**

The NDHFA Executive Director may make minor modifications deemed necessary to facilitate the administration of HIF or to address unforeseen circumstances. Further, the Executive Director is authorized to waive any conditions on a case-by-case basis for good cause shown. As a matter of practice, NDHFA will document any waivers from the established priorities and selection criteria of the Plan and will make this documentation available to the public, upon request.





**August 9, 2024**

Application Number: **HIFS-24-0700**

**Spencer Halvorson  
Devils Lake JDA  
423 6<sup>th</sup> St NE  
Devils Lake, ND 58301**

Re: Conditional Housing Incentive Fund Commitment – **Devils Lake North End Homes**

Dear **Mr. Halvorson**:

The North Dakota Housing Finance Agency (Agency) hereby conditionally commits **\$480,000** in funding from the Agency-administered Housing Incentive Fund (HIF) under the HIF Single Family Pilot Program for the above referenced housing project.

Project Scope:

Project includes construction of 4 single family home located at  
North End Subdivision, Sadie Avenue, Devils Lake.

Form of Assistance:

HIF assistance will be in the form of a forgivable construction loan, subject to repayment of any positive sales proceeds in excess of the developer subsidy gap calculation. Repayment is determined based on final appraised value, sales price, and total development costs including repayment of developer fee.

Construction mortgage will be filed in the amount of \$120,000 on each single-family lot. HIF construction mortgages will be filed subordinate to other construction financing.

Prior to closing, the following conditions must be satisfied:

1. Documented proof of full project site control, ownership and/or acquisition including all addenda.
2. Proof of clear title.
3. Physical address and legal description of each individual parcel.
4. Firm commitment construction financing sources related to the Project's development.
  - a. Copy of accepted construction and/or permanent financing commitment letter(s)
  - b. Copy of any lender required appraisal report(s) or real estate valuations.
5. If lender is not requiring a valuation report, provide a local realtor valuation report.
6. ALTA title insurance policy, if required by lender
7. Flood certification- NDHFA will order.

8. Copy of final Site Plan, Floor Plan, Specifications & Elevations (electronic version)
9. Copy of Building Permit, if applicable.
10. Proof of construction insurance, if required by lender.
11. Copy of fully executed Construction Contract
12. Copy of City/Developer agreement.
13. ACH Authorization Form

Upon receipt and satisfactory review of the above information, this commitment shall no longer be contingent, and the Agency will authorize the closing of the HIF loan and issue a financial award.

Prior the disbursement of any proceeds of the HIF loan, the following requirements shall be satisfied:

The borrower must submit progress reports on request until the Project is completed. Reports must describe actual development progress to-date, together with a current development budget and estimated timeline for future project activity and lease-up. Development costs which increase above the contract terms must be disclosed and include an explanation as to how the gap is to be filled.

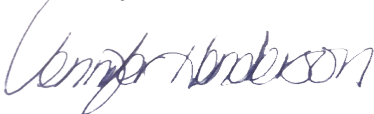
Disbursements of proceeds from the HIF loan must be requested by submitting to Agency a **HIF Draw Request** form, provided to the borrower by the Agency after closing, along with all necessary supporting documentation.

All disbursements shall be made via electronic funds transfer to the borrower's account or a designated escrow agent.

Upon the final disbursement of any proceeds of the HIF loan the Project shall be subject to the following requirements:

Please contact Jennifer Henderson at 701-328-8085 with any questions. We look forward to working with you in the creation of additional affordable housing for North Dakota.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Henderson", is written over a faint, larger version of the same signature.

Jennifer Henderson, Director  
Planning and Housing Development

## **LUMP SUM CONSTRUCTION CONTRACT**

**WHEREAS**, Gleason Construction, Inc. ("Contractor") a North Dakota incorporated company, Gleason Companies, LLC ("Developer") a North Dakota Limited Liability Company, and Devils Lake Jobs Development Authority ("Owner") desire to enter into a Construction Contract for the construction of improvements on that certain parcel of real estate described as or located at 1304 16TH ST SE, DEVILS LAKE ND, 58301 including four lots with Parcel #'s 39-1900-00032-000; 39-1900-00033-000; 39-1900-00037-000; and 39-1900-00038-000 in Ramsey County, North Dakota ("Property").

**WHEREAS**, the aforementioned Contractor and Owner further desire to enter into an agreement regarding the Property and to provide for the construction of said improvements thereon.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that upon the following terms, conditions and consideration aforesaid, the Contractor and Owner agree as follows (hereinafter the "Agreement"):

1. **The Project:** Contractor agrees to construct four slab-on-grade residential homes in similar quality to what the Contractor has built recently along 16<sup>th</sup> St SE except with a 24'x24' garage with one home on each lot on the above-described real estate in substantial compliance with the Project Plans attached as Exhibit A (hereinafter the "Project"), subject to the provisions herein. Contractor shall complete all "Work" within the Contract Documents which includes this agreement, Construction Documents, Scope of Work clarifications and assumptions attached as Exhibit B, any Change Orders, and all other contracts and documents enumerated within these documents.

1.1 The Contractor shall supervise and oversee the construction of the Project, using its best skill and judgment and pursuant to the current local customs and standards in the construction industry.

1.2 Unless otherwise specifically noted, the Contractor shall furnish and pay for all labor, materials, permits, supervision, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the execution and completion of the Project.

1.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work on the Project, and shall notify the Owner if the Construction Documents are at variance therewith. At the completion of the Project the Contractor shall remove all of its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials, and shall leave the work "broom clean", or its equivalent, except as otherwise specified. The contractor will ensure topsoil is prepared and grass is properly seeded on all the pervious surface area remaining on the lot after construction of each home.

1.4 The Work of Contractor and every Subcontractor, including materials and labor, shall be performed in a quality, professional, workmanlike manner and shall comply with the Contract Documents, industry standards for projects of similar type and quality, and all applicable laws and regulations, including the building code, where the Work is performed (the "Work Standard"). Contractor shall inspect the site, examine the plans and specifications, if any, supervise all of Contractor's employees, and direct the work of all Subcontractors selected by Contractor. Contractor shall constantly monitor and maintain the work site in a safe and clean condition, and to prevent the loss of any materials, and to reasonably prevent access to any outsiders, to the extent consistent with the Work. Contractor shall advise Owner promptly if Unforeseen or Concealed conditions are ascertained which require additional or different work.

- 1.4.1 The Plan Designer is Gleason Companies, of Fargo, ND. Plans and specifications shall be completed to comply with customary residential construction to be submitted to NDHFA for loan closing and approved by Owner.

The Owner acknowledges that the Property is owned by the Owner or will be owned within 15 days of the execution of this Agreement.

2. **Contract Price and Payment:** Owner shall pay Contractor \$1,580,000 for the Work on the Project; inclusive of the Developer Fee paid to Gleason Companies, LLC ("Developer"), however Gleason Companies, LLC will only be paid a reduced fee of 10% of the total NDHFA HIF Project Cost rather than the allowed 15% per NDHFA; subject to adjustment as needed to cover Change Orders, Force Majeure events, unforeseen conditions, and other changes and requests by Owner as permitted by other provisions in this Agreement (the "Contract Price"). Owner shall pay Contractor a preconstruction fee of \$0 if the Project does not move forward or within 30 days of request for notice to proceed following bidding, to be incorporated in the first construction pay application.

2.1 The following items are excluded from the Work by Contractor and are to be paid directly by Owner, including but not limited to Owner equipment and furnishings, signage, window coverings, utilities, utility hookup fees, and soft/carry costs.. The Owner will be responsible for covering the expenses and fees associated with all extra work associated to unforeseeable or hidden conditions encountered. Both parties must reach an agreement on the additional charges or establish a resolution. If they fail to agree, either party may cancel this agreement. In this context, an "unforeseeable and hidden condition" refers to a significant condition that would not be readily apparent to a diligent contractor inspecting the property for the purpose of carrying out the work. No bond is required for this Project.

2.2 The Contractor shall deliver to the Owner a pay application on a monthly basis post marked by the 10<sup>th</sup> of each month for the Work completed for the previous month, unless it is deemed necessary by subcontractor or supplier to the benefit of Owner to provide more often. The work for each previous month's pay application shall be per the final draw schedule ("Exhibit C").

2.2.1 The Owner shall pay each pay application, remitting the entire pay application amount to the Contractor, within fifteen (15) calendar days of the receipt of each such pay application (hereinafter "Payment Date").

2.2.2 If the Contractor does not receive remittance of the entire pay application amount for any pay application delivered to the Owner within 15 days of the date of such delivery, the Contractor shall have the right to cease all work and activity on the Project, without recourse, until such time as all of the pay application due and owing have been paid to the Contractor and Owner shall be responsible for all demobilization, remobilization and loss of profits associated with the stoppage of work. The completion date shall be extended by one day per day late.

2.2.3 If the Contractor does not receive remittance of the pay application amount for any pay application delivered to the Owner within fifteen (15) days of the date of such delivery, or in the case of any final amounts due and owing, as provided for in paragraph 2.2, below, in addition to any other remedies available under this Agreement, the Contractor may seek any available remedies to him at law, including, but not limited to, the placing of a lien over the Project as provided by law.

2.2.4 Contractor is entitled to interest on all amounts past due and owing at an interest rate of

18% per annum or the maximum permitted by state law, until said amounts and all interest accrued thereon is paid in full.

2.2.5 The rights and remedies contained in this Section herein are not mutually exclusive of one another, but may be exercised concurrent with one another and with any other applicable rights and remedies contained within this Agreement.

2.3 Following Substantial Completion of the work, all amounts due and owing, including any remaining Contract Price, shall be remitted and paid to the Contractor by the Owner within fifteen (15) days of the final pay application.

2.4 Owner is responsible for obtaining their own financing. The Owner shall provide to the Contractor satisfactory evidence of sufficient financing to fund the Project prior to the start of construction. This Contract shall be contingent upon receiving a formal Notice to Proceed from the Owner following the loan closing from NDHFA HIF program, which is estimated to be in early June 2025.

2.5 Owner agrees to provide adequate utilities for the Work agreed upon and to advise Contractor of any condition which Owner has knowledge of the property which could affect Contractor's ability to perform; Contractor shall be permitted to rely on any information provided by Owner. In the event Contractor has advised Owner of an Unforeseen Condition, Owner shall promptly investigate such Unforeseen Conditions and shall meet with the Contractor to determine the appropriate way to proceed with the Work. To execute in a timely manner all permit applications and other documents necessary for the Work to proceed. To perform no work on the Project without a written agreement with Contractor. To provide complete access to the property on which the Work is to be performed, and to avoid interfering with workers and the Work. Owner shall be entitled to make periodic inspections of the work site when accompanied by a representative of Contractor, provided such inspections do not interfere with the Work and can be made safely. Any other entry onto the construction site shall be at Owner's risk.

2.6 Development and Preconstruction services shall include the following:

- 2.6.1 Develop building plan and specifications based on concept for NDHFA and City permitting
- 2.6.2 Produce overall project budget in coordination with Owner
- 2.6.3 Submit necessary application and documentation for HIF Funding to NDHFA in coordination with Owner
- 2.6.4 Assist Owner in the acquisition and disposition of the real estate
- 2.6.5 Create construction cost estimate
- 2.6.6 Generate construction schedule
- 2.6.7 Coordinate the sequencing of construction activities and site logistics
- 2.6.8 Review construction documents for constructability
- 2.6.9 Gather input from essential subcontractors and vendors
- 2.6.10 Develop bid packages for scopes of work
- 2.6.11 Administer bidding of contract documents
- 2.6.12 Provide estimated construction draw schedule

3. **Substantial Completion:** Unless extended as provided herein, completion of the Project shall take place immediately upon receipt of a Certificate of Occupancy ("Substantial Completion").

3.1 As to any finish work items which may not be completed at Substantial Completion, a pre-closing inspection shall take place and any such unfinished matters noted. Contractor shall complete any such items as soon as possible, and not more than 60 days after Substantial Completion unless required due to the nature of the work. As to such matters, Owner's agreement to close out the Project and pay the final pay application does not constitute acceptance of such unfinished work which has been identified.

4. **Insurance:**

- 4.1 Builder's Risk policy are to be maintained by the Contractor during the course of construction, the cost of such will be a part of the Contract Price. Contractor to name Owner as additionally insured on Builder's Risk policy.
- 4.2 Owner waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Contractor for any claim or action arising out of Contractor's operations related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

5. **Schedule:** Contractor agrees to begin construction within 30 days of Notice to Proceed from Owner, pending Owners official notice to proceed on or before June 30<sup>th</sup>, 2025 and the building permit, and to continue such construction to substantial completion with due diligence, with said construction to be completed by July 10<sup>th</sup>, 2026 contingent on receiving Owners official notice to proceed on or before June 30<sup>th</sup>, 2025 Contractor shall not be responsible for delays or costs due to events outside of its control including but not limited to, tariffs, strikes, acts of God, government regulations, fire, floods, earthquake, hurricane, tornado, wind, snow, rain, changes to work, supply of materials, subcontracted labor, explosion, catastrophe, accident, war, riot, acts of terrorism, orders of governmental bodies, or pandemic ("Force Majeure"). Delays caused by Owner shall extend the contract completion date.

6. **Manufacturer's Warranties:** Any manufacturer's warranties on fixtures, equipment, appliances or other property located or installed on the Property shall be deemed assigned by Contractor to Owner at Substantial Completion. All warranties, documentation and instruction booklets shall be presented to Owner upon final payment.

7. **Contract Documents.** The Contract Documents consist of this Agreement, and any written amendments thereto, the Construction Documents, all modifications, and change orders, and Scope of Work clarifications and assumptions.

8. **No other agreements.** This Agreement contains the complete agreement of the parties hereto and cannot be modified or amended except in writing and signed by both the Contractor and the Owner.

9. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

11. **Time is of the Essence.** Time is of the essence with respect to all time requirements set out in this Agreement.

12. **Successor Obligation.** The rights and obligations under this Agreement shall be binding on the parties, their successors, heirs and assigns, to the extent permitted under the terms of this Agreement.

13. **Notice:** Any notice required or permitted under the terms of this Agreement shall be addressed to Contractor or Owner, as the case may be, at the address stated below, and when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, delivery shall be deemed to have been made.

14. **Enter at Own Risk.** Owner acknowledges that any on-site inspections or entry upon the construction site by the Owner, his guests, invitees, licensees, family or pets is done expressly at the Owner's risk and shall not be permitted without proper notice to and approval from Contractor.

15. **Laborers.**

All workmen, subcontractors, laborers or any person working on the Project shall only have contractual privity with the Contractor and not the Owner, and the Owner understands and agrees that the Owner shall have no right of control over any such workmen, subcontractors or laborers. Contractor has complete discretion over all material purchased for and subcontractors on the Project, so long as same is consistent with the plans and specifications. All purchases made by the Owner must be coordinated through the Contractor.

15.1 The Contractor shall not be held responsible or liable for the actions or omissions of any of the contractors contracted by the Owner, prior Prime contractors or others to perform the work or provide construction or design services prior to the date hereof, and any damage to persons or property caused or resulting thereby, whether actual or latent and whether discovered prior to the completion of the work or in the future.

## **16. Change Orders.**

16.1 All changes in the construction documents, extra work, or materials requested by Owner shall be made only by an agreed upon and written change order agreement, signed by both the Owner and the Contractor at the time of the execution of such change, and become part of this contract. Subcontractors, laborers or vendors representing the Contractor do not have authority to authorize changes to the Project.

16.2 The Owner agrees to pay the Contractor on each Change Order. The owner and contractor shall agree on any extra time in which to perform the change order work.

16.3 A Change Order Summary with the Revised Contract Amount and Updated Completion Date will be supplied with each new Change Order.

16.4 Change Order work will alter the original scope of work and may also alter the warranty and liability coverage provided by the Contractor. Such changes or limitations to those coverages will be noted on individual Change Orders.

16.5 No oral change orders shall be binding on the Parties hereto.

17. **Contractual Interpretation.** When the context so requires in this Agreement, words of gender shall include either or both of the other genders and the singular number shall include the plural. The headings of the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof and shall not be deemed to limit, expand or modify in any way the provisions of this Agreement.

## **18. Warranty.**

18.1 If within 12 months following the date of Substantial Completion of the Project any part of the Work is discovered to be noncompliant due to the direct actions of the Contractor then the Contractor is obligated to promptly rectify the nonconformity upon receiving written notice from the Owner. The time period of twelve months for correcting the work associated with the Project per the construction documents will be extended for portions of the work that are undertaken after Substantial Completion, by the duration between Substantial Completion and the actual completion of that specific portion of the work.

18.2 It is understood and agreed that any materials and equipment utilized and incorporated in the Project by "others", and not by the Contractor, shall not fall within the purview of the warranty made under this Section 18, and shall be specifically and expressly excepted there from.

18.3 It is further understood and agreed that that Contractor does not warrant the work, labor, materials and/or equipment provided by any owner-hired contractors or suppliers who may provide work, labor, materials and/or equipment towards the construction of the Project.

**Hold Harmless and Indemnification.** Owner agrees to indemnify, save harmless, and defend Contractor (including its officers, directors, employees and agents) from and against any and all liabilities, claims, penalties, forfeitures, suits and any costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Contractor may hereafter incur, become responsible for, or pay as a result of death or personal or bodily injuries to any person, destruction of or damage to any property (including the person or property of indemnitor, its employees and/or agents), contamination of or adverse effects on the environment or any violation of governmental laws, regulations, or orders to the extent caused by or resulting from (i) Owner's breach of any term or provision of this agreement; (ii) any negligent or willful acts and/or omissions of Owner and/or its employees and/or agents (iii) the work of others to which the Contractor has no privity or control; (iv) work of others that was initiated prior to the date of this Agreement, hereof. The Contractor and Owner waive any claims for consequential, indirect, soft or punitive damages arising out of this Contract, unless proven by the requesting party and paid by an insurance policy purchased by Owner. Soft Costs may include additional interest, taxes, advertising, commissions, design, project administration, legal fees, insurance premiums, security, royalties, franchise fees, rentals, equipment, facilities, lost opportunity, profit, business, reputation, office expenses, and losses due to employee productivity. The ability to collect these costs is limited to the coverage provided under the Builder's Risk policy and other policies purchased by Owner.

19. **Severability.** The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, and each provision shall be enforced to the maximum extent permitted by applicable law.

20. **Assignment.** This contract shall not be assigned unless mutually agreed upon in writing by both parties.

21. **Termination.** The contractor may terminate the agreement with a seven (7) day written notice to the owner if the owner becomes insolvent, breaches the contract, or fails to pay within seven (7) days after notice, if work stops for thirty (30) days not due to the Contractor's fault, or if the owner's interference or interruption causes a fifteen (15) day delay in project completion. If termination occurs, the contractor has the right to pursue all legal remedies and seek compensation from the owner. This includes payment for completed work, termination charges from vendors and subcontractors, the contractor's fee, anticipated profit for services or work that would have been completed within six (6) months after termination. The owner may terminate the agreement after providing written notice if the Contractor fails to remedy a default within a reasonable amount of time, the Contractor fails to perform work adequately, provide skilled workers/materials, make required payments, address code violations, comply with bankruptcy laws, maintain license, or breaches significant terms.

22. **Claims.**

22.1 Disputes or claims regarding this Agreement with an amount below \$5,000 must be addressed in the small claims division of the court located in the county where the contractor's office is situated. For disputes or claims exceeding \$5,000, mediation is required, and all parties involved will share the associated costs equally. In the event that mediation fails to resolve the disputes, any remaining issues will be settled through binding arbitration. The selection and payment of a single arbitrator will be a joint responsibility of both the contractor and the owner. The arbitration process will be administered by an arbitrator acceptable to both parties. If the dispute involves subcontractors, non-parties, or third parties who are not obligated to participate in arbitration, either party can request that the matter be brought before the State District Court.

22.2 The parties agree that with regard to any and all claims made by Owner against Contractor, or



*vice versa*, all claims, rights or remedies for incidental, soft, punitive, or consequential damages are hereby waived.

**WITNESS OUR SIGNATURES**, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

**Contractor:**

Gleason Construction, Inc.

\_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

**Owner:**

Jobs Development Authority of Devils Lake

\_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

**Contractor's Address:**

PO BOX 1080  
Devils Lake, ND 58301

**Owner's Address:**

423 6th St NE  
Devils Lake, ND 58301

**Developer:**

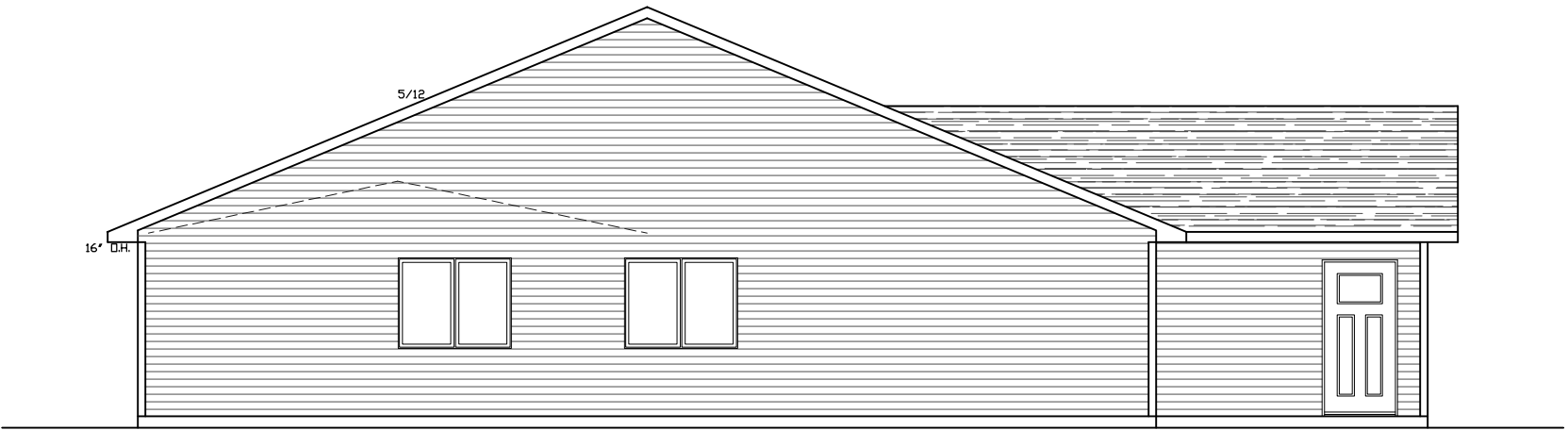
Gleason Companies, LLC

\_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

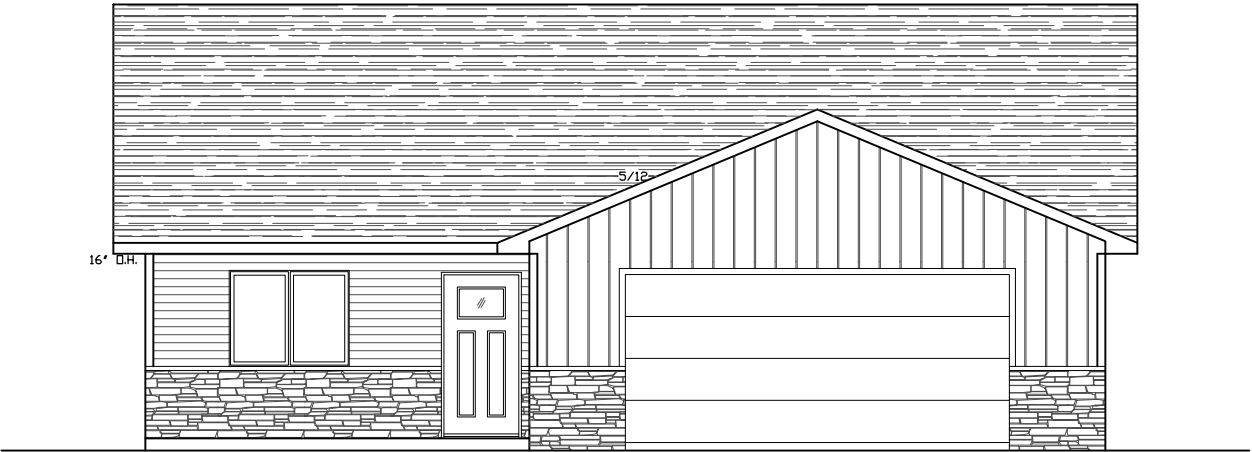
**Developer's Address:**

PO BOX 10545  
Fargo, ND 58106

**Exhibit A**  
Project Plans  
Attached



1 LEFT ELEVATION  
1/8" = 1'-0"



2 FRONT ELEVATION  
1/8" = 1'-0"

GLEASON COMPANIES

Integrity | Results | Resilience



GLEASON CONSTRUCTION

DEVILS LAKE, ND

DATE:  
5-8-25

REVISED DATE:  
5-14-25

JOB NUMBER:  
XXXXXX

DRAWN BY:  
NP

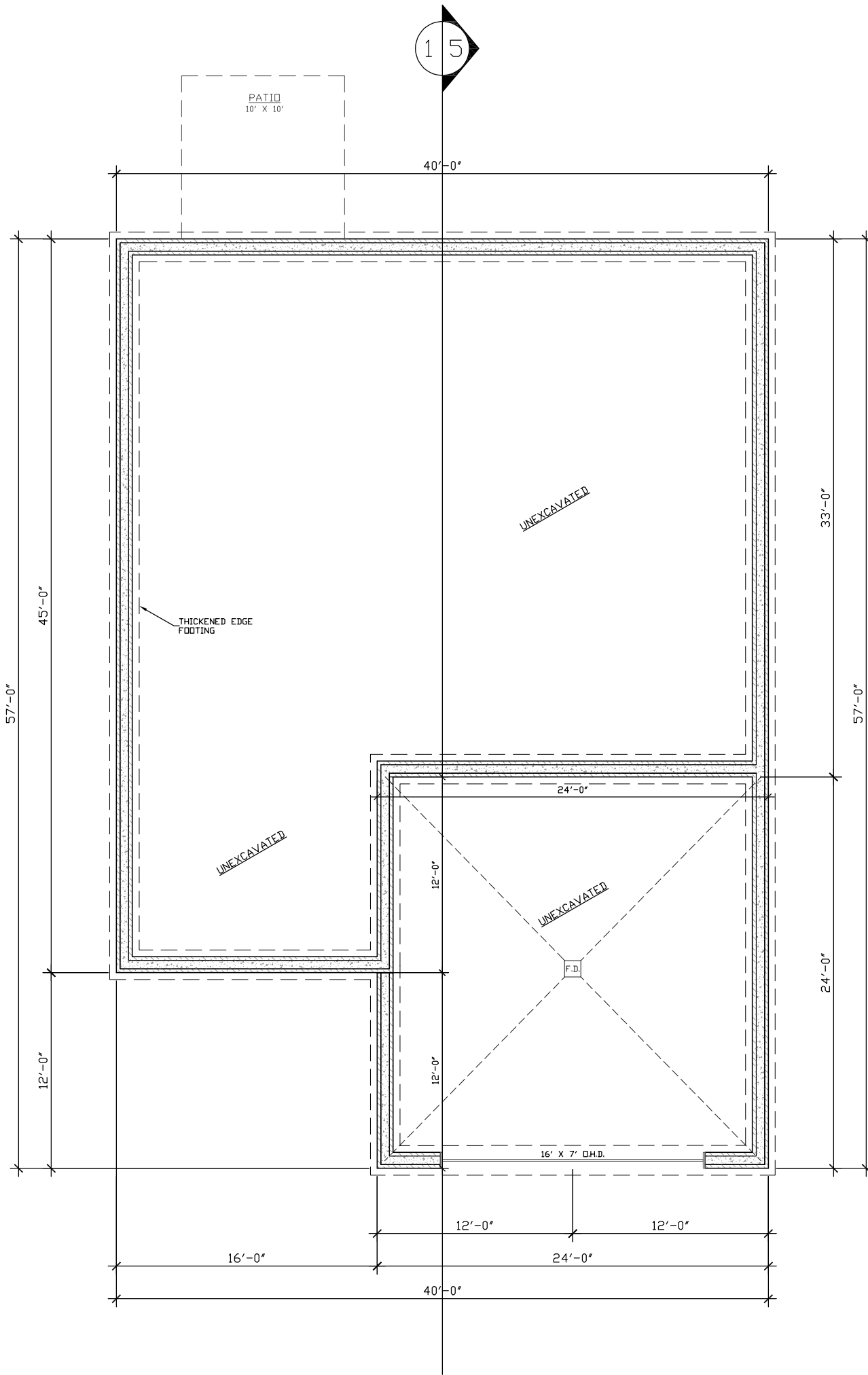
SHEET:

1



DEVILS LAKE, ND

2



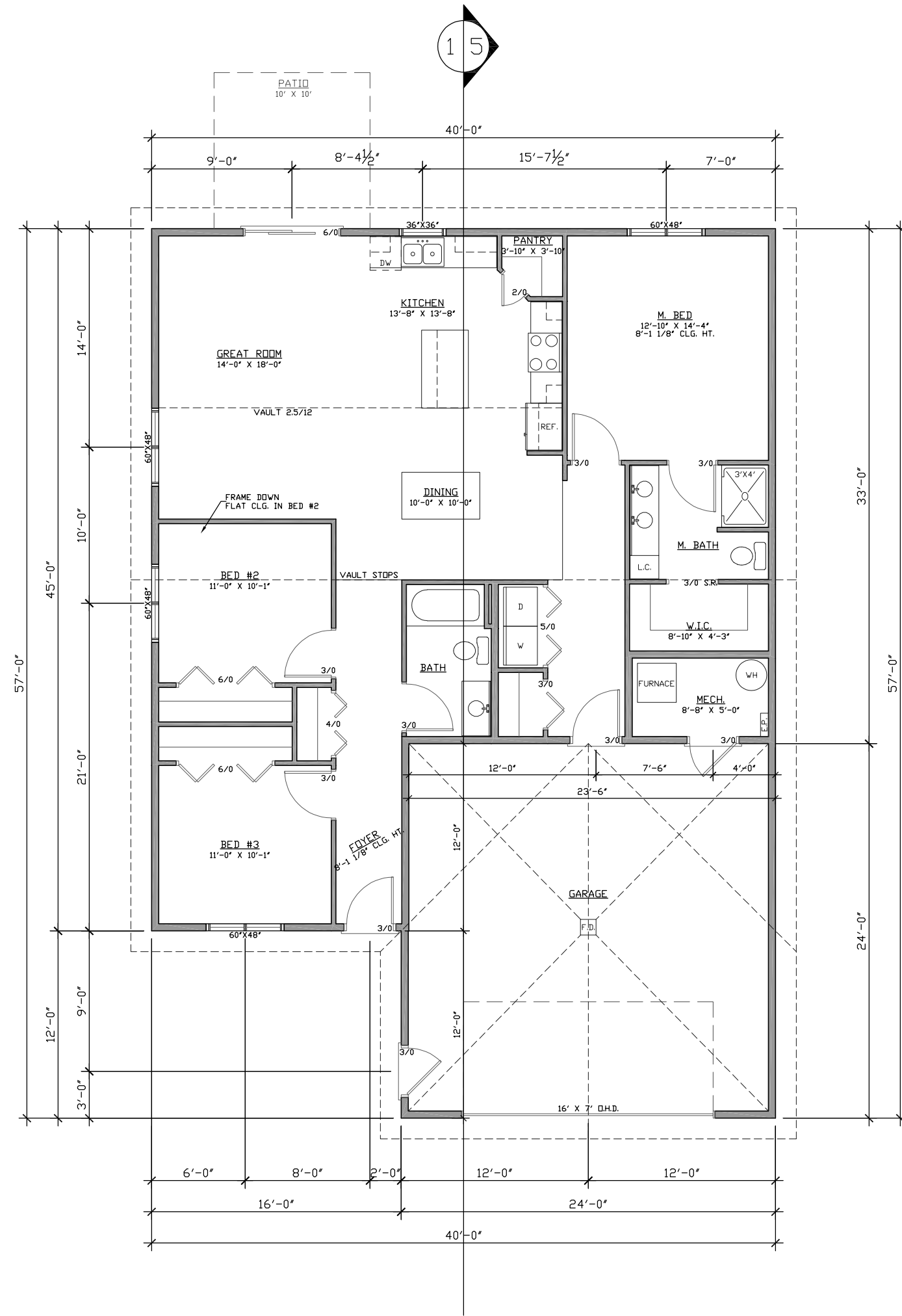


**GLEASON COMPANIES**  
Integrity | Results | Resilience

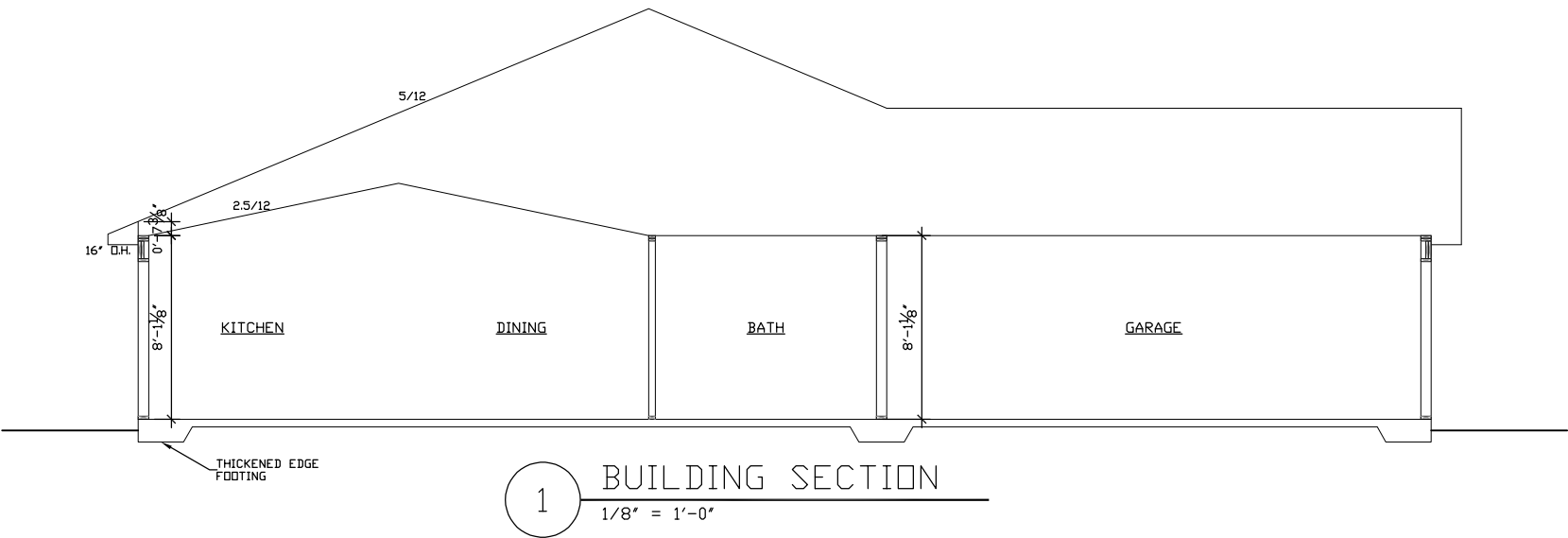
GLEASON CONSTRUCTION  
DEVILS LAKE, ND

DATE: 5-8-25
REVISED DATE: 5-14-25
JOB NUMBER: XXXXXX
DRAWN BY: NP

SHEET:  
**3**



SQUARE FOOTAGES	
FLOORS	AREAS
MAIN FLOOR:	1,518 SF
GARAGE:	570 SF
TOTAL HEATED:	1,518 SF

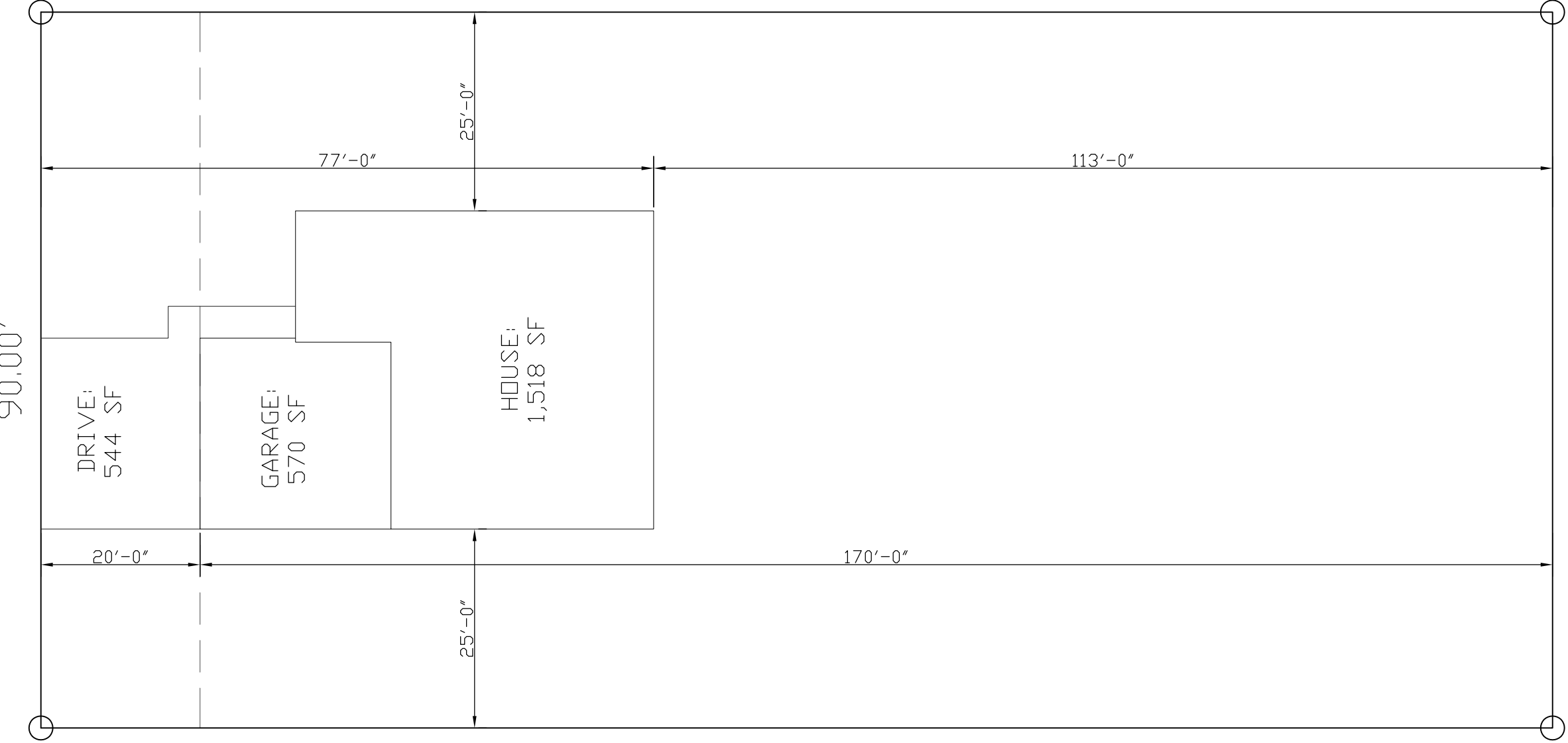


1 BUILDING SECTION  
1/8" = 1'-0"

16TH ST SE

90.00'

N




16TH ST SE  
LOT 1, BLOCK 3, OUTLOT  
SMITH SUBDIVISION  
DEVILS LAKE, ND  
LOT SIZE: 17,100 S.F.±  
TOTAL IMPERVIOUS AREA 15%

## SITE PLAN

1/16" = 1'-0"

Other Lots Similar

GLEASON CONSTRUCTION DEVILS LAKE, ND	 GLEASON COMPANIES Integrity   Results   Resilience
DATE: 5-8-25	
REVISED DATE: 5-14-25	
JOB NUMBER: XXXXXX	
DRAWN BY: NP	
SHEET: 6	



**Exhibit B**  
Scope of Work Clarifications and Assumptions  
Attached



# GLEASON CONSTRUCTION

Integrity | Results | Resilience

## Exhibit B

**Project:** Residential Homes – 4 Total

**Details:** Slab-on-grade 3 bedroom 2 bathroom w/ attached garage -1,518 square feet.

**Location:** 16<sup>th</sup> St. Devils Lake, ND 58301


**Date:** 5/21/2025

### Scope of Work:

- **General:**
  - Builder-grade single-family home designed for cost efficiency, functional layout, and minimum maintenance.
  - Two-stall attached garage with direct access to the house.
  - All materials to be builder-grade, stock-grade, and readily available.
  - Work shall comply with the International Residential Code (IRC) and City of Devils Lake code.
  - Site to be kept clean and safe; construction debris to be removed prior to final inspection.
- **Foundation:**
  - 4" Monolithic thickened-edge slab-on-grade or per engineered plan to meet code.
  - Under-slab poly vapor barrier on minimum 4" compacted base.
  - 1.5" rigid foam perimeter and under-slab insulation to meet energy code or per engineered plan to meet code.
- **Framing:**
  - Exterior walls framed with 2x6 studs at 16" O.C.; interior walls with 2x4 studs at 16" O.C. Framing Anchor bolts with nuts and washers, embedded per code.
  - All lumber to be SPF No. 2 or better.
  - Double top plates and treated bottom plates where applicable.
  - Roof framed with pre-engineered wood trusses at 24" O.C.; braced per truss design specs.
  - OSB sheathing: 7/16", installed with 8d nails, spaced per code.
- **Roofing:**
  - Residential builder-grade asphalt shingles in black or neutral color.
  - Synthetic underlayment on roof surface.
  - Metal drip edge in white
  - Prefinished white vented soffits and fascia
- **Exterior:**
  - Vinyl siding: builder grade. Double 4" D4 profile, standard colors, installed over house wrap. Vinyl board and baton or shake for accent on front elevation, standard colors.
  - Versetta Stone (or similar) on lower portion of front elevation, approx. 36" height or per plan.
  - Tyvek or equal house wrap on all exterior wall surfaces.
  - Prefinished gutters and downspouts
  - Front entry: ¼ glass steel door A3 panel with deadbolt and lever handle; service door solid insulated painted white. Garage door A3 panel steel door.
  - Exterior colors to be chosen from range of standard colors by contractor.
  - Stone veneer to be charcoal, gray, or earth-toned manufactured stone.
  - Trim, soffit, and fascia to be white.
  - Address numbers installed near front entry, standard black metal or vinyl.
- **Windows & Doors:**
  - Windows and Patio Door: Vinyl builder-grade, white interior/exterior with screens
  - Operable windows to be glider with kitchen window casement
  - All windows to include nailing fins and be sealed with flashing tape.
  - Interior doors: 6-panel or A3 hollow-core, painted white.
  - Trim: MDF or Poplar; 2.25" minimum casing, 3" minimum baseboard, painted white.

 701.662.1734

 gleasonconstructioninc.com

 1222 Highway 2 / PO Box 1080 | Devils Lake, ND 58301




# GLEASON CONSTRUCTION

Integrity | Results | Resilience

- Garage:
  - Unheated garage, insulated and drywalled. No taping. Garage to remain above 55 degrees by future owner if monolithic slab used.
  - Overhead door: 16' x 7' insulated steel, white, with raised panels.
  - Track, hardware, and chain drive operator with wall button and 2 remotes.
- Mechanical
  - Natural gas forced-air furnace sized to serve home
  - Central air conditioning with pad Cooling coil. Lineset.
  - Return and supply ductwork with registers and grills.
  - Thermostat
  - Exhaust fans in bathrooms
- Plumbing:
  - PEX water supply lines under slab, PVC drain/waste/vent piping under slab or through roof.
  - 50-gallon electric water heater.
  - Plumbing fixtures: chrome or stainless finish, basic single-handle units.
  - Bathroom: standard fiberglass tub/shower units per plan.
  - Laundry hookups with box connection for washer and vent for dryer.
  - Comfort-height toilets
  - One garage drain
  - One outdoor hose spigot
- Electrical:
  - 200-amp service panel with labeled circuits.
  - Standard toggle switches and duplex outlets (white).
  - Lighting package includes builder-grade light fixtures:
  - Flush-mount ceiling lights in all bedrooms, nickel,
  - Recessed cans in kitchen and living (7 minimum).
  - Two single-pendant lights above island
  - Vanity light above bathroom mirrors, chrome or nickel
  - Exterior coach/sconce lights (2 minimum at front)
  - GFCI protection per NEC.
- Interior Finishes:
  - Drywall: 1/2" gypsum board on walls, 5/8" on ceilings, Level 3 finish. Orange peel texture.
  - Wall and ceiling paint: one coat primer, one coat finish, White Dove or white/light beige.
  - Flooring: LVP/LVT: entry, kitchen, baths, laundry, living room (6-12 mil wear layer, glued or click-lock).
  - Carpet: bedrooms, builder-grade cut pile, min. 6 lb. pad.
  - Kitchen Cabinets: Shaker-style, standard hardware, RTA, Merillat, or equal. Painted white in kitchen and baths. Stained island.
  - Countertops: HD Laminate from standard colors, grey or white, laminate backsplash.
  - Bath mirrors: Flat glass, unframed
  - Closet shelving: White wire, single row per closet.
  - Interior color palette: neutral builder-grade selections (e.g., white, greige, light beige, white trim and doors).
  - Hardware and finishes: brushed nickel or chrome throughout.
  - Interior lighting fixtures: brushed nickel dome flush mounts in bedrooms/hallways, chrome vanity bars in baths.
  - No window treatments included.
  - Wire shelving in closets
  - Stainless steel builder-grade appliance package from Lowe's (e.g. Whirlpool or Frigidaire)
- Insulation:
  - Walls: R-21 fiberglass batts in 2x6 exterior framing.
  - Attic: R-49 blown

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 1222 Highway 2 / PO Box 1080 | Devils Lake, ND 58301




# GLEASON CONSTRUCTION

Integrity | Results | Resilience

- Slab edge: rigid foam at perimeter per engineered plan
- Sitework:
  - Rough and final grading
  - Concrete driveway per plan. 5" thick, broom finish.
  - Concrete walkway: 3' wide from driveway to front door.
  - 4" rear patio pad 10' x 10'.
  - Lot seeded
  
- Excluded:
  - All materials or scope not specified in plans or scope of work above
  - Washer and dryer
  - Irrigation and landscaping
  - Window treatments
  - Interior or exterior design upgrades
  - Custom finishes
  - Temp Electric/Heat
  - Sanitary or water utility stubs
  - Bond
  - Furnishings or equipment
  - Unforeseen conditions
  - Stormwater management and utilities / erosion control
  - Sand oil separators
  - Signage accessories
  - Locksmithing
  - Low voltage and security
  - Furnishing fixtures and equipment

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 [gleasonconstructioninc.com](http://gleasonconstructioninc.com)

 1222 Highway 2 / PO Box 1080 | Devils Lake, ND 58301

**Exhibit C**  
**Draw Schedule Per Home**

1. Draw 1 Loan closing / Mobilization / Material Ordering	10%
2. Draw 2 Excavation and Foundations ongoing (footings, slab, basement)	10%
3. Draw 3 Foundation complete (footings, slab)	15%
4. Draw 4 Framing ongoing (walls, roof structure, sheathing)	10%
5. Draw 5 Framing complete (walls, roof structure, sheathing)	15%
6. Draw 6 Roofing, Windows, Exterior Doors Installed - dried in	10%
7. Draw 7 MEP rough-ins complete (electrical, plumbing, HVAC)	10%
8. Draw 8 Insulation/Drywall/Siding complete (insulation, drywall hung, mudded)	10%
9. Draw 9 Interior finishes complete (cabinets, flooring, painting, trim)	5%
10. Draw 10 Final finishes and Certificate of Occupancy issued	5%

13TH AVE SE

16

1

2

Replat of Outlots B & D

4

1

2

Replat of Outlots B & D

4

Out



June 25, 2024

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

**VIA EMAIL ([SPENCERH@DVLND.COM](mailto:SPENCERH@DVLND.COM)) ONLY**

Re: Applicability of Bidding Requirements for land owned by and to be developed by the Devils Lake Jobs Development Authority

Dear Mr. Halvorson:

I write in response to your June 5, 2024 email in which you seek a legal opinion on the applicability of bidding requirements to the Devils Lake Jobs Development Authority. Specifically, you ask if land owned by the Devils Lake Jobs Development Authority is to be developed while such land is still titled in the Jobs Development Authority, is the Jobs Development Authority subject to the same bidding requirements as the City of Devils Lake would be. Based upon my review of North Dakota law and the Devils Lake Municipal Code, I conclude that the Devils Lake Jobs Development Authority would not be subject to the same restrictions and bidding requirements that apply to the City of Devils Lake.

The Devils Lake Municipal Code requires the City of Devils Lake engage in competitive bidding which includes a procedure for inviting bids and, in certain circumstances, requires awarding a contract to the lowest responsible bidder. See generally Devils Lake Municipal Code ch. 1.07. Such bidding requirements and restrictions are not applicable to job development authorities because such requirements and restrictions are not expressly stated in the North Dakota Century Code. See N.D.C.C. ch. 11.1. Section 11-11.1-03, N.D.C.C., sets forth the powers and duties of job development authorities. Said section of the North Dakota Century Code does not contain any restrictions or requirements for competitive bidding in relation to the powers and duties of a job development authority. By comparison, the restrictions and requirements for competitive bidding applicable to individual counties within the State of North Dakota are limited to the purchase of fuel by a county by and through its board of county commissioners. See N.D.C.C. §§ 11-11-26 and -27. A review of Chapter 40-05, N.D.C.C., demonstrates a legal requirement for competitive bidding when a municipality is obtaining supplies. See N.D.C.C. § 40-05-01(52). The above-stated citations to State law indicate that municipalities are subject to competitive bidding when procuring supplies, individual counties within the State of North Dakota are required to engage in

Jason P. Saylor | 509 5th St. NE, Suite 1, P.O. Box 838, Devils Lake, ND 58301  
P: 701.662.4077 | F: 701.662.7537 | [jasonsaylor@traynorlaw.com](mailto:jasonsaylor@traynorlaw.com) | [www.traynorlaw.com](http://www.traynorlaw.com)

*Dedicated. Trusted. Reliable.*



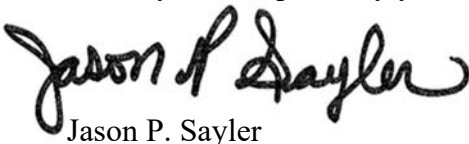
competitive bidding when obtaining fuel, yet no such competitive bidding requirements are expressly stated in the Century Code when identifying the powers and duties of a job development authority.

Based on the information available to me, and my review of applicable state and municipal law, I conclude the Devils Lake Jobs Development Authority is not required to engage in competitive bidding for the development of real property titled in the Devils Lake Jobs Development Authority nor is the Devils Lake Jobs Development Authority required to engage in any form of competitive bidding for the procurement of supplies or the awarding of contracts. This conclusion contrasts the competitive bidding requirements applicable to the City of Devils Lake as set forth in Chapter 1.07 of the Devils Lake Municipal Code; yet as previously stated, no comparable competitive bidding requirements appear in Chapter 11-11.1 of the North Dakota Century Code as that Chapter applies to job development authorities.

The above-stated statutory law is supported by North Dakota case law interpreting N.D.C.C. ch. 11-11.1 and other State law when such statutory law was challenged on a constitutional basis. See e.g., Hale v. State, 818 N.W.2d 684 (ND 2012); Haugland v. City of Bismarck, 818 N.W.2d 660 (ND 2012). In Hale, the North Dakota Supreme Court struck down a constitutional challenge to, among other things, the powers and duties of jobs development authorities by refusing to find validity in a constitutional challenge brought pursuant to the “gift clause.” See Hale, 818 N.W.2d 684. The Court’s opinion in Hale reinforces the powers and duties given to job development authorities. Id. at 693. The Court in Hale further supported its position on the powers and duties of job development authorities by citing to North Dakota Attorney General opinions identifying a job development authority as engaging in authorized economic development programs constituting an “enterprise” thereby permitting the county to loan funds for public purposes. See id. at 694 (citing N.D. Op. Att’y Gen. 93-L-129 (April 12, 1993)). The fact that job development authorities, and the powers and duties granted them, have survived constitutional challenges further supports the efficacy of powers and duties held by job development authorities which includes the absence of competitive bidding restrictions upon job development authorities. See N.D.C.C. § 11-11.1-03.

For the reasons set forth herein, I conclude the Devils Lake Jobs Development Authority is not subject to competitive bidding requirements because I find no statutory or common law requiring a job development authority to engage in competitive bidding. This letter is based upon my review of North Dakota law and relevant portions of the Devils Lake Municipal Code. I believe this letter is responsive to the question set forth in your June 5, 2024 email. If you have any questions, or if you wish to discuss this matter further, please contact me.

Thank you. Respectfully yours,

A handwritten signature in black ink that reads "Jason P. Sayler". The signature is fluid and cursive, with the first name "Jason" being more prominent than the last name "Sayler".

Jason P. Sayler

JPS/pdd



## Spencer Halvorson

---

**From:** Downey Larson <abstract@gondtc.com>  
**Sent:** Thursday, May 29, 2025 11:53 AM  
**To:** Spencer Halvorson  
**Subject:** RE: City of Devils Lake

Got it Spencer!  
Thank you!

**Please note, I am the only closer and CD prep person.**  
**We will be closed Friday July 4<sup>th</sup> for Independence Day.**  
**I will also be out of the office May 30, June 13, June 27.**

Ms. Downey Larson, President/Closer  
Office is open M-F 8:30-noon and 1-5:00 central.  
Fridays we close @ 4:00 central.  
Ramsey County Abstract Company  
A Full Service Title Company-since 1899  
PO Box 645, Devils Lake, ND 58301  
Phone 701-662-7024 Fax 701-662-7034  
[abstract@goNDTC.com](mailto:abstract@goNDTC.com)

**Hey everyone! If you are looking for a great job opportunity we are hiring!**  
**Come join our Team!**

**WARNING -**  
**Email hacking and fraud are on the rise. Always call your title closer using contact information found from an independent source, such as the sales contract or internet, or phone book to verify any wiring instructions received. We are not responsible for any wires sent by you to an incorrect bank account.**

---

**From:** Spencer Halvorson <SpencerH@dvInd.com>  
**Sent:** Thursday, May 29, 2025 11:28 AM  
**To:** Downey Larson <abstract@gondtc.com>  
**Subject:** RE: City of Devils Lake

We approve and please begin as soon as you can. I will get authorization of the expense on Monday 6/2 and can have a check to you on 6/3 if desired.

Thank you, Downey. Sincerely,

Spencer Halvorson  
City Administrator/Auditor  
City of Devils Lake

P: (701) 662-7600 ext: 222  
C: (701) 381-9221

**From:** Downey Larson <[abstract@gondtc.com](mailto:abstract@gondtc.com)>  
**Sent:** Thursday, May 29, 2025 11:26 AM  
**To:** Spencer Halvorson <[SpencerH@dvInd.com](mailto:SpencerH@dvInd.com)>  
**Subject:** RE: City of Devils Lake

Hi, Spencer!

We took a quick look at this and here is some info.

The abstracts will run around \$1,200 each for 7 separate abstracts built from scratch, surface rights only. Our eta will be 3 weeks or less from the time that you tell us via email to proceed.

If you could just email me back that you approve and we should start asap,  
We might get started on these as soon as tomorrow or next week if we hear back from you.  
They will come together fairly quickly and we would build them all at once.

We normally require prepayment, but in this case we would be looking for payment once we have completed building the abstracts, due at pick up.

Thank you so much!

**Please note, I am the only closer and CD prep person.**  
**We will be closed Friday July 4<sup>th</sup> for Independence Day.**  
**I will also be out of the office May 30, June 13, June 27.**

Ms. Downey Larson, President/Closer  
Office is open M-F 8:30-noon and 1-5:00 central.  
Fridays we close @ 4:00 central.  
Ramsey County Abstract Company  
A Full Service Title Company-since 1899  
PO Box 645, Devils Lake, ND 58301  
Phone 701-662-7024 Fax 701-662-7034  
[abstract@goNDTC.com](mailto:abstract@goNDTC.com)

**Hey everyone! If you are looking for a great job opportunity we are hiring!**  
**Come join our Team!**

**WARNING -**  
**Email hacking and fraud are on the rise. Always call your title closer using contact information found from an independent source, such as the sales contract or internet, or phone book to verify any wiring instructions received. We are not responsible for any wires sent by you to an incorrect bank account.**

**From:** Spencer Halvorson <[SpencerH@dvInd.com](mailto:SpencerH@dvInd.com)>  
**Sent:** Wednesday, May 28, 2025 10:52 AM  
**To:** [abstract@gondtc.com](mailto:abstract@gondtc.com)  
**Subject:** City of Devils Lake

Good morning,

This is Spencer Halvorson with the City of Devils Lake. We are looking have seven abstracts made for some parcels on along 16<sup>th</sup> St SE here in Devils Lake.

Below are the parcels and a brief, high level summary to the best of our knowledge:

Parcel	
39-1900-00032-000	Farmland owned by Barry Smith. Vacated to Ramsey County. Ramsey County transfer/sold to City of Devils Lake. City of Devils Lake quit claim deed to Devils Lake Jobs Development Authority.
39-1900-00033-000	Farmland owned by Barry Smith. Vacated to Ramsey County. Ramsey County transfer/sold to City of Devils Lake. City of Devils Lake quit claim deed to Devils Lake Jobs Development Authority.
39-1900-00034-000	Farmland owned by Barry Smith. Vacated to Ramsey County. Ramsey County transfer/sold to City of Devils Lake. City of Devils Lake quit claim deed to Devils Lake Jobs Development Authority.
39-1900-00035-000	Farm land owned by Barry Smith. Vacated to Ramsey County. Ramsey County transfer/sold to City of Devils Lake. City of Devils Lake quit claim deed to Devils Lake Jobs Development Authority.
39-1900-00037-000	Farmland owned by Barry Smith. Vacated to Ramsey County. Ramsey County transfer/sold to City of Devils Lake. City of Devils Lake quit claim deed to Devils Lake Jobs Development Authority. <u>(QUIT CLAIM DEED JUST SIGNED AND RECORDED ON 5/28/25)</u>
39-1900-00038-000	Farmland owned by Barry Smith. Vacated to Ramsey County. Ramsey County transfer/sold to City of Devils Lake. City of Devils Lake quit claim deed to Devils Lake Jobs Development Authority. <u>(QUIT CLAIM DEED JUST SIGNED AND RECORDED ON 5/28/25)</u>
39-1900-00039-000	Farmland owned by Barry Smith. Vacated to Ramsey County. Ramsey County transfer/sold to City of Devils Lake.

We are working on a housing project in partnership with the ND Housing Incentive Fund this summer and need to provide them a clear proof of title before they will remit the funding. It is our understanding that abstracts for these properties do not exist.

Is this something you could assist with? Due to our need for the funding to begin the project, we would be interested in the quickest turnaround within reason you are able to provide.

Invoices for 32, 33, 34, 35, 37, 38 could be billed to the Devils Lake Jobs Development Authority and for 39 to the City of Devils Lake.

Thank you,

Spencer Halvorson  
City Administrator/Auditor  
City of Devils Lake

P: (701) 662-7600 ext: 222

C: (701) 381-9221

Forward Devils Lake  
423 6<sup>th</sup> St NE  
PO Box 1048  
Devils Lake, ND 58301  
Forwarddevilslakend.com



Brady Ash  
Executive Director

(701) 662-4933  
bradya@dvind.com

---

To: **Devils Lake Jobs Development Authority**

From: **Brady Ash, Forward Devils Lake**

Date: **May 27, 2025**

Re: **Forward Devils Lake Policies**

---

Forward Devils Lake has recently created printable versions of its loan policies. While these policies have been consistently applied in practice, they had not previously been documented in physical form. The creation of these physical copies will ensure clearer accessibility, promote consistency, and enhance standard operating procedures.

The policies before you were approved by the Forward Devils Lake Board at its May 21, 2025 meeting. It is recommended that the Devils Lake Jobs Development Authority approve the policies as shown.



## **Policy on the Small Business Revolving Loan Fund**

**I. Purpose:** The Small Business Revolving Loan Fund (RLF) is established to provide financial assistance to small businesses that lack access to traditional financing. The goal of the fund is to foster economic growth, job creation, and business sustainability within the community.

**II. Eligibility Criteria:** To qualify for a loan, businesses must:

1. Be a registered business entity in good standing.
2. Operate within the designated geographic area.
  1. Within the limits of the extraterritorial boundaries of the City of Devils Lake.
3. Demonstrate an inability to secure sufficient funding from conventional lenders.
4. Provide a viable business plan with financial projections.
5. Meet specific industry requirements as determined by the Executive Committee (Forward Devils Lake Board of Directors).

**III. Loan Terms and Conditions:**

1. **Loan Amounts:** Loans typically range from \$5,000 to \$20,000.
2. **Interest Rates:** Fixed interest rates of 5% to 7% depending on requested term.
3. **Repayment Terms:** There will be a 6-month principal and interest deferral. Repayment period will be up to 7 years, depending on loan purpose and amount.
4. **Collateral:** May be required based on loan size and risk assessment.
5. **Use of Funds:** Funds may be used for working capital, equipment purchases, inventory, leasehold improvements, or other approved business needs.
6. **Prohibited Uses:** Loans cannot be used for personal expenses, speculative investments, or refinancing existing debt.

**IV. Application and Approval Process:**

1. **Application Submission:** Business owners must submit a completed application with the required documentation, including a business plan.



2. **Review Process:** The FDL Board reviews applications based on business viability, financial need, and economic impact.
3. **Approval:** Approved applicants receive a commitment letter outlining loan terms.
4. **Disbursement:** Funds are disbursed upon execution of loan agreements and completion of any pre-disbursement requirements.

#### **V. Loan Servicing and Compliance:**

1. **Repayment Monitoring:** Loan recipients must make regular payments according to the agreed schedule.
2. **Reporting Requirements:** Borrowers may be required to submit periodic financial reports and business updates.
3. **Delinquency and Default:** Loans that become delinquent will be subject to collection procedures, which may include restructuring, legal action, or collateral liquidation.

#### **VI. Administration and Oversight:**

1. The Executive Committee oversees fund management, sets policies, and evaluates program performance.
2. Annual audits and reports ensure accountability and transparency.
3. Modifications to the policy require approval by the governing board or designated authority.

**VII. Conflict of Interest Policy:** Committee members and staff involved in loan decisions must disclose any conflicts of interest and recuse themselves from decisions where appropriate.

**VIII. Policy Review and Amendments:** This policy will be reviewed annually and updated as needed to align with economic conditions, funding availability, and program goals.





**Dated March 31, 2025**

**Brady J. Ash**

**Executive Director**

**Forward Devils Lake Economic Development**





## **Policy on PACE Loans**

### **1. Purpose:**

This policy outlines the guidelines and procedures for providing business loans under the PACE Program, which supports primary sector businesses. The goal is to foster economic growth, job creation, and business development.

### **2. Eligibility Criteria:**

To qualify for a PACE Program business loan, an applicant must:

- Operate within a primary sector industry (e.g., manufacturing, value-added agriculture, technology, tourism, etc.).
- Demonstrate financial viability and the ability to repay the loan.
- Meet all regulatory and legal requirements.
- Have a sound business plan outlining the intended use of funds and projected outcomes.

### **3. Loan Terms and Conditions:**

- **Loan Amount:** Determined based on project scope and financial need.
- **Interest Rate:** May be reduced through the PACE Program participation.
- **Repayment Period:** Terms vary based on loan purpose but generally range from 5 to 20 years.
- **Collateral:** Required and evaluated on a case-by-case basis.
- **Use of Funds:** Can be used for equipment purchase, facility expansion, working capital, or other approved business purposes.

### **4. Application Process:**

- Submission of a completed loan application along with a business plan.
- Review and evaluation by a loan committee.
- Credit and financial assessment.
- Approval and disbursement of funds upon meeting all conditions.



#### **5. Loan Monitoring and Compliance:**

- Borrowers must provide periodic financial reports.
- Site visits and audits may be conducted to ensure proper use of funds.
- Any deviation from agreed loan terms must be reported and may require renegotiation.

#### **6. Default and Remedies:**

- If a borrower defaults, standard recovery measures, including legal actions, may be pursued.
- The borrower may be required to repay the loan in full upon default.

#### **7. Amendments and Review:**

This policy will be reviewed periodically and amended as necessary to align with regulatory changes and economic conditions.

**Dated March 24, 2025**

**Brady J. Ash**

**Executive Director**

**Forward Devils Lake Economic Development**



## **Policy on PACE Loans**

### **1. Purpose:**

This policy outlines the guidelines and procedures for providing business loans under the PACE Program, which supports primary sector businesses. The goal is to foster economic growth, job creation, and business development.

### **2. Eligibility Criteria:**

To qualify for a PACE Program business loan, an applicant must:

- Operate within a primary sector industry (e.g., manufacturing, value-added agriculture, technology, tourism, etc.).
- Demonstrate financial viability and the ability to repay the loan.
- Meet all regulatory and legal requirements.
- Have a sound business plan outlining the intended use of funds and projected outcomes.

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- **Loan Amount:** Determined based on project scope and financial need.
- **Interest Rate:** May be reduced through the PACE Program participation.
- **Repayment Period:** Terms vary based on loan purpose but generally range from 5 to 20 years.
- **Collateral:** Required and evaluated on a case-by-case basis.
- **Use of Funds:** Can be used for equipment purchase, facility expansion, working capital, or other approved business purposes.

### **4. Application Process:**

- Submission of a completed loan application along with a business plan.
- Review and evaluation by a loan committee.
- Credit and financial assessment.
- Approval and disbursement of funds upon meeting all conditions.



#### **5. Loan Monitoring and Compliance:**

- Borrowers must provide periodic financial reports.
- Site visits and audits may be conducted to ensure proper use of funds.
- Any deviation from agreed loan terms must be reported and may require renegotiation.

#### **6. Default and Remedies:**

- If a borrower defaults, standard recovery measures, including legal actions, may be pursued.
- The borrower may be required to repay the loan in full upon default.

#### **7. Amendments and Review:**

This policy will be reviewed periodically and amended as necessary to align with regulatory changes and economic conditions.

**Dated March 24, 2025**

**Brady J. Ash**

**Executive Director**

**Forward Devils Lake Economic Development**



## **Policy on FlexPACE Loans**

### **1. Purpose**

The purpose of this policy is to establish guidelines for the administration, approval, and management of FlexPACE Loans. These loans are designed to support businesses in financing projects that promote economic growth through low-interest funding assistance.

### **2. Eligibility Criteria**

To qualify for a FlexPACE Loan, applicants must meet the following criteria:

- Be a registered business entity in good standing.
- Engage in projects that contribute to economic development, job creation, or business expansion.
- Secure matching funds from a participating lender.
- Comply with local, state, and federal regulations.

### **3. Application Process**

1. Initial Inquiry – Businesses must submit an initial inquiry outlining the project and funding needs.
2. Formal Application – A completed application with a business plan must be submitted, along with supporting financial documents as needed.
3. Loan Review – Applications will be evaluated based on financial viability, economic impact, and risk assessment.
4. Approval Process – Loans are subject to approval by recommendation to the Devils Lake Jobs Development Authority from Forward Devils Lake, and approval by a participating financial institution.
5. Agreement & Disbursement – Approved applicants must sign a loan agreement before funds are disbursed.

### **4. Loan Terms & Conditions**

- Loan amounts and interest rates will be determined based on project scope and financial need.
- Borrowers must adhere to repayment schedules and reporting requirements.
- Repayment will begin upon maturity of the lead lending institution's note.
- Loan forgiveness or deferral may be available under specific conditions.



## **5. Compliance & Reporting**

- Borrowers must provide periodic financial statements and project progress reports.
- Any deviation from the agreed-upon loan terms must be communicated in writing for review.
- Failure to comply with loan terms may result in penalties or repayment acceleration.

## **6. Responsibilities**

- Executive Director – Responsible for reviewing applications, conducting due diligence, and recommending approvals.
- Applicants – Must ensure compliance with all loan requirements and provide accurate financial documentation.
- Management – Oversees policy implementation and ensures alignment with organizational objectives.

## **7. Amendments & Exceptions**

This policy is subject to periodic review and amendments as needed. Exceptions to this policy must be approved by senior management on a case-by-case basis.

**Dated February 21, 2025**

**Brady J. Ash**

**Executive Director**

**Forward Devils Lake Economic Development**

To: **Devils Lake Jobs Development Authority**

From: **Brady Ash, Forward Devils Lake**

Date: **May 21, 2025**

Re: **North Central Planning Council - Mobile Career Exploration Classroom**

---

The Mobile Career Exploration Classroom is a virtual reality career exploration center that engages high school students across six counties. The MCEC focuses on introducing students to a variety of possible careers that they have not thought of.

Currently, North Central Planning is looking for assistance to help continue in funding the MCEC project. This assistance would be a commitment for 2026 and 2027.

Funds would be used to maintain and expand the number of school visits and business partnerships, grow the career video library, and broaden the utilization of the Job Coach.

This project has received positive feedback not only from Ramsey County, but also from the other five counties it serves.

A funding amount of \$30,537.89 was approved by the Forward Devils Lake Board at its May 21, 2025 meeting. This amount was approved to be allocated annually for both 2026 and 2027.

**Request for Continued Funding: Region 3 Mobile Career Exploration Classroom (MCEC)  
2026–2027 School Years**

**Bringing Career Exploration to Students—Where They Are, At School:**

The Mobile Career Exploration Classroom (MCEC) is transforming the way students in Region 3 in North Dakota explore their futures. The MCEC brings virtual reality career exploration directly to high school students across Region 3—covering Benson, Towner, Eddy, Cavalier, Rolette, and Ramsey counties. In some rural schools, career exploration can be limited with lack of opportunities for job shadows and workplace learning, the MCEC offers an innovative way for students to have career experiences.

After extensive planning, the MCEC launched in April 2024, the mobile classroom offers over 100 career experiences, supported by six interactive VR headsets. There have been nearly 40 school visits since September 2024. These immersive experiences can introduce students to career paths they had never considered—often sparking new ideas. The career coach talks to students about careers, local companies, suggests job shadows and work co-operative experiences and offers information about area colleges, the ND State Scholarship and the ND Career Builder program.

**2024–2025 Results (To Date):**

- 37 School Visits across Region 3.
- 41 Business Meetings which are an opportunity for the career coach to earn and gather information to share with students. Also promoting job shadows, internships, and student engagement to local businesses.
- 10 Community Events with parent and stakeholder outreach.
- Over 3,000+ career experiences viewed by students.
- Nearly 1300 students (this number has duplication) have participated in the MCEC since September 2024.
- 101 career options available through VR headsets (and growing).
- 14 Other meetings/events attended for exposure of the project as well as to help the job coach better understand the communities and some of the workforce challenges.

**Why We're Asking for Continued Funding**

The Mobile Career Exploration Classroom (MCEC) has demonstrated meaningful success. The customized van—designed specifically for this initiative—is equipped with cutting-edge technology and remains a valuable, mobile resource for student career exploration. Schools have reported positive feedback from students. Local businesses are eager to collaborate, and students are beginning to engage in real conversations about their futures—sometimes even meeting with employers they learned about through the MCEC experience.

Current funding for the MCEC project extends through December 2025. To continue, enhance, and sustain its impact into the 2026–2027 school years, we respectfully request additional funding. This support will allow us to:

- Maintain and expand school visits and business partnerships.
- Grow the VR career video library and enhance outreach efforts.
- Broaden how schools utilize the Job Coach—including one-on-one sessions with students to explore career paths, identify local opportunities, make connections, or complete aptitude assessments beyond the VR experience.

Two Year Budget	2026	2027
Vehicle Storage \$150/month	\$ 1,800	\$ 1,800
Vehicle Insurance	\$ 2,090	\$ 2,090
License	\$ 27	\$ 27
Job Coach Contract 1Y \$15,000/qtr	\$ 60,000	\$ 60,000
Verizon Cellular \$165/month	\$ 1,980	\$ 1,980
Supplies	\$ 500	\$ 500
Vehicle Maintenance	\$ 1,000	\$ 1,000
	<b>\$ 67,397</b>	<b>\$ 67,397</b>



**What Stakeholders Are Saying:**

“Our students love YOU. They open up to you, and for that, I am so very grateful.”

—Brigitte Greywater, School Psychologist, Four Winds HS

“This van is a great resource for small, rural schools. Students and teachers appreciated the interactive experience.”

—Sarah Beck-Connot, Superintendent, Starkweather Public School

“That’s a real job? Whoa. I can make money like that?”

—Student Feedback

“Ann has brought the Mobile Career Exploration Classroom (MCEC) to Devils Lake High School in a variety of ways, including:

- Greeting students outside before school starts
- Hosting full-day events outdoors
- Setting up for a full week in our Lake Area Technical Center
- Partnering with specific teachers to work with students during class periods
- Participating in Freshman Orientation
- Engaging with families during Parent-Teacher Conferences
- Showing area staff during the NESC Teacher Inservice Day

We are also fortunate to have Ann working directly with our students through the RWIP grant. It would be difficult to separate her involvement with the MCEC from the impact of the RWIP—both have been incredibly valuable resources in advancing career exploration for our students.

Ann has brought energy, innovation, and meaningful opportunities to our school during the 2024–2025 school year, and the MCEC has certainly been a key component of her efforts.” —Ryan Hanson, Devils Lake High School

The career van was an excellent opportunity for our students to participate in a virtual tour of different careers they may be interested in. We allowed all of our students seniors to freshmen to experience the van and they enjoyed their experience in it. We hope to continue to use the van in years to come to continue to allow our students the virtual experience of a career they may want to pursue. -- Travis Mertens, Fours Winds High School Principal

We had every student in grades 9 - 12 experience it and a very high percentage of them really enjoyed it. Our school requires each student to complete one Job Shadow every school year so next year I think we could use that Van for students to explore careers that maybe we do not have access to around our area and use that as their job shadow in more of a 1 on 1 setting. --Tyler Cook, New Rockford School Student Engagement Specialist

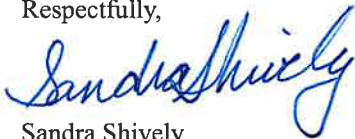
We found the Career exploration van extremely helpful. It was nice to have the students understand what jobs are around the local area and give them an opportunity to see what they can do. We were able to generate some great career discussions about it! —Alex Wede, Minnewaukan High School Counselor

**Let’s Keep the van wheels Rolling**

Career exploration shouldn’t be a one-time event; it should be a culture built into every school year. We feel that the MCEC is an additional tool for schools to use in their culture of Career Exploration. If we want to keep students in North Dakota, we need to do more than educate them—we need to *show them* what their future could look like here.

Thank you for your consideration of this very worthwhile project.

Respectfully,



Sandra Shively  
Executive Director

## MCEC Meeting – 05/20/2025

- Budget - \$67,397.50
- Budget is broken out by population:

Cash Match - Program Continuation				
County -	Population	Percentage	Yr 1 Match allocation	Yr 2 Match allocation
Benson County JDA 2,007 non-reserv	5,794	15.33%	\$10,330.84	\$0.00
Cavalier County JDA	3,704	9.80%	\$6,604.32	\$0.00
Eddy County	2,347	6.21%	\$4,184.76	\$0.00
New Rockford Area Betterment Corp				
Forward Devils Lake	11,605	30.70%	\$20,691.99	\$0.00
Ramsey County			\$0.00	
Rolette non reservation 4,568	12,187	32.24%	\$21,729.71	\$0.00
Towner County EDC	2,162	5.72%	\$3,854.90	\$0.00
Total Cash Match Committed	37,799	100.00%	\$67,396.50	\$0.00

\*\*Rolette County may not have all the \$21,729.71 to contribute (with 12,187 population in mind).

Cash Match - Program Continuation				
County -	Population	Percentage	Yr 1 Match allocation	Yr 2 Match allocation
Benson County JDA 2,007 non-reserv	5,794	19.20%	\$12,938.88	\$0.00
Cavalier County JDA	3,704	12.27%	\$8,271.59	\$0.00
Eddy County	2,347	7.78%	\$5,241.21	\$0.00
New Rockford Area Betterment Corp				
Forward Devils Lake	11,605	38.45%	\$25,915.72	\$0.00
Ramsey County			\$0.00	
Rolette non reservation 4,568	4,568	15.14%	\$10,201.03	\$0.00
Towner County EDC	2,162	7.16%	\$4,828.07	\$0.00
Total Cash Match Committed	30,180	100.00%	\$67,396.50	\$0.00

\*\*Spreadsheet taking out the Rolette County reservation numbers, upping the rest of the county's contributions.

Cash Match - Program Continuation				
County -	Population	Percentage	Yr 1 Match allocation	Yr 2 Match allocation
Benson County JDA 2,007 non-reserv	5,794	22.62%	\$15,246.58	\$0.00
Cavalier County JDA	3,704	14.46%	\$9,746.86	\$0.00
Eddy County	2,347	9.16%	\$6,176.00	\$0.00
New Rockford Area Betterment Corp				
Forward Devils Lake	11,605	45.31%	\$30,537.89	\$0.00
Ramsey County			\$0.00	
Rolette non reservation 4,568	0	0.00%	\$0.00	\$0.00
Towner County EDC	2,162	8.44%	\$5,689.18	\$0.00
Total Cash Match Committed	25,612	100.00%	\$67,396.50	\$0.00

\*\*Spreadsheet taking out the Rolette County population in its entirety, upping the rest of the county's contributions.

\*\*Dollar amounts subject to change should business sponsors, other counties, etc. contribute for this continued project.

# DevilsLakeCars

*Since 1923*

Stacey Heggen  
Engagement Director, Devils Lake Cars  
Box 987  
Devils Lake, ND 58301  
[sheggen@devilslakecars.com](mailto:sheggen@devilslakecars.com), 701-888-1923

5/22/25

To Whom It May Concern,

I am writing to express my wholehearted support for **Ann Pollert** and the incredible work she has done through the **Mobile Career Exploration Classroom**. Ann has been nothing short of outstanding in her efforts to connect students with local businesses and introduce young people to the wide array of career possibilities available to them.

Through her leadership, students in our region have gained real-world insight into industries they may never have considered. She has a unique ability to **bridge the gap between education and the workforce**, making career exploration exciting, relevant, and accessible. Her energy, professionalism, and passion for student success have made her an **invaluable resource** to our community.

Ann's work doesn't just benefit students — it strengthens our local economy by creating early awareness of in-demand careers and building connections between future talent and area employers. Her ability to bring business leaders and educators to the same table is a testament to her vision and dedication.

We are proud to support her efforts and the Mobile Career Exploration Classroom program. It is initiatives like this that **spark inspiration, open doors, and build strong futures** — not only for individual students but for our entire community.

I strongly encourage the continuation and expansion of this impactful program. With Ann at the helm, I am confident it will continue to grow and benefit our region for many years to come.

Sincerely,  
**Stacey Heggen**  
Engagement Director, Devils Lake Cars

# devils lake

Chamber • Tourism

May 27, 2025

To the Devils Lake City Commission,

On behalf of the Devils Lake Area Chamber of Commerce, I am writing to express our support for the continued investment in the **Mobile Career Exploration Classroom**. This initiative has been a shining example of how innovation and community collaboration can directly impact our region's future workforce.

Thanks to the leadership of Ann Pollert, this mobile classroom has done more than introduce students to career opportunities—it has ignited inspiration, built confidence, and opened doors for youth across six counties, including ours. Her commitment to excellence and the program's hands-on, interactive approach have set a new standard for career readiness outreach in our community as well as the rural communities around us.

We strongly believe that continued support from the City Commission is not just worthwhile—it's essential. Programs like this plant the seeds for workforce development & retention, economic stability, and a stronger Devils Lake in the years to come. Our Chamber stands firmly behind this initiative and encourages the City to maintain its backing of this impactful and forward-looking effort.

Thank you for your commitment to programs that build a brighter future for Devils Lake.

Sincerely,



Suzie Kenner  
Executive Director  
Devils Lake Area Chamber of Commerce



Forward Devils Lake  
423 6<sup>th</sup> St NE  
PO Box 1048  
Devils Lake, ND 58301  
701.662.4933  
[www.forwarddevilslakend.com](http://www.forwarddevilslakend.com)

May 27, 2025

Dear Members of the City Commission,

I am writing to offer my enthusiastic support for the continued funding and operation of the **Mobile Career Exploration Classroom (MCEC)** project within our city. I have directly observed the powerful role this program plays in preparing our residents—especially our youth populations—for meaningful, sustainable careers in high-demand fields.

The MCEC is a proven, innovative solution that brings career exploration directly to the people who need it most. Its mobile, hands-on format allows students and job seekers across our city to engage with interactive exhibits, simulations, and technology that expose them to career paths in skilled trades, healthcare, technology, and more. This is particularly impactful in communities that lack easy access to vocational training or career resources.

This initiative directly supports the City Commission's goals of economic development, youth empowerment, and workforce readiness. It helps build a stronger, more resilient local economy by equipping our youth residents with knowledge and inspiration to pursue in-demand career pathways, often aligned with the needs of local employers. It also reduces barriers to opportunity, promoting equity and inclusion across our diverse communities.

I respectfully urge the City Commission to invest in the ongoing success of the Mobile Career Exploration Classroom. Supporting this program is not just a commitment to career education, it is a strategic move to foster opportunity, inclusion, and long-term prosperity for our entire city.

Thank you for your time, leadership, and consideration.

Sincerely,

Brady Ash  
Executive Director  
Forward Devils Lake Corporation

To: **Devils Lake Jobs Development Authority**

From: **Brady Ash, Forward Devils Lake**

Date: **May 21, 2025**

Re: **Ye Olde Tavern / Lotta's**

---

Ye Olde Tavern / Lotta's is a bar and restaurant in downtown Devils Lake. They offer a variety of alcoholic and non-alcoholic beverages, along with a kitchen serving homemade pizza and fried foods.

They are looking for assistance to help with the renovation of their existing Façade on the south and west sides of the building. A graphic was provided showcasing what the proposed finishing product will look like.

An amount of \$20,000 was approved by the Forward Devils Lake Board at its May 21, 2025 meeting. It is recommended that the request be approved at 0% interest with a 50-month amortization.



## GUIDELINES / APPLICATION PROCESS

### Program Overview

This program is an interest free loan that helps existing and new businesses to improve their store/business front.

### Funding Amount:

\$5,000, \$7,500, or \$10,000 interest free loan

### Eligible businesses:

Any business owner of a Devils Lake Region building.

### Program Guidelines:

- Loans to be paid back with minimum payments of \$100, \$150 or \$200 depending on the loan amount per month until paid in full
- Payback term is 50 months
- Loan money received is put back into the fund to revolve.
- There is an application process which will include proposed drawings, before pictures, building permits, etc. before loan is approved for the business.
- Business needs to check with City Building Authority and the Devils Lake Historic Preservation Commission to determine if the plan is acceptable and meets requirements.
- Materials must be purchased locally if possible.
- Money to be disbursed on completed and agreed upon plans.
- Fund will be administered out of the Forward Devils Lake Corporation ofc – contact them at (701) 662-4933.

### Application Process:

Applicants will fill out an application available at the Forward Devils Lake offices. Applications will be reviewed by the Forward Devils Lake Executive Director to determine if all criteria are met.



# Forward Devils Lake Project / Loan Application

(Check One) PACE Loan ☐ FlexPACE Loan ☐ Small Bus Revolving Loan ☐ Façade ☒ Industrial Park ☐

Business Name: LOTTA'S Project Title: FAÇADE PROJECT  
OUTSIDE PAINTING  
Address: 411 4TH AVE NE DEVILS LAKE  
Contact Person: SHANE A DISETH Phone: 701-351-1526  
E-mail: SHANELOTTA@gmail.com  
Amount Requested: \$10,000 Project total: \$35,000

## Program Guidelines:

- The applicant must conform to all of Bank of North Dakota's guidelines if they should apply to this loan. BND guidelines available at: [http://banknd.nd.gov/lending\\_services/business\\_financing\\_programs/business\\_incentive\\_programs.html](http://banknd.nd.gov/lending_services/business_financing_programs/business_incentive_programs.html)
- The amount of the incentive is limited to the appropriate loan program guidelines in place as of the date of this application.
- Project must start within 6 months of FDL approval for the project.
- Forward Devils Lake Executive Board of Directors reserves the right to review and change the guidelines as needed.
- All costs associated with the closing will be paid by the applicant/buyer, i.e., legal review, recording fees, etc.
- A requirement of all loans is for FDL to have a second mortgage or lien if appropriate and a promissory note will be put in place with all documents being recorded with the county. FDL would also have a personal guarantee on the loan if required by the loan programs guidelines.
- If this application is for Industrial park property purchase if the buyer does not build within two years from the purchase agreement date the title will revert to the seller.
- Buyer cannot sell the property without first constructing a building on the property and operating a business on the property.
- FDL would have a second mortgage or lien on any project.
- All costs associated with any property/loan closing will be paid by the applicant, i.e., legal review, recording fees, etc.
- Forward Devils Lake Board of Directors reserves the right to review and change the guidelines as needed.

## Documents needed for approval:

- Bank approval letter
- Estimated total cost of project
- Business Plan
- Additional documentation as needed if required or stated in the specific loan guidelines.

*The undersigned states that he/she is duly authorized to verify the foregoing application, that he/she has read the same and is familiar with the statements contained herein and that the same are true in substance and in fact. The undersigned further agrees that if awarded funds from Forward Devils Lake, the funds will either be directly paid to the vendor listed in the budget or reimbursed to the grantee upon proof of cancelled check(s) and appropriate receipts. Forward Devils Lake is authorized to contact my existing creditors to verify good standing.*

Shane A Diseth 4-23-25 Shane Diseth 4/27/2025  
Signature of Applicant Date Signature of Co-Applicant Date  
Shane A Diseth 4-23-25 Lisa Diseth 4/27/2025  
Printed Name of Applicant Date Printed Name of Co-Applicant Date

## Executive Summary

Requested acreage needed if Industrial Park Application: \_\_\_\_\_

What types of infrastructure will be needed for your project?

- ☐ Rail
- ☐ City Water
- ☐ City Sewer
- ☐ Electricity

- ☐ Natural Gas
- ☐ Hwy 2 Access
- ☐ Other \_\_\_\_\_

Total Square Feet of Building: \_\_\_\_\_ Industry Type: \_\_\_\_\_

When will construction start: \_\_\_\_\_ Estimate completion date: 8-30-25

What is the outline of the proposed project? SEE ATTACHED

The primary purpose for the business is? \_\_\_\_\_

The products or services provided by the business are? \_\_\_\_\_

The local competitors of your business are? \_\_\_\_\_

How does your business differ from your competitors? \_\_\_\_\_

What percent of your business income is from Devils Lake? \_\_\_\_\_ Surrounding Area \_\_\_\_\_ Out of ND \_\_\_\_\_

Estimate how many current & new jobs will this create?

Full Time Current 3 Future 6  
Part Time Current 3 Future 3

If new jobs are created, what will be the average annual salary of the new jobs? \$15.00

If financing what is the preferred loan term in years? 44 years

Shame A Diseth  
Applicant's Name and Title (Print)

4-22-25  
Date

FDL Approval \_\_\_\_\_ Date \_\_\_\_\_  
\*\*\*\*\*

Date project completed \_\_\_\_\_ Final cost of project \_\_\_\_\_

Date of loan closing \_\_\_\_\_

Signed: \_\_\_\_\_  
Forward Devils Lake – Executive Director

LOTTA'S WILL BE GETTING A FACELIFT THIS SPRING/SUMMER. WE WILL BE PAINTING THE EXTERIOR OF LOTTA'S AS WELL AS ADDING A SIGN TO THE SOUTH SIDE OF THE BUILDING. A PICTURE IS ENCLOSED WITH THE APPLICATION TO VIEW. WE ARE LOOKING FORWARD TO THE NEW LOOK DOWNTOWN.

#### **PRIMARY PURPOSE**

THE BRENNAN BUILDING WAS ERECTED IN 1903 AND HAS BEEN A STAPLE IN DEVILS LAKE DOWNTOWN FOR WELL OVER A CENTURY. IN 2006, DISETH HOLDING PURCHASED THE BUILDING AFTER IT SAT EMPTY FOR A NUMBER OF YEARS. THE INSIDE OF THE BUILDING WENT UNDER A TOTAL REMODELING PROJECT AND NOW WE WANT TO DO THE SAME TO THE OUTSIDE OF THE BUILDING.

#### **PRODUCT AND SERVICES**

LOTTA'S OFFERS A GREAT SELECTION OF FOREIGN AND DOMESTIC TAP BEERS, AS WELL AS YOUR FAVORITE SPIRITS. WE ALSO OFFER A MENU OF HOMEMADE PIZZA AS WELL AS OTHER FRIED FOODS. LOTTA'S HOST OVER 20 DART TEAMS AND POOL LEAGUES.

#### **LOCAL COMPETITORS**

LOTTA'S DOESN'T LOOK AT OTHER BUSINESSES AS COMPETITORS. THEY ARE OUR BUSINESS PARTNERS. THE MORE BUSINESSES OPEN IN THE DOWNTOWN WILL BENEFIT EVERYONE.

#### **DIFFERENT FROM OTHER COMPETITORS**

LOTTA'S HAS BEEN IN BUSINESS FOR OVER 18 YEARS AND WILL CONTINUE FOR MANY YEARS TO COME.

#### **WHAT SETS US APART FROM OTHER BUSINESSES**

LOTTA'S OFFERS E-TAB GAMING MACHINES (VIDEO SLOT), BIG BINGO, BLACKJACK, PAPER TICKETS AND PIG WHEEL. WE OFFER A HOMEMADE PIZZA AND FRIENDLY CUSTOMER SERVICE.

THANK YOU

SHANE & LISA DISETH



DEVILS LAKE

FAÇADE IMPROVEMENT PROGRAM

## GUIDELINES / APPLICATION PROCESS

### Program Overview

This program is an interest free loan that helps existing and new businesses to improve their store/business front.

### Funding Amount:

\$5,000, \$7,500, or \$10,000 interest free loan

### Eligible businesses:

Any business owner of a Devils Lake Region building.

### Program Guidelines:

- Loans to be paid back with minimum payments of \$100, \$150 or \$200 depending on the loan amount per month until paid in full
- Payback term is 50 months
- Loan money received is put back into the fund to revolve.
- There is an application process which will include proposed drawings, before pictures, building permits, etc. before loan is approved for the business.
- Business needs to check with City Building Authority and the Devils Lake Historic Preservation Commission to determine if the plan is acceptable and meets requirements.
- Materials must be purchased locally if possible.
- Money to be disbursed on completed and agreed upon plans.
- Fund will be administered out of the Forward Devils Lake Corporation ofc – contact them at (701) 662-4933.

### Application Process:

Applicants will fill out an application available at the Forward Devils Lake offices. Applications will be reviewed by the Forward Devils Lake Executive Director to determine if all criteria are met.

# Forward Devils Lake Project / Loan Application

(Check One) PACE Loan ☐ FlexPACE Loan ☐ Small Bus Revolving Loan ☐ Façade ☒ Industrial Park ☐

Business Name: 1/2 OLde TAVERN Project Title: TAVERN-ARCADE

Address: 410 4TH AVE NE

Contact Person: SHANE A DISERT Phone: 701-351-1526

E-mail: SHANE10TTAS@gmail.com

Amount Requested: \$10,000 Project total: \$150,000

## Program Guidelines:

- The applicant must conform to all of Bank of North Dakota's guidelines if they should apply to this loan. BND guidelines available at: [http://banknd.nd.gov/lending\\_services/business\\_financing\\_programs/business\\_incentive\\_programs.html](http://banknd.nd.gov/lending_services/business_financing_programs/business_incentive_programs.html)
- The amount of the incentive is limited to the appropriate loan program guidelines in place as of the date of this application.
- Project must start within 6 months of FDL approval for the project.
- Forward Devils Lake Executive Board of Directors reserves the right to review and change the guidelines as needed.
- All costs associated with the closing will be paid by the applicant/buyer, i.e., legal review, recording fees, etc.
- A requirement of all loans is for FDL to have a second mortgage or lien if appropriate and a promissory note will be put in place with all documents being recorded with the county. FDL would also have a personal guarantee on the loan if required by the loan programs guidelines.
- If this application is for Industrial park property purchase if the buyer does not build within two years from the purchase agreement date the title will revert to the seller.
- Buyer cannot sell the property without first constructing a building on the property and operating a business on the property.
- FDL would have a second mortgage or lien on any project.
- All costs associated with any property/loan closing will be paid by the applicant, i.e., legal review, recording fees, etc.
- Forward Devils Lake Board of Directors reserves the right to review and change the guidelines as needed.

## Documents needed for approval:

- Bank approval letter
- Estimated total cost of project
- Business Plan
- Additional documentation as needed if required or stated in the specific loan guidelines.

The undersigned states that he/she is duly authorized to verify the foregoing application, that he/she has read the same and is familiar with the statements contained herein and that the same are true in substance and in fact. The undersigned further agrees that if awarded funds from Forward Devils Lake, the funds will either be directly paid to the vendor listed in the budget or reimbursed to the grantee upon proof of cancelled check(s) and appropriate receipts. Forward Devils Lake is authorized to contact my existing creditors to verify good standing.

Shane A Disert 4-15-25 Shane Disert 4/27/2025  
Signature of Applicant Date Signature of Co-Applicant Date

Shane A Disert 4-15-25 Lisa Disert 4/27/2025  
Printed Name of Applicant Date Printed Name of Co-Applicant Date

## Executive Summary

Requested acreage needed if Industrial Park Application: \_\_\_\_\_

What types of infrastructure will be needed for your project?

- ☐ Rail
- ☐ City Water
- ☐ City Sewer
- ☐ Electricity

- ☐ Natural Gas
- ☐ Hwy 2 Access
- ☐ Other \_\_\_\_\_

Total Square Feet of Building: \_\_\_\_\_ Industry Type: \_\_\_\_\_

When will construction start: \_\_\_\_\_ Estimate completion date: \_\_\_\_\_

What is the outline of the proposed project? SEE ATTACHED

The primary purpose for the business is? \_\_\_\_\_

The products or services provided by the business are? \_\_\_\_\_

The local competitors of your business are? \_\_\_\_\_

How does your business differ from your competitors? \_\_\_\_\_

What percent of your business income is from Devils Lake? 70% Surrounding Area 20% Out of ND 10%

Estimate how many current & new jobs will this create?

Full Time Current 6 Future \_\_\_\_\_  
Part Time Current 4 Future \_\_\_\_\_

If new jobs are created, what will be the average annual salary of the new jobs? \$12.00 PER HOUR + TIP

If financing what is the preferred loan term in years? 4

\_\_\_\_\_  
Applicant's Name and Title (Print)

\_\_\_\_\_  
Date

FDL Approval \_\_\_\_\_ Date \_\_\_\_\_  
\*\*\*\*\*

Date project completed \_\_\_\_\_ Final cost of project \_\_\_\_\_

Date of loan closing \_\_\_\_\_

Signed: \_\_\_\_\_

Forward Devils Lake – Executive Director



YE OLDE TAVERN/ARCADE WILL BE GETTING A FACELIFT THIS SPRING. WE ARE PLANNING ON PAINTING AND PUTTING ON BRICK. ALSO, IN THE NEAR FUTURE WE PLAN ON REMODELING THE INSIDE OF THE NORTH PART OF THE BAR FOR FUTURE BUSINESS OPPORTUNITIES.

#### PRIMARY PURPOSE

THE YE OLDE TAVERN/ARCADE HAS BEEN A FIXTURE IN THE COMMUNITY SINCE THE ENDING OF PROHIBITION AND WANTS TO CONTINUE FOR MANY MORE YEARS.

#### PRODUCT AND SERVICES

THE YE OLDE TAVERN OFFERS A MENU OF HOMEMADE PIZZA AS WELL AS OTHER FRIED FOODS. WE ALSO OFFER DARTS, MUSIC AND LOTS OF FELLOWSHIP AMONG OLD AND NEW FRIENDS.

#### LOCAL COMPETITORS

WE DON'T LIKE TO LOOK AT OTHER BUSINESSES AS COMPETITORS, BUT AS BUSINESS PARTNERS TO SERVE THE NEEDS OF ALL THE PEOPLE COMING TO BEAUTIFUL DEVILS LAKE.

#### DIFFER FROM OTHER COMPETITORS

YE OLDE TAVERN HAS BEEN SERVING DOWNTOWN DEVILS LAKE FOR MANY GENERATIONS.

#### WHAT SETS US APART FROM OTHER BUSINESSES

WE OFFER 20 DIFFERENT FOREIGN AND DOMESTIC TAP BEERS AND OUR OWN HOMEMADE PIZZA. WE ALSO HAVE THE GREATEST SERVICE IN TOWN.

THANKS

SHANE & LISA DISETH

QUOTED BY:  
**05/13/25**

MANDY THOMAS, Owner  
701.351.2525 Cell 701.662.4301 Office  
xtremesignsdl@gmail.com  
401 6th ST SE | Devils Lake, ND 58301



XtremeSignsDL.com

SIGNS | DECALS  
BANNERS | PROMOS  
GRAPHIC DESIGN  
APPAREL | GIFTS

WINDOW  
TINTING  
**\$3250.00**

DECAL  
REMOVE OLD  
REPLACE  
**\$695.00**

REMOVE VINYL  
ON RED AWNING  
ATTACH WOOD TO MATCH  
SMALL SHAPE CUT LETTERS  
**\$950**



OR PAINTED?

**\*\*Please note that the image shown is for reference only; the colors shown may vary slightly from the actual finished product. Also be sure to proof any spelling, sizing, etc. By signing this approval sheet you confirm that the project is ready to move into production. The financial responsibility then moves to the signer/customer.**

**QUOTES ARE VALID FOR 15 DAYS**

**X**

SIGNATURE OF APPROVAL

DATE

05/13/25, 9:42 AM

QUOTED  
BY:

MANDY THOMAS, Owner  
701.351.2525 Cell 701.662.4301 Office  
xtremesignsdl@gmail.com  
401 6th ST SE | Devils Lake, ND 58301

*Xtreme*  
SIGNS &  
GRAPHIX

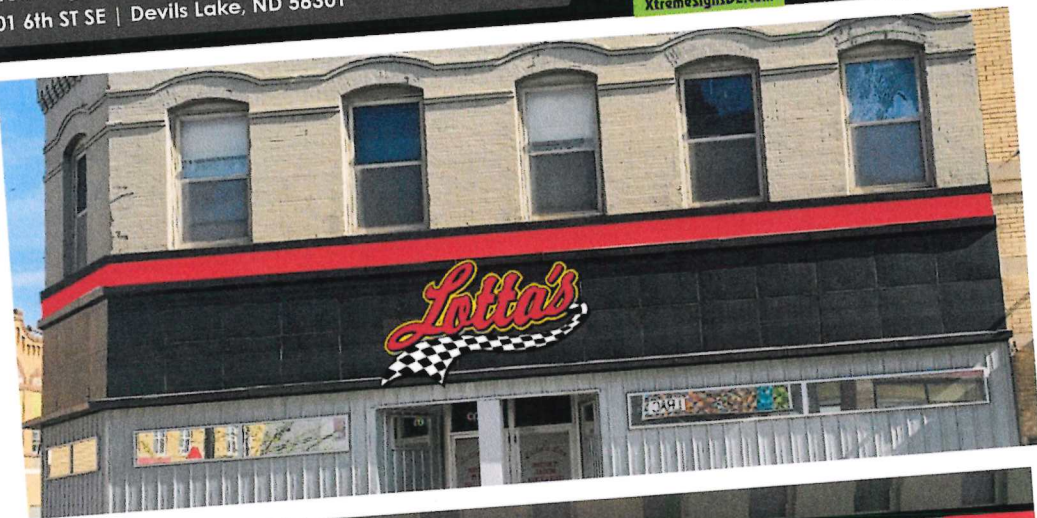
**XSG**

XtremeSignsDL.com

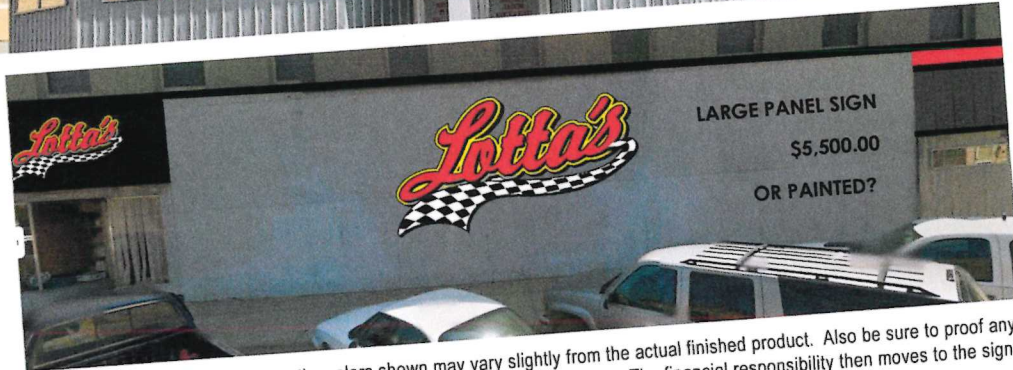
SIGNS | DECALS  
BANNERS | PROMOS  
GRAPHIC DESIGN  
APPAREL | GIFTS

05/13/25

LIGHTED  
SIGN  
\$16,500.00



SMALL  
PANEL SIGN  
5' X 9'  
\$1215.00  
INSTALLED



LARGE PANEL SIGN  
\$5,500.00  
OR PAINTED?

\*\*Please note that the image shown is for reference only; the colors shown may vary slightly from the actual finished product. Also be sure to proof any spelling, sizing, etc. By signing this approval sheet you confirm that the project is ready to move into production. The financial responsibility then moves to the signer/customer.

QUOTES ARE VALID FOR 15 DAYS

X

SIGNATURE OF APPROVAL

DATE



To: **Devils Lake Jobs Development Authority**

From: **Brady Ash, Forward Devils Lake**

Date: **May 27, 2025**

Re: **Head Over Heels**

---

Head Over Heels received a loan from the Small Business Revolving Loan Fund and payments started via ACH on July 1, 2023. Payments were made in a satisfactory manner through October 2024. Monthly payments are \$166.66, and a total of \$17,166.78 remains. Contact with the business owner was attempted via phone call, letters and emails, with unfortunately no response received.

The City Attorney was contacted on February 5, 2025, to address the unsatisfaction of terms. Mr. Sayler sent a notification via certified mail on February 27, 2025, to notify the business owner of delinquency and make attempt to collect the remaining funds owed. We did not receive the funds within the allotted time frame as stated in Mr. Sayler's letter.

It should be noted that Mr. Sayler has initiated the next step towards collecting the remaining note amount. We will continue to provide updates to the JDA as appropriate.

**MEETING MINUTES OF THE CITY COMMISSION  
OF THE CITY OF DEVILS LAKE, ND  
MAY 19, 2025**

The regular meeting of the Devils Lake City Commission was held on May 19, 2025 with the following members present: President Moe and Commissioners Hach, Knowski, Pierce, and Uhlenkamp.

**MEETING ITEMS**

- 1) Call to Order
- 2) Approval of Minutes – May 05, 2025

Commissioner Hach made a motion to approve the minutes from the May 05, 2025 City Commission meeting. Commissioner Pierce seconded the motion, and the motion was approved unanimously.

**AWARDS AND PROCLAMATIONS**

**PUBLIC HEARINGS – 5:30 PM**

**BID OPENINGS – 5:30 PM**

**VISITORS OR DELEGATIONS**

**COMMISSION PORTFOLIOS**

Commissioner Pierce – The Fire Chief said they are working on fixing the generator at the station. He said the generator is about as old as the building. He said they have an open position in the department. Commissioner Pierce asked if they had adequate volunteers for the Fill the Boot Campaign. The Fire Chief said they would take as many volunteers as they could get.

Commissioner Pierce said he has been in talks with people from the F5 project about transitional housing opportunities and potential locations in the community. He said there is an LEC meeting on Wednesday and the LEC Board will be working with their attorney on potential land acquisition opportunities.

Commissioner Uhlenkamp – The City Engineer said this week is national Public Works Week. He said there will be a grill out lunch at the Public Works facility on Friday to show appreciation to those employees. He added that there is a lot of preparation at the Cemetery in advance of Memorial Day.

Commissioner Uhlenkamp asked about potential sites for the possible relocation of the Police Department. She mentioned the Good Samaritan Building and the Western Equipment Finance

Building. The Mayor said he and City staff are continuing to look at possible buildings and would bring forward a variety of options to the City Commission. He reinforced that despite some community rumors, there is not going to be a new City Hall built. The City Administrator said the team at City Hall is compiling a list of all options and is casting a wide net, with the hope that the City Commission would be able to progressively eliminate options in advance of choosing a final location. The Mayor said public input will be good to get to help select a location.

Commissioner Hach – The City Engineer said they are assisting with putting in the new docs out at Lakewood for the Wheelchairs for Walleye's project.

Commissioner Knowski – The City Engineer said they are working on some hydrant flushing in the Utilities Department. He said they are doing some annual maintenance up at the water plant as well.

Mayor Moe – The Police Chief said they have a patrol position open in the department.

The City Administrator thanked the Commission for their work and expressed his appreciation for support the City Commission provides City staff.

The Airport Manager said they received news from the FAA that they will be getting \$1.6 million in Airport Improvement Project funding due to increased boarding numbers.

The City Attorney said everything was going well at his office.

Mayor Moe said he and a few other community members attended the Altru Community Partners Meeting in Grand Forks last week. He said they got a lot of great updates on what Altru is doing and planning for in Grand Forks and Devils Lake. He said he has plans next week to have coffee with Tanner White who will be the new president of the Devils Lake Hospital.

1) Engineering: Recommend Award of Bid – 2025 Asphalt and Concrete Street Repair

Commissioner Knowski made a motion to award the bid for 2025 Asphalt and Concrete Street Repair to Tri-State Paving in the amount of \$116,900. Commissioner Hach seconded the motion, and the motion was approved unanimously on a roll call vote.

2) Engineering: Recommend Award of Bid – 2025 Curb Gutter & Sidewalk

Commissioner Pierce made a motion to award the bid for 2025 Curb Gutter & Sidewalk to Lakeview Construction in the amount of \$54,295.25. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously on a roll call vote.

3) Sanitation: Recommend Award of Bid – Automated Refuse Truck

The City Engineer said they held the required public input meeting for the potential USDA financing and/or grant. He recommended getting the warranty on the truck for an additional

roughly \$6,000. He said the City would not have to pay for the truck until it takes possession of it, which is estimated to be around September or October of 2026.

Commissioner Knowski asked what the contingency plan would be if this new automated truck broke down and was not available for an extended period. The City Engineer said they are intending to modify the existing rear-load trucks with tippers, so cans could still automatically be dumped. He said a sanitation worker would need to manually move the can so the tipping arms could grab onto the can and dump it into the truck. He said over the long-term they would look to get a second truck.

Commissioner Knowski asked about the future size of the cans. The City Engineer said the City would purchase the can and then be distribute to residents. He said the City would use potential USDA low interesting financing for the new vehicle and use around \$300,000 in existing equipment reserve resources for the cans and tippers. The City Engineer said in all likelihood it would be recommended that the City offer 64 gallon and 96 gallon options.

Commissioner Pierce said the logistics appear to be extensive and that he would like as much information when available so he can answer questions from local citizens. The City Administrator said everything up to now has been the easier part of the process and if the City Commission accepts the bid and moves forward with the project, the hardest part will be the execution, which will be everything moving forward. He said City staff will work hard to make the disrupting process as smooth as possible and work to reflect well upon the City of Devils Lake.

Commissioner Pierce made a motion to award the bid for the Automated Refuse Truck to Sanitation Products, Inc. in the amount of \$436,034. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously on a roll call vote.

#### 4) Fire: Recommend Award of Bid – Tree Trimming

Commissioner Knowski made a motion to award the bid for Tree Trimming to Angry Beaver Tree Services, LLC. Commissioner Hach seconded the motion, and the motion was approved unanimously on a roll call vote.

### **OLD BUSINESS**

### **CONSENT AGENDA**

### **NEW BUSINESS**

- 1) Resolution Designating Polling Location for Special Election to be Held July 22, 2025

Commissioner Uhlenkamp made a motion to approve the resolution designating the Memorial Building as the polling location for the special election on July 22, 2025. Commissioner Knowski seconded the motion, and the motion was approved unanimously.

2) Approval of Ballot Language for Special Election on July 22, 2025

Commissioner Pierce made a motion to approve the ballot language for the special election on July 22, 2025. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously.

3) Contract for Collection of City Sales, Use and Gross Receipts Taxes with Office of State Tax Commissioner

Commissioner Hach made a motion to approve the contract with the Office of the State Tax Commissioner. Commissioner Knowski seconded the motion, and the motion was approved unanimously.

4) Property Transfer via Quit Claim Deed to Jobs Development Authority

Commissioner Knowski made a motion to transfer lots one (1) and two (2), Outlot D, Smith Sub Replat, City of Devils Lake, Ramsey County, North Dakota from the City of Devils Lake to the Devils Lake Jobs Development Authority. Commissioner Hach seconded the motion, and the motion was approved unanimously.

5) Second Reading Ordinance 1012: Section 8.08.010 – Definitions

Commissioner Hach made a motion to approve Ordinance 1012. Commissioner Pierce seconded the motion, and the motion was approved unanimously.

6) Second Reading Ordinance 1013: Section 8.08.050 – Maintenance of Blighted Structures Unlawful

Commissioner Knowski made a motion to approve Ordinance 1013. Commissioner Hach seconded the motion, and the motion was approved unanimously.

7) Second Reading Ordinance 1014: Section 8.08.070 – Removal by Police Department or Another City Entity, Agent, or Designee

Commissioner Uhlenkamp made a motion to approve Ordinance 1014. Commissioner Knowski seconded the motion, and the motion was approved unanimously.



8) Second Reading Ordinance 1015: Section 8.012.020 – Sanitation Requirements

Commissioner Pierce made a motion to approve Ordinance 1015. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously.

9) Ordinance 1016: Chapter 8.32 – Blighted or Substandard Buildings or Structures

Commissioner Knowski made a motion to approve Ordinance 1016. Commissioner Pierce seconded the motion, and the motion was approved unanimously.

10) Second Reading Ordinance 1017: Section 8.32.011 – Definition of Blighted Structures

Commissioner Uhlenkamp made a motion to approve Ordinance 1017. Commissioner Hach seconded the motion, and the motion was approved unanimously.

11) Second Reading Ordinance 1018: Section 8.32.012 – Maintenance of Blighted Structure Unlawful

Commissioner Pierce made a motion to approve Ordinance 1018. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously.

**CITIZEN COMMENT**

**INFORMATIONAL ITEMS**

- April 2025 Financial Report

**LIST OF BILLS**

Commissioner Knowski made a motion to approve the list of bills as submitted. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously on a roll call vote.

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**SPENCER HALVORSON**  
**CITY ADMINISTRATOR/AUDITOR**

---

**JIM MOE**  
**PRESIDENT OF CITY COMMISSION**

To: Devils Lake City Commission

From: Spencer Halvorson, City Administrator/Auditor

Date: May 30, 2025

Re: Sales Tax Initiative and Police Department Relocation Strategy

---

Please consider this memo as a brief update on the City's sales tax initiative, election administration, and police department relocation strategy and engagements.

City staff is actively working on the creation of concise documents and deliverables to inform residents about the special election on July 22, 2025. We will post these informational items on the City's website, social media, and the Devils Lake Journal the week of June 9 – 13.

Absentee ballots will be available on Monday, June 02. Residents who would like an absentee ballot first need to fill out an absentee ballot request form. Upon receiving that form, City staff will mail them an absentee ballot. Directions on how to properly fill out and return the absentee ballot will be included with the ballot.

A major need that is sought to be addressed as part of the sales tax proposal is the relocation of the Police Department outside of the Law Enforcement Center. The scope and size for such a relocation needs to be determined as options for consideration are proposed and progressively eliminated. The Ramsey County Sheriff's Office is currently in the same building as the Devils Lake Police Department.

Under the leadership of Mayor Moe, the City has started initial conversations with pertinent Ramsey County officials regarding their thoughts for the long-term location of the Sheriff's Office in the effort to get clarity from them regarding the prospect of potentially joining the Devils Lake Police Department at a new site. Whether the City buys an existing building or builds a new facility for the Police Department, knowing whether the Ramsey County Sheriff's Office would entertain a partnership is necessary to establishing the scope and size needed for such a facility. More dialogue on this front is expected in the weeks ahead.

**To: Devils Lake Jobs Development Authority**  
**423 6<sup>th</sup> St NE**  
**Devils Lake, ND 58301**

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

**Re: Line of Credit from City of Devils Lake to Devils Lake Jobs Development Authority**

We hereby authorize the Devils Lake Jobs Development Authority (JDA) to draw on the financial resources of the City of Devils Lake up to an aggregate amount of \$1,800,000.

The purpose of this line of credit is to cover the expenses associated with the North Dakota Housing Finance Agency Single Family Pilot Program and construction of four homes on the south side of Devils Lake. This line of credit is intended to serve as the financing resources for the (JDA) as they pay the developer, contractor, and other vendors during the construction of the four homes until funds are received from the sale of the homes and the financial arrangements with the ND Housing Finance Agency conclude.

Invoices to vendors must be approved by the JDA or their executive committee (Forward Devils Lake Board of Directors). Standard support materials must be provided, and any additional information requested shall be presented before payment is issued.

Interest of 4% per day will be levied with this line of credit. The City reserves the right to reassess and/or levy additional or reduced fees or interest at any future City Commission meeting.

The line of credit shall expire once the homes are completed, sold, and the financial arrangements with the ND Housing Finance Agency conclude.

Approved by the Devils Lake City Commission at their meeting on June 02, 2025.

ATTEST:

CITY OF DEVILS LAKE

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

\_\_\_\_\_  
Jim Moe, President  
Devils Lake City Commission




## CITY OF DEVILS LAKE PARADE PERMIT

Date: 5/27/2025  
Name of Organization: City of Devils Lake  
Date of parade: July 4th, 2025  
Time parade is to begin: 10:00  
Diagram of the parade route:

As a part of this application I hereby agree to indemnify and hold harmless the City of Devils Lake, its agents and employees from and against all claims, damages, losses and expenses arising, either directly or indirectly, from the activity for which this permit is issued. It being further understood by me that the City of Devils Lake by approving said permit assumes no liability, responsibility or accountability for the activity or action which applicant proposes, the responsibility as hereinbefore stated, being solely the responsibility of me.

### NO FEE REQUIRED, BUT MUST RECEIVE PRIOR APPROVAL BY CHIEF OF POLICE

Signature of applicant:   
Print name of applicant: Nathan Bennett  
Contact person: City of Devils Lake  
Daytime phone number: 701-662-3913  
Mailing address: 621 college dr. N Devils Lake ND 58301

\*\*\*\*\*  
Date: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

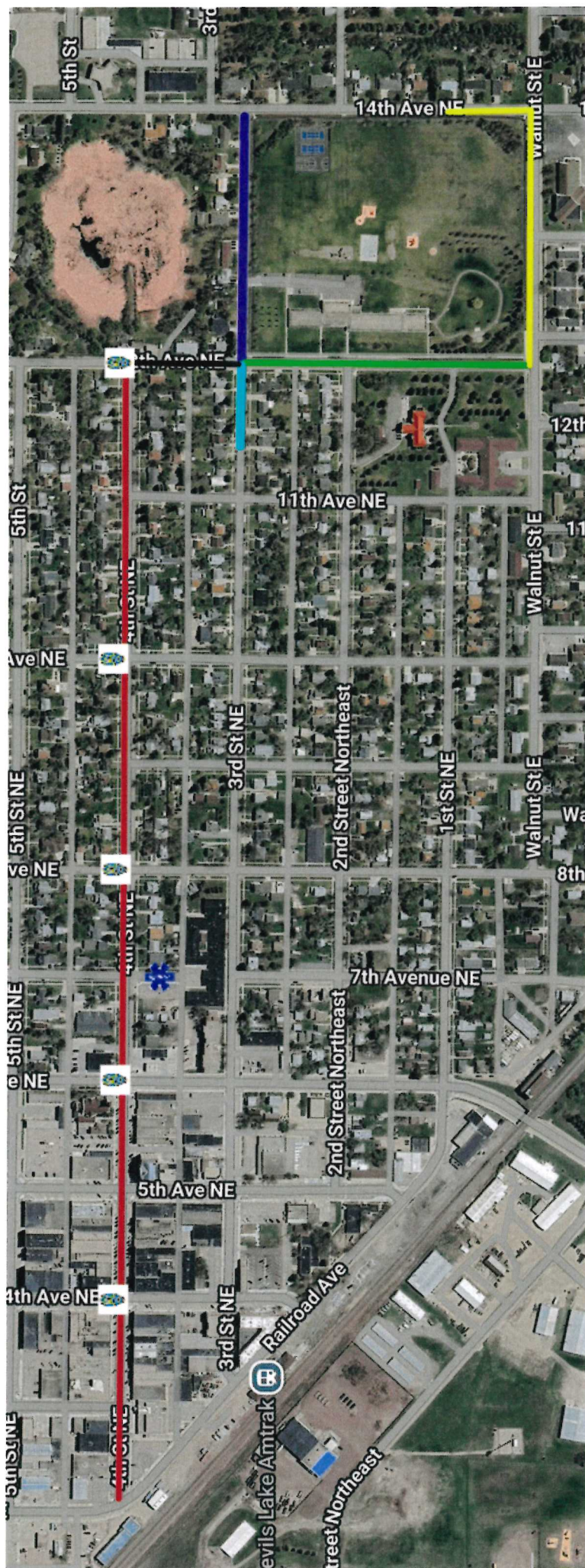
\_\_\_\_\_  
Police Chief

\*\*\*\*\*  
Date: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

\_\_\_\_\_  
City Administrator

(Rev. 3/15)





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



**To:** President Moe and City Commissioners

**From:** Mike Grafsgaard, City Engineer/Public Works Director 

**Date:** May 28, 2025

**Re:** Recommendation of Approval of Temporary Construction Easement

---

The ND Department of Transportation is requesting a temporary construction easement for a pathway improvement project they are completing. A portion of this improvement will cross a section of the City embankment from Hwy 20 S to the water treatment plant. The US Army Corps of Engineers is aware of this work and the appropriate paperwork has been submitted to them for approval. Construction of the project is planned for 2026.

I recommend the City Commission approve the attached temporary construction easement at no cost to the Department of Transportation.

**MEMORANDUM OF OFFER TO LANDOWNER**

North Dakota Department of Transportation  
Environmental & Transportation Services  
SFN 6777 (3-2017)

PCN

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Project  
NH-3-999(058)

County  
Ramsey

Parcel(s)

Exhibit A

Landowner(s)  
City of Devils Lake

Landowner Address  
PO BOX 1048

City  
Devils Lake

State  
ND

ZIP Code  
58301-1048

Valuation Type

☐ Appraisal☒ Waiver Valuation

Approved Compensation

Donation

On behalf of the North Dakota Department of Transportation, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Notes

City of Devils Lake has agreed to donate this parcel for the use of a Temporary Construction Easement.

ROW AGENT

Name (Type or Print)  
Chris Erickson

Agency  
KLJ Engineering

Signature  
*Chris Erickson*

Date  
5-27-2025

NDDOT MANAGEMENT APPROVAL

Name (Type or Print)  
Raymond Barchenger/Program Manager

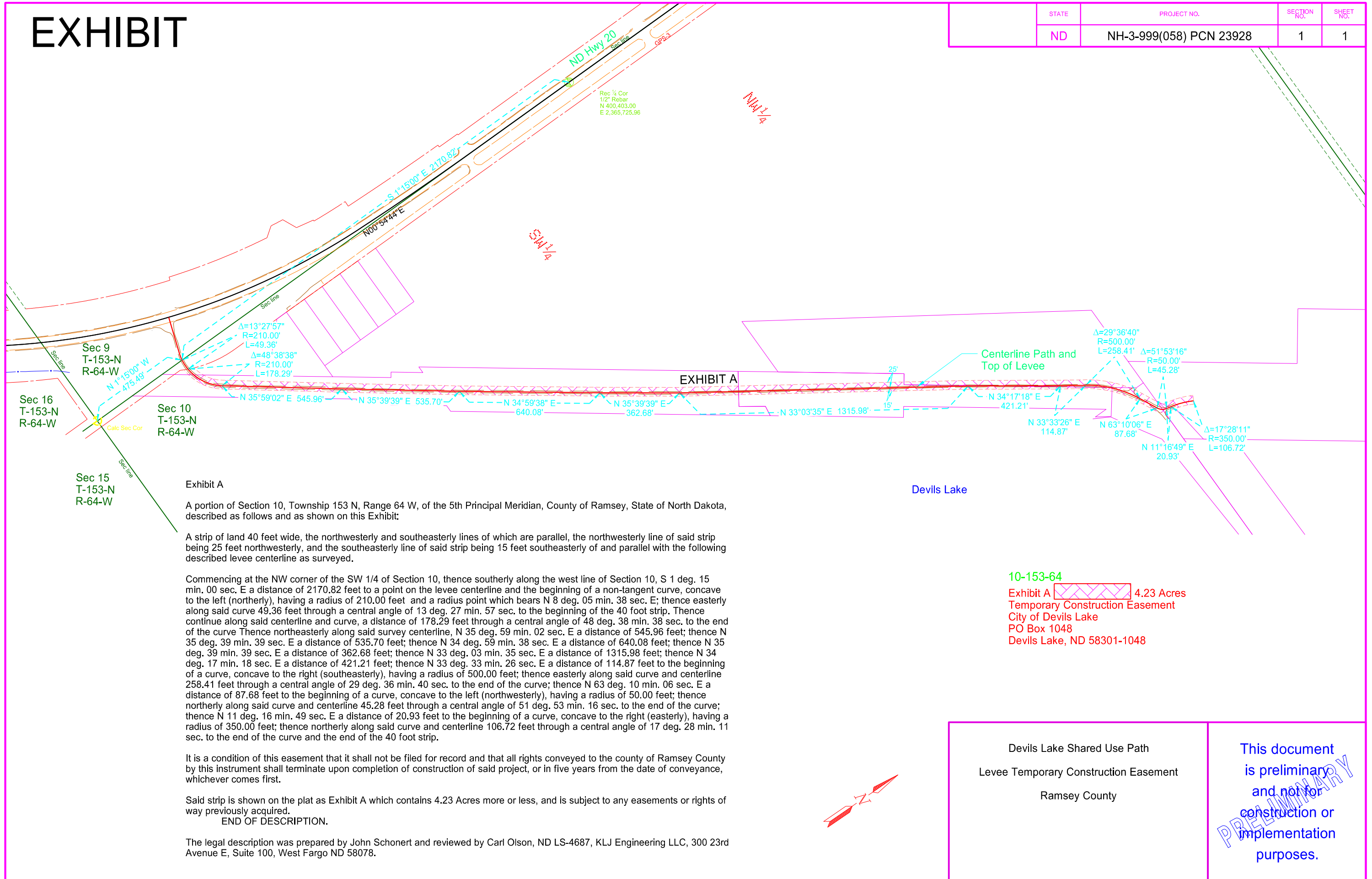
Signature

Date



# EXHIBIT

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	NH-3-999(058) PCN 23928	1	1





## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation  
Environmental & Transportation Services  
SFN 61188 (3-2020)

PCN

2	3	9	2	8
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Addendum to:

- ☒ Memorandum of Offer      Page 2    of 2  
☐ Memorandum Agreement    Page      of

Project NH-3-999(058)
County Ramsey
Parcel(s)  Exhibit A

Landowner Name(s) (Type or Print) City of Devils Lake By, Jim Moe Its, Mayor, President of City Commission	Initial	Date
---	---------	------

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---

Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Temporary Acquisition	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
Exhibit A	Construction Easement	4.23	X	Donation	=	Donation

Total Temporary Parcel Value	Donation
Total Temporary Compensation	Donation

Compensation Breakdown	
Total Permanent Compensation	
Total Temporary Compensation	
Total Curb Ramp Compensation	
Fencing	
Damages	
Total Compensation Due	Donation

# MEMORANDUM AGREEMENT

North Dakota Department of Transportation  
Environmental & Transportation Services  
SFN 6776 (3-2020)

PCN

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Project NH-3-999(058)
County Ramsey
Parcel(s)  Exhibit A

Landowner Name(s) City of Devils Lake			
Landowner Address PO BOX 1048	City Devils Lake	State ND	ZIP Code 58301-1048

**Executed Document(s)** (check all applicable): ☒ Temporary Construction Easement, ☒ Agreement for Entry Without Compensation,  
☐ Warranty Deed, ☐ Subordination of Rights, ☐ Permanent Maintenance Easement, ☐ Other Type(s)

Date Executed	Total Compensation  Donation
---------------	------------------------------------

The Landowner(s), listed above, did execute a document on the date listed above, conveying to the state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as (NDDOT), the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

## Check and initial the following applicable terms of this agreement

Landowner(s) Initials

<input type="checkbox"/>	1. The state assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction.	
<input type="checkbox"/>	2. feet of fence to be moved by the owner prior to construction of the highway.	
<input type="checkbox"/>	3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.	
<input type="checkbox"/>	4. NDDOT will not maintain any service road except those shown on the right of way plat.	
<input type="checkbox"/>	5. Access will be provided throughout the construction process.	
<input type="checkbox"/>	6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.	
<input type="checkbox"/>	7. The Landowner(s) shall inform any and all tenant(s) of proposed work.	

Additionally City of Devils Lake Agrees to donate this parcel for the use of a Temporary Construction easement.	Landowner(s) Initials
--	-----------------------

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

The NDDOT director, or his/her assigns, must approve all settlements. NDDOT will notify the Landowner(s) in writing **if this settlement is not approved**. Payment by the state must await approval of title and processing of a voucher and warrant through the offices of the state auditor and treasurer. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.****LANDOWNER**

Name (Type or Print) City of Devils Lake By, Jim Moe Its, Mayor, President of City Commission	
Signature	Date

**WITNESS**

Name (Type or Print)	
Signature	Date

**ROW Agent**

Name (Type or Print) Chris Erickson	
Agency/Firm KLJ Engineering	
Signature	Date

**NDDOT ROW Agent**

Name (Type or Print) Cailey Hanneman	
Signature	Date

**NDDOT Management Approval**

Name (Type or Print) Raymond Barchenger/Program Manager	
Signature	Date

## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation  
Environmental & Transportation Services  
SFN 61188 (3-2020)

PCN

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Addendum to:

- ☐ Memorandum of Offer      Page      of  
☒ Memorandum Agreement      Page 3      of 3

Project NH-3-999(058)
County Ramsey
Parcel(s)  Exhibit A

Landowner Name(s) (Type or Print) City of Devils Lake By, Jim Moe Its, Mayor, President of City Commission	Initial	Date
---	---------	------

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---

Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Temporary Acquisition	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
Exhibit A	Construction Easement	4.23	X	Donation	=	Donation

Total Temporary Parcel Value	Donation
Total Temporary Compensation	Donation

Compensation Breakdown	
Total Permanent Compensation	
Total Temporary Compensation	
Total Curb Ramp Compensation	
Fencing	
Damages	
Total Compensation Due	Donation

**NOTIFICATION AND APPRAISAL WAIVER**

North Dakota Department of Transportation  
Environmental & Transportation Services  
SFN 60794 (9-2024)

PCN

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Project NH-3-999(058)
County Ramsey
Parcel(s)  Exhibit A

Landowner(s) City of Devils Lake			
Landowner(s) Address PO BOX 1048	City Devils Lake	State ND	ZIP Code 58301-1048

State and federal laws require just compensation be established and that a prompt written offer be made to acquire your property for the full fair market value. In no event will the amount offered be less than the state's approved value. The NDDOT will provide you with a written summary of the value established as just compensation in your offer.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the North Dakota Department of Transportation (NDDOT) to construct the above-named highway project.

<b>Check One of the Following:</b>	
<input checked="" type="checkbox"/>	I/we do not wish to receive just compensation, but agree to donate the area, or a portion thereof, necessary for construction as shown on the plat(s).
<input type="checkbox"/>	I/we acknowledge payment is based on waiver valuation. (NDDOT minimum payment policy is \$300 for temporary acquisition or \$600 for permanent acquisition)
<input type="checkbox"/>	The acquisition was valued over \$15,000 but under \$35,000. I/we agree to receive the payment based on waiver valuation.
<input type="checkbox"/>	The acquisition was valued over \$15,000 but under \$35,000. I/we wish to have my property interest appraised. (Please note that if an Appraisal is requested, the appraised value will replace the value based on waiver valuation.) -In compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646), the owner or their designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property. I/we <input type="checkbox"/> do <input type="checkbox"/> do not wish to accompany the appraiser during the inspection of the property.
<input type="checkbox"/>	I/we acknowledge payment is based on the Appraisal and the opportunity was given to accompany the appraiser during the property inspection. (Appraisals are required if the acquisition is complicated or estimated to be over \$35,000.)

It is understood that any changes in these plans, adverse to our property, will make this agreement null and void.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**LANDOWNER(S)**

Name (Type or Print) City of Devils Lake By, Jim Moe Its, Mayor, President of City Commission		Name (Type or Print)	
Signature	Date	Signature	Date

ROW AGENT

Name (Type or Print) Chris Erickson	Agency/Firm KLJ Engineering
Signature	Date

**AGREEMENT FOR ENTRY AND CONSTRUCTION (NO COMPENSATION)**

North Dakota Department of Transportation  
Environmental & Transportation Services  
SFN 50882 (10-2017)

PCN

2	3	9	2	8
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Project  
NH-3-999(058)

Parcel(s)  
Exhibit A

Purpose of Project  
Creating a Shared Use path to allow pedestrians to travel safely.

Landowner(s)  
City of Devils Lake

Landowner(s) Address  
PO BOX 1048

City  
Devils Lake

State  
ND

ZIP Code  
58301-1048

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

WITNESSETH, that the Landowner(s), for and in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the NDDOT, the right to enter upon the property of the Landowner(s) for the purpose of the project stated above and as shown in plans on file with NDDOT. The parcel(s) of land is located in:

Location SW4	Section 10	Township 153	Range 64	County Ramsey
-----------------	---------------	-----------------	-------------	------------------

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.**

GRANTOR(S):

Name (Type or Print)  
City of Devils Lake  
By, Jim Moe  
Its, Mayor, President of City Commission

Signature

Date

WITNESS

Name (Type or Print)

Signature

Date

ROW AGENT

Name (Type or Print) Chris Erickson	
Agency KLJ Engineering	
Signature	Date

NDDOT APPROVAL

Name (Type or Print) Raymond Barchenger	
Title Program Manager	
Signature	Date



**TEMPORARY EASEMENT**

North Dakota Department of Transportation  
Environmental & Transportation Services  
SFN 5417 (1-2019)

Page 1 of 2

**TEMPORARY CONSTRUCTION EASEMENT**

PCN

2	3	9	2	8
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Project  
NH-3-999(058)

Parcel(s)

Exhibit A

Purpose of Easement (Check all that apply): ☒ Grading (including fills/cuts for driveway/highway, slope tie-ins/transitions)  
☐ Drainage ☐ Fencing ☐ Staging area ☒ Sidewalk and/or curb ramp improvements ☐ Other

Grantor(s)  
City of Devils Lake

Grantor(s) Address  
PO BOX 1048

City  
Devils Lake

State  
ND

ZIP Code  
58301-0148

Date

County  
Ramsey

This easement, between Grantor(s) whose name and address is listed above and state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as the NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by NDDOT, the receipt whereof is hereby acknowledge, hereby grant, unto NDDOT, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of North Dakota, and more specifically described as follows, to wit:

**Exhibit A**

A portion of Section 10, Township 153 N, Range 64 W, of the 5th Principal Meridian, County of Ramsey, State of North Dakota, described as follows and as shown on this Exhibit: A strip of land 40 feet wide, the northwesterly and southeasterly lines of which are parallel, the northwesterly line of said strip being 25 feet northwesterly, and the southeasterly line of said strip being 15 feet southeasterly of and parallel with the following described levee centerline as surveyed.

Commencing at the NW corner of the SW 1/4 of Section 10, thence southerly along the west line of Section 10, S 1 deg. 15 min. 00 sec. E a distance of 2170.82 feet to a point on the levee centerline and the beginning of a non-tangent curve, concave to the left (northerly), having a radius of 210.00 feet and a radius point which bears N 8 deg. 05 min. 38 sec. E; thence easterly along said curve 49.36 feet through a central angle of 13 deg. 27 min. 57 sec. to the beginning of the 40 foot strip. Thence continue along said centerline and curve, a distance of 178.29 feet through a central angle of 48 deg. 38 min. 38 sec. to the end of the curve Thence northeasterly along said survey centerline, N 35 deg. 59 min. 02 sec. E a distance of 545.96 feet; thence N 35 deg. 39 min. 39 sec. E a distance of 535.70 feet; thence N 34 deg. 59 min. 38 sec. E a distance of 640.08 feet; thence N 35 deg. 39 min. 39 sec. E a distance of 362.68 feet; thence N 33 deg. 03 min. 35 sec. E a distance of 1315.98 feet; thence N 34 deg. 17 min. 18 sec. E a distance of 421.21 feet; thence N 33 deg. 33 min. 26 sec. E a distance of 114.87 feet to the beginning of a curve, concave to the right (southeasterly), having a radius of 500.00 feet; thence easterly along said curve and centerline 258.41 feet through a central angle of 29 deg. 36 min. 40 sec. to the end of the curve; thence N 63 deg. 10 min. 06 sec. E a distance of 87.68 feet to the beginning of a curve, concave to the left (northwesterly), having a radius of 50.00 feet; thence northerly along said curve and centerline 45.28 feet through a central angle of 51 deg. 53 min. 16 sec. to the end of the curve; thence N 11 deg. 16 min. 49 sec. E a distance of 20.93 feet to the beginning of a curve, concave to the right (easterly), having a radius of 350.00 feet; thence northerly along said curve and centerline 106.72 feet through a central angle of 17 deg. 28 min. 11 sec. to the end of the curve and the end of the 40 foot strip.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the county of

Ramsey County by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first. Said strip is shown on the plat as Exhibit A which contains 4.23 Acres more or less, and is subject to any easements or rights of way previously acquired.

**END OF DESCRIPTION.**

The legal description was prepared by John Schonert and reviewed by Carl Olson, ND LS-4687, KLJ Engineering LLC, 300 23rd Avenue E, Suite 100, West Fargo ND 58078.

This easement grants to the NDDOT, the right of ingress and egress for the purpose of this project as stated above, so long as this easement shall remain in full force and effect. This easement does not change the current use of the subject parcel(s).

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with NDDOT's use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and NDDOT by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first. If an easement is necessary for more than one construction year, the temporary easement payment (as shown on the compensation and parcel breakdown within the memorandum agreement) will be made for each additional year of construction, up to four years.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.**

**GRANTOR(S)**

Name (Type or Print) City of Devils Lake By, Jim Moe Its, Mayor, President of City Commission	
Signature	Date

**WITNESS**

Name (Type or Print)	
Signature	Date

**ROW AGENT**

Name (Type or Print) Chris Erickson	
Agency/Firm KLJ Engineering	
Signature	Date

**NDDOT APPROVAL**

Name (Type or Print) Raymond Barchenger	
Title Program Manager	
Signature	Date

# NDDOT TITLE VI PUBLIC PARTICIPATION SURVEY

North Dakota Department of Transportation, Civil Rights  
SFN 60149 (3-2022)

## PLEASE USE DARK INK AND PRINT CLEARLY

The Civil Rights Act of 1964 and related nondiscrimination authorities require the North Dakota Department of Transportation to ensure everyone has the opportunity to comment on the transportation programs and activities that may affect their community.

To help with that, we ask that you respond to the following questions. You are not required to disclose the information requested in order to participate. Any information provided to the NDDOT will be retained solely for the purpose of collecting statistical data to ensure inclusion of all segments of the population affected by transportation programs and activities.

<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/>	<b>Disability:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Age:</b> <input type="checkbox"/> Under 18 <input type="checkbox"/> 18-40 <input type="checkbox"/> 41-65 <input type="checkbox"/> 65+	
<b>Race:</b> <input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> _____ <input type="checkbox"/> Black/African American	
<b>Language Most Frequently Spoken in your Home:</b> <input type="checkbox"/> Spanish <input type="checkbox"/> Vietnamese <input type="checkbox"/> Japanese <input type="checkbox"/> German <input type="checkbox"/> Arabic <input type="checkbox"/> Other Slavic Language <input type="checkbox"/> Other African Language <input type="checkbox"/> Russian <input type="checkbox"/> English <input type="checkbox"/> Chinese <input type="checkbox"/> Other India Language <input type="checkbox"/> _____	
<b>Do you receive public assistance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>How did you hear about this event?</b> <input type="checkbox"/> Internet <input type="checkbox"/> NDDOT Contact <input type="checkbox"/> Television <input type="checkbox"/> Radio <input type="checkbox"/> Newspaper <input type="checkbox"/> Advocacy Group <input type="checkbox"/> Mailing <input type="checkbox"/> Social Service Agency <input type="checkbox"/> _____	

### For Office Use Only

Event Date (MM/DD/YYYY)	City	County	Div/Dist Number	PCN
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	<div><div>3</div><div>7</div><div>2</div></div>	<div><div>0</div><div>3</div></div>	<div><div>0</div><div>3</div></div>	<div><div>2</div><div>3</div><div>9</div><div>2</div><div>8</div></div>

#### MPO:

- ☐ Bismarck-Mandan  
☐ Fargo-Moorhead Metro COG  
☐ Grand Forks-East Grand Forks

#### ROW:

- ☒ Negotiation  
☐ Relocation

#### Subrecipient:

- ☐ Yes  
☒ No




\*After you have completed this form, please place it in the designated location.



# Devils Lake SUP Connection

Orange and Yellow Alignment to be improved with NDDOT Project

## Legend

-  Dike Connection Alignment
-  Existing DL Gravel Bike Path
-  Frontage Road Alignment

Google Earth

Image © 2025 Airbus



4000 ft



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



**To:** President Moe and City Commissioners

**From:** Michael Grafsgaard, City Engineer 

**Date:** May 30, 2025

**Re:** City Project 250101 – SU-3-982(042) PCN 24297 - Amendment to CPM Agreement

---

The City recently awarded the construction contract to Central Specialties for the work that will take place on 14<sup>th</sup> St NE and 14<sup>th</sup> Ave NE. The City requested ND Department of Transportation perform the Construction Engineering Services for this project. The Amendment to the original agreement is attached.

I recommend award of the Contract Amendment to allow ND Department of Transportation to perform Construction Engineering Service for the above listed project.

**MEMO TO:** Chad Orn  
Deputy Director for Planning

**FROM:** Marohl, Sengaroun H., 328-4449  
Local Government Division

**DATE:** 05/28/2025

**SUBJECT:** Amendment to Cost Participation, Construction and Maintenance Agreement for Project SU-3-982(042) PCN 24297

This contract is an Amendment to Cost Participation, Construction and Maintenance (CPM) agreement with City of Devils Lake on 14<sup>th</sup> St & 14<sup>th</sup> Ave Overlay project.

Contract # 38250223A

- The city of Devils Lake requested that the NDDOT-Devils Lake District to perform Construction Engineering Services (CE) for this project.
- The Devils Lake District will be conducting CE services for this project.
- The NDDOT to bill City of Devils Lake for CE services.
- No one time changes on the standard agreement template.

38/sm

Contract routing:  
Seng Marohl - Contract Owner  
Stacey Hanson  
Derek Pfeifer  
Nicole Lagasse  
Mike Grafsgaard - Devils Lake City Engineer  
City of Devils Lake Officials  
Seng Marohl  
Legal  
Chad Orn

NDDOT Contract No. 38250223A

**North Dakota Department of Transportation**  
**AMENDMENT TO CONTRACT NO. 38250223**  
**Project No. SU-3-982(042)**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Devils Lake, hereinafter known as the Contractor, whose address is 423 6th St NE, Devils Lake, ND 58301.

WHEREAS, the parties entered into a contract on 3/23/2025; and

WHEREAS, The Contractor (City Of Devils Lake) has requested for NDDOT-Devils Lake District to perform construction engineering services for the 14th St & 14th Ave Overlay project ; and

WHEREAS, Devils Lake District will be conducting Construction Engineering Services for this project. NDDOT to bill City for Construction Engineering Services; and

NOW THEREFORE, the Contractor and NDDOT agree that Part II of the original agreement shall be revised as follow:

1.e. NDDOT will conduct Construction Engineering Services (CE) at cost to the city.

3.a. The LPA will be responsible for the cost of construction engineering services performed by NDDOT-Devils Lake District.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

COMPANY NAME

SIGNATURE

OFFICER'S NAME (TYPE OR PRINT)

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

SIGNATURE

TITLE

DATE

WITNESS:

NORTH DAKOTA DEPARTMENT  
OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

*M*

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Derek Pfeifer

*SH*

DIVISION DIRECTOR (TYPE OR PRINT)

*Derek Pfeifer*

SIGNATURE

05/28/25

DATE

CLA 52494 (Div. 06)  
L.D. Approved 5-19-00; 5-03





## Certificate Of Completion

Envelope Id: C34FB954-2E79-4356-857D-E83ACA60B410

Status: Sent

Subject: Contract #38250223A: Please DocuSign: Contract Amendment to CPM for Devils Lake 14th St & 14th Ave

Contract Number: 38250223A

PCN: 24297

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

Sengaroun Marohl

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

smarohl@nd.gov

IP Address: 165.234.92.125

## Record Tracking

Status: Original

Holder: Sengaroun Marohl

Location: DocuSign

5/28/2025 8:41:54 AM

smarohl@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: Docusign

Transportation CLOUD

## Signer Events

### Signature

### Timestamp

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication  
(None), Authentication

*St*

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 5/28/2025 8:57:16 AM

Viewed: 5/28/2025 9:00:40 AM

Signed: 5/28/2025 9:01:36 AM

### Authentication Details

SMS Auth:

Transaction: d0c3ff76-7fea-4197-8a6b-84308cf10f58

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 5/28/2025 9:00:33 AM

Phone: +1 701-527-8879

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Derek Pfeifer

ddpfeifer@nd.gov

Local Gov Eng

Security Level: Email, Account Authentication  
(None), Authentication

*Derek Pfeifer*

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 5/28/2025 9:01:38 AM

Viewed: 5/28/2025 2:52:00 PM

Signed: 5/28/2025 3:07:08 PM

### Authentication Details

SMS Auth:

Transaction: b2db39f5-c075-4b6e-9a4c-0239a326ad6e

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 5/28/2025 2:51:55 PM

Phone: +1 701-471-5516

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Security Level: Email, Account Authentication (None), Authentication	  Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 5/28/2025 3:07:10 PM Viewed: 5/28/2025 5:25:38 PM Signed: 5/29/2025 8:49:45 AM

**Authentication Details**

SMS Auth:  
Transaction: ec0eb6ca-8803-4937-957a-71f354ca046c  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 5/28/2025 5:25:31 PM  
Phone: +1 701-954-8712

SMS Auth:  
Transaction: 12102cdc-0323-4b3d-a158-8dabf86f5e27  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 5/29/2025 8:02:00 AM  
Phone: +1 701-954-8712

SMS Auth:  
Transaction: 83297dc4-62a1-4e33-9e06-5897c9d2d824  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 5/29/2025 8:49:27 AM  
Phone: +1 701-954-8712

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sengaroun Marohl  
smarohl@nd.gov  
Security Level: Email, Account Authentication (None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Clint Morgenstern  
cdmorgenstern@nd.gov  
Security Level: Email, Account Authentication (None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Chad Orn  
corn@nd.gov  
Security Level: Email, Account Authentication (None), Authentication

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lindsey Jakobsen ljakobsen@nd.gov Security Level: Email, Account Authentication (None), Authentication		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 165.234.252.245	Sent: 5/28/2025 8:42:00 AM Viewed: 5/28/2025 8:44:18 AM Completed: 5/28/2025 8:57:15 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Michael Grafsgaard mikeg@dvln.d.com Security Level: Email, Account Authentication (None)		Sent: 5/29/2025 8:49:46 AM Viewed: 5/29/2025 1:27:54 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2025 8:42:00 AM
Envelope Updated	Security Checked	5/28/2025 8:57:16 AM
Envelope Updated	Security Checked	5/28/2025 8:57:16 AM
Envelope Updated	Security Checked	5/28/2025 8:57:16 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	5/28/2025 8:57:16 AM
Envelope Updated	Security Checked	5/28/2025 8:57:16 AM
Envelope Updated	Security Checked	5/28/2025 8:57:16 AM
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Envelope Updated	Security Checked	5/28/2025 8:57:16 AM
Envelope Updated	Security Checked	5/28/2025 8:57:16 AM

Payment Events	Status	Timestamps
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## Employee Assistance Program

### Full-Service Contract for EAP Services

The following is a contract between CITY OF DEVILS LAKE and THE VILLAGE FAMILY SERVICE CENTER [Village EAP].

WHEREAS, The Village EAP is engaged in offering personal assistance to employees of business, industry and agencies and their household members, and WHEREAS, City of Devils Lake desires to participate in this program:

THEREFORE, the Village EAP and City of Devils Lake agree to the following:

1. The Village EAP agrees to provide the following:
  - a. A Household Aggregate Model Employee Assistance Program (EAP). The Village EAP shall make available to each covered current full or part time employee, a quantity of sessions equal to the number of household members times (x) 4. (Example: 5 household members times (x) 4 sessions per household member equals 20 available sessions for the household.) No household will have less than 8 available sessions. A household member may be a spouse, child, parent, partner, stepchild, child outside the home going to school, or an individual not related but living in the home. Coverage may be provided in some unique cases where an individual is outside of the home, but still maintains the same permanent address as the individual primarily covered by the Village EAP. These sessions include access to a full range of short-term, non-diagnostic counseling and services available at the Village EAP. If referred outside of the Village EAP for medical or other reasons, it is the responsibility of the household member to arrange payment for the service. (Service may be covered by personal health insurance or other sources.) Sessions may be applied towards face-to-face short term, non-diagnostic counseling, financial counseling, legal counseling, wellness/education, 24/7 access to counselors for in-the-moment telephonic support, and Chemical Dependency Assessments/education.
  - b. Formal referral process is available for:
    - 1) Job performance issues
    - 2) Violation of Companies' Drug Free Workplace policy
    - 3) For employees falling under DOT (Department of Transportation) regulations, The Village EAP will locate and provide referrals to SAP (Substance Abuse Professional) that meets the requirements of federal regulations.
  - c. 2 hours of tailored web-based or on-site employee or management training and /or crisis management services to meet the needs of City of Devils Lake. Additional hours may be purchased at the current reduced EAP rate.

- d. Training hours available in the City of Devils Lake contract may also be used to have an EAP professional assist your organization(s) in integrating EAP services with work-life, human capital, and wellness programs in order to provide a linked, comprehensive delivery of services. The Village EAP professionals, upon request, will attend via teleconference or web-based, department or committee meetings and provide input and coordination of EAP services. Training programs are the work product of the Village EAP and are not for the use of the City of Devils Lake in any way outside the scope of this Agreement, nor shall this Agreement be construed as a license for City of Devils Lake to use or reproduce EAP materials.
- e. The Village EAP's consulting services are at the current reduced EAP rate to City of Devils Lake.
- f. Orientation sessions for management/supervisory staff in dealing with troubled employees and using the Village EAP.
- g. Orientation sessions for employees to explain the Village EAP program, how it is used, and the services offered. Sessions are scheduled to encourage 100% participation.
- h. Travel expenses for covered orientations within ND, SD, and MN are the sole responsibility of The Village EAP. Travel expenses for covered training and/or crisis management services shall be shared by the parties as follows: lodging and food will be the responsibility of The Village EAP; transportation costs shall be paid by City of Devils Lake. Travel expenses for non-covered training and/or crisis management services are the sole responsibility of City of Devils Lake.
- i. Toll-free Supervisor Helpline providing phone consultation to supervisors/managers in dealing with troubled employees. Supervisor Helpline services will be provided by Village EAP professionals.
- j. Monthly employee newsletters focused on work-related issues, personal wellness, and family dynamics.
- k. Quarterly supervisor newsletters focused on leadership guidance.
- l. Semi-annual statistical reports on program utilization.
- m. Services to an employee for ninety (90) days following termination/disability from City of Devils Lake.
- n. Promotional materials or other appropriate information to encourage use of the program.

2. City of Devils Lake agrees to provide the following:

- a. Endorse the Village EAP program and incorporate it into existing personnel policies and procedures.
- b. Provide space in the workplace and consistently promote EAP services to encourage program use.

- c. Ensure employees receive informational materials, monthly newsletters, quarterly supervisor newsletters and EAP program updates.
  - d. Designate one or more employee contacts to serve as liaison with the Village EAP and to keep direct open communication between the two groups. Assist in implementing the program, promote usage and additional duties such as submitting FTE counts and contract management.
  - e. Provide an opportunity for all management, supervisory personnel, and employees to participate in orientations and training.
3. The terms of the contract shall be from June 1, 2025 to May 31, 2028 at a cost of \$30.00 per year per Full-Time Equivalent employee (FTE) for 67 FTE employees. Total first year contract cost is \$2,010.00 and will be paid annually at the beginning of the contract year or as determined. FTE's will be confirmed annually.
4. This contract automatically renews annually after the dates listed in #3 or until a new contract is executed, except that either party may terminate this agreement upon sixty (60) days written notice to the other party and confirmation by said party. FTE count will be updated yearly, and City of Devils Lake will be required to provide current FTE count to their Village EAP Account Executive or Village Business Office at [ContractRenewal@TheVillageFamily.org](mailto:ContractRenewal@TheVillageFamily.org), within 10 business days of the renewal date or contract will automatically continue/renew with a 10% increased FTE count for the upcoming year.
5. Both the Village EAP and City of Devils Lake shall maintain confidentiality of privileged information in accordance with applicable state and federal law. Identifying information about City of Devils Lake employees or household members using the program shall not be given out by the Village EAP under any circumstances unless the client signs an agreement authorizing the Village EAP permission to disclose such information, except in instances of risk/safety concerns or as required under state or federal law. The Village EAP will maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard protected client information.
- Both the Village EAP and City of Devils Lake shall maintain the highest ethical and legal standards in all phases of the program.
6. City of Devils Lake understands that the Village EAP does not provide counseling services through its own employees or employees of The Village outside North Dakota and Minnesota. The Village EAP contracts with licensed and insured affiliate providers "Affiliates" located throughout the United States. City of Devils Lake hereby consents to Affiliates providing counseling services to its employees and agrees to indemnify and hold harmless for any services, losses, expenses, damages, or injuries resulting from or arising out of services provided to City of Devils Lake or its employees by an Affiliate.

7. City of Devils Lake represents that it has been apprised of all states in which EAP counseling services are presently provided outside of its regional offices of North Dakota and Minnesota. While the Village EAP strives to provide services where City of Devils Lake employees are located, the Village EAP does not represent, warrant, or guarantee that it will provide services in all states when City of Devils Lake employees are located outside of its regional offices of North Dakota and Minnesota. These service areas are subject to change without notice to City of Devils Lake, and Village EAP is under no obligation to expand to states outside its current service areas.
8. City of Devils Lake agrees to indemnify and hold harmless the Village for actions, causes of action, suits, claims, judgments, settlements, liabilities, damages, penalties, losses, expenses, including without limitation, extra-contractual damages, court costs, attorney's fees, punitive and exemplary damages resulting from or arising out of any function under this Agreement, including but not limited to any services provided by an Affiliate, if the liability was the direct consequence of the action of the City of Devils Lake or Affiliate.

**THE VILLAGE FAMILY SERVICE CENTER**

2701 12<sup>th</sup> Ave S.  
Fargo, ND 58103

BY: \_\_\_\_\_

Title:

Date:

**CITY OF DEVILS LAKE**

PO Box 1048  
423 6th St. NE  
Devils Lake, ND 58301

BY: \_\_\_\_\_

Title:

Date:



**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**2-Jun-25**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
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**AIRPORT**

Capital One-Walmart	\$205.69
Dakota Implement-NAPA	\$19.17
Dominic Eritano	\$325.00
Halibrite	\$84.00
Midco	\$174.82
Newby's	\$375.97
Nutrien Ag Solutions	\$17.13
Stone's Mobile	\$1,839.90

**CITY**

Advanced Business Methods	\$109.14
AT & T	\$302.22
Bergstrom Electric	\$2,395.70
Capital One-Walmart	\$334.87
CHS-Devils Lake	\$50.00
Close Construction	\$432.00
CNH Industrial Accounts-High Plains Equipment	\$336.09
Corporate Technologies	\$3,935.00
Creative Impressions	\$1,310.44
Dakota Wash Master	\$4,680.00
Damond Brokke	\$203.00
David Rader	\$652.45
Devils Lake Public School	\$250.00
DevilsLake Park Board	\$43,653.67
Devin Grey Water	\$203.00
DL Chamber of Commerce/Tourism	\$38,943.34
Dominic Ebertz	\$37.00
Gessner Iron Works	\$27.84

**LIST OF BILLS FOR THE CITY OF DEVILS LAKE**  
**2-Jun-25**

<b>VENDOR</b>	<b>AMOUNT DUE</b>
Gessner Iron Works	\$1,583.51
Hawkins	\$13,059.10
Interstate Power Systems	\$1,692.70
Jayson Duciaume	\$68.00
JB Vending	\$141.55
Johnson Controls	\$828.73
Mid-Land Excavating	\$2,486.67
National Fire Protection Association	\$225.00
Newby's Ace Hardware	\$799.07
Nodak Electric	\$11,339.76
NDTC	\$1,541.56
Ottertail Power	\$20,356.72
Paul Poitra	\$90.00
Powerplan BF-RDO Equipment	\$488.84
Quadient Leasing	\$260.70
Ramsey County Recorder	\$48.00
Sanitation Products	\$113.60
Usable Life	\$462.90
USA Bluebook	\$182.43
Vestis/Aramark	\$1,064.08
Wallboard Displays-US	\$358.56
<b>TOTAL LIST OF BILLS</b>	<b>\$158,088.92</b>