



Monday, December 1, 2025
5:30PM CST

City Commission Meeting Agenda

Devils Lake City Hall Commission Chambers
423 6th St NE, Devils Lake, 58301

Meeting Items

- 1) Call to Order
- 2) Approval of Minutes – November 17, 2025

Awards and Proclamations

Public Hearings – 5:30 PM

Bid Openings – 5:30 PM

Visitors or Delegations

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

- 1) Lake Region District Health Unit – Opioid Settlement Fund Usage

Commission Portfolios

Old Business

Consent Agenda

New Business

- 1) First Reading – Ordinance 1028 – NDTC Franchise Agreement
- 2) First Reading – Ordinance 1029 – NDTC Franchise Agreement
- 3) First Reading – Ordinance 1030 – NDTC Franchise Agreement
- 4) First Reading - Ordinance 1031 - NDTC Franchise Agreement
- 5) First Reading - Ordinance 1032 - NDTC Franchise Agreement
- 6) Sale of Lot 1 Block 11 Roundhouse Subdivision
- 7) Pay Estimate #7 (Final) – City Project 250102 – Various Mill and Overlays
- 8) Pay Estimate #4 – City Project 250104 – Alleys and Parking Lots
- 9) Resolution to Create Street Improvement District 86-26 – City Project 260101
- 10) Resolution to Create Street Improvement District 87-26 – City Project 260102
- 11) North Central Housing Authority Yearly Contribution - 10% Payment in Lieu of Taxes (PILOT)

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 CITY COMMISSION
OF THE CITY OF DEVILS LAKE, ND
NOVEMBER 17, 2025**

The regular meeting of the Devils Lake City Commission was held on November 17, 2025, with the following members present: President Moe and Commissioners Hach, Pierce, and Uhlenkamp. Commissioner Knowski was absent.

MEETING ITEMS

- 1) Call to Order
- 2) Approval of Minutes – November 03, 2025

Commissioner Pierce made a motion to approve the minutes of the November 03, 2025, City Commission meeting. Commissioner Knowski seconded the motion, and the motion was approved unanimously.

AWARDS AND PROCLAMATIONS

PUBLIC HEARINGS – 5:30 PM

- 1) Final Plat for Smith's Second Addition Located on 16th St SE, Devils Lake

Commissioner Knowski made a motion to approve the final plat for Smith's second addition located on 16th St SE, Devils Lake. Commissioner Pierce seconded the motion, and the motion was approved unanimously.

- 2) Change in Zoning from Agricultural to Planned Unit Development – Outlot #05-0172

There was not action taken on this item and the recommendation from the Planning & Zoning Commission was to table the item.

BID OPENINGS – 5:30 PM

VISITORS OR DELEGATIONS

COMMISSION PORTFOLIOS

Commissioner Knowski – The City Engineer said that there is not an update for the Utility Department.

Commissioner Hach – The City Engineer said that there is not an update for the Sanitation Department. The Engineering Department is working on survey work for projects that will start next year.

The City Assessor said that he does not have an update.

Commissioner Uhlenkamp – She mentioned that there was a Library Board meeting last week, but she was unable to attend so does not have an update on that.

Commissioner Pierce – The Fire Chief said they have a hazmat awareness and operations test on November 23rd. He also said that they are working on minor physical improvements at the Fire Hall.

Commissioner Pierce said that on November 5th they had a shade tree meeting. He mentioned that they went over possibilities of different sizes of trees to order. He said that the City Administrator applied for a grant through the North Dakota Forest Service. The Shade Tree Committee is still looking at doing a tree planting event next year around Arbor Day. He also gave an update on the Downtown Planning Meeting that happened on November 12th.

President Moe – The Police Chief mentioned that they have one open position.

The City Administrator had nothing to report.

The City Attorney had nothing to report.

President Moe said he and the City Administrator attended an Altru Community Partners Event in Grand Forks earlier in the day. He provided an update on the ownership transfer of the hospital from Common Spirit to Altru Health System.

President Moe also mentioned the billboards that were put up for the basketball teams when they won State. It was asked what the thoughts were for doing one for the football team who just won the State Championship. Commissioner Knowski mentioned that he thinks a long-term thing would be better than doing a short-term. It was mentioned that the school district will be talked to so that we could see what they were interested in.

OLD BUSINESS

CONSENT AGENDA

NEW BUSINESS

1) Second Reading – Ordinance 1025 Section 1.07.010 Competitive Bidding

Commissioner Pierce made a motion to approve Ordinance 1025 Section 1.07.010 Competitive Bidding. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously.

2) Second Reading – Ordinance 1026 Section 1.07.020 Procedure

Commissioner Pierce made a motion to approve Ordinance 1026 Section 1.07.020 Procedure. Commissioner Hach seconded the motion, and the motion was approved unanimously.

3) Second Reading – Ordinance 1027 Section 1.07.060 Conveyance, Sale, Lease or Disposal of Property

Commissioner Pierce made a motion to approve Ordinance 1027 Section 1.07.060 Conveyance, Sale, Lease or Disposal of Property. Commissioner Knowski seconded the motion, and the motion was approved unanimously.

4) 5-year Exemption of Improvements to Residential Structure – 502 12th Ave NE

Commissioner Knowski made a motion to approve a 5-year exemption of improvements to residential structure at 502 12th Ave NE. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously.

5) Pay Estimate #3 – 2025 Curb, Gutter, & Sidewalk

Commissioner Hach made a motion to approve pay estimate #3 for 2025 curb, gutter, and sidewalk. Commissioner Pierce seconded the motion, and the motion was approved unanimously on a roll call vote.

6) Maintenance Certification for the City's Urban Roads Project

Commissioner Uhlenkamp made a motion to approve the maintenance certification for the city's urban roads project. Commissioner Knowski seconded the motion, and the motion was approved unanimously.

7) 2026 City Calendar

The City Administrator presented the 2026 calendar to the City Commission. He said that, consistent with the discussions during the budget cycle, there is a single special pickup event planned for next year in June.

The City Administrator said that with Christmas Eve falling on a Thursday next year, he advocated that the Commission close City Offices all day on Christmas Eve, rather than the traditional half day, that way everyone can have a clean four day weekend. Commissioner Pierce made a motion to approve closing City Offices all day on Christmas Eve in 2026. Commissioner Uhlenkamp seconded the motion. Commissioner Knowski said he does not think it is necessary to do this. He said employees can use their vacation time if they would like the day off. The motion was approved on a 4-1 roll call vote with Commissioner Knowski dissenting.

CITIZEN COMMENT

INFORMATIONAL ITEMS

1) October 2025 Financial Report

EXECUTIVE SESSION

The Devils Lake City Commission convened in Executive Session to discuss pending legal matters related to the mortgage between the City of Devils Lake Building Authority and CoJack Snack and Pack, LLC at the property with the legal description of: Outlot 39-0014 of Lot 1, Pasta Acres Subdivision, Block 2, Replat of Devils Lake Industrial Park, Devils Lake, Ramsey County, North Dakota.

Commissioner Pierce made a motion to provide CoJack Snack and Pack, LLC with a Notice Before Foreclosure contingent upon discussion with partnering creditors. Commissioner Knowski seconded the motion. The motion was approved 4-0 on a roll call vote, with Commissioner Uhlenkamp abstaining.

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.

SPENCER HALVORSON
CITY ADMINISTRATOR/AUDITOR

JIM MOE
PRESIDENT OF CITY COMMISSION

ORDINANCE NO. 1028

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS CHAPTER 13.37 OF THE DEVILS LAKE MUNICIPAL CODE, AND IN ITS PLACE INCLUDE THE FOLLOWING:

BE IT ORDAINED by the Board of Commissioners for the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter that Chapter 13.37 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

Chapter 13.37 - NON-EXCLUSIVE FRANCHISE FOR COMMUNICATIONS SYSTEM
(NORTH DAKOTA TELEPHONE CO.)

ORDINANCE NO. 1029

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS SECTION 13.37.010 OF THE DEVILS LAKE MUNICIPAL CODE, AND IN ITS PLACE INCLUDE THE FOLLOWING:

BE IT ORDAINED by the Board of Commissioners for the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter that Section 13.37.010 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

13.37.010 - Statement of intent and purpose.

The city intends, by the adoption of this franchise, to bring about the development of a communications services system and the continued operation of it. Such a development can contribute significantly to the communication needs and desires of many. Further, the city may achieve better utilization and improvement of public services with the development and operation of a communications services system. Said communications services system includes telephone service, broadband services, and video service.

ORDINANCE NO. 1030

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS SECTION 13.37.090 OF THE DEVILS LAKE MUNICIPAL CODE, AND IN ITS PLACE INCLUDE THE FOLLOWING:

BE IT ORDAINED by the Board of Commissioners for the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter that Section 13.37.090 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

13.37.090 - Operation and administration providing.

A. Franchise Fee.

1. The grantee shall pay the city an annual franchise fee in the amount of three percent of the grantee's annual gross revenues provided that the city may increase the franchise fee up to the maximum amount permitted by State law provided the city gives at least ninety (90) days notice to the grantee prior to any increase in the franchise fee.
2. The franchise fee shall be payable monthly. The payment shall be made within thirty days of the end of each of the grantee's fiscal month, together with a brief report showing the basis for the computation.

B. Indemnification of City.

1. The city, its officers, boards, committees, commissions, elected officials, employees, and agents shall not be liable for any loss or damage to any real or personal property of any person, or any injury or death of any person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the system.
2. The grantee shall indemnify, defend, and hold harmless the city, its officers, boards, committees, commissions, elected officials, employees, and agents from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of the franchise, except claims because of EG programming, or the city's operation, administration, promotion or management of the EG access channel or any use of the internet services in public institutions.
3. Nothing in this franchise relieves a person from liability arising out of the failure to exercise reasonable care to avoid injuring the grantee's facilities while performing work connected with grading, regrading, or changing the line of a street or public place or with the construction or reconstruction of a sewer or water system.
4. In order for the city to assert its rights to be indemnified, defended, and held harmless, the city must, with respect to each claim:
 - a. Promptly notify the grantee, in writing, of any claim or legal proceeding which gives rise to such right;
 - b. Afford the grantee the opportunity to participate in and fully control any compromise, settlement, or other resolution or disposition of any claim or proceeding; and

- c. Fully cooperate with reasonable requests of the grantee, at the grantee's expense, in its participation in and control, compromise, settlement, or resolution, or other disposition of such claim or proceeding subject to subsection (B)(4)(b) of this section.
- C. Insurance.
 1. As a part of the indemnification provided in subsection B of this section, but without limiting the foregoing, the grantee shall file with its acceptance of this franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of the city in its capacity in such. The policies of insurance shall be in the sum of not less than three hundred thousand dollars for property damage to any one person and one million dollars for property damage resulting from any one act or occurrence.
 2. The policy or policies of insurance shall be maintained by the grantee in full force and effect during the entire term of the franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the grantee or for other reasons, except after thirty days advance written notice have been provided to the city.

ORDINANCE NO. 1031

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS CHAPTER 13.37 OF THE DEVILS LAKE MUNICIPAL CODE, AND IN ITS PLACE INCLUDE THE FOLLOWING:

BE IT ORDAINED by the Board of Commissioners for the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter that Chapter 13.37 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

13.37.150 - Renewal of franchise.

The franchise identified in Chapter 13.37 shall be renewed, pursuant to Sections 13.37.030(B)(9), 13.37.040(D), and 13.37.130, by action of the city commission by adoption of this ordinance, which franchise shall be in effect for a period of fifteen years from the date this ordinance is adopted by the city commission.

ORDINANCE NO. 1032

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS CHAPTER 13.39 OF THE DEVILS LAKE MUNICIPAL CODE, AND IN ITS PLACE INCLUDE THE FOLLOWING:

BE IT ORDAINED by the Board of Commissioners for the City of Devils Lake, North Dakota, pursuant to the Home Rule Charter that Chapter 13.39 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

Chapter 13.39 - Non-Exclusive Franchise for Communications System (North Dakota Telephone Co.)

Repealed.



423 6th St NE
Devils Lake, ND
701-662-7600 Ext 3
www.dvlnd.com

MEMORANDUM

To: President Moe and City Commissioners

From: Rob Johnson, City Assessor *RJ*

Date: November 26, 2025

Re: Sale of Lot 1 Block 11 Roundhouse Subdivision

Shane and Lisa Diseth have requested to purchase the City owned lot located at 322 11th St NW, Parcel #39-1806-00111-000 with a legal description of Lot 1 Block 11 Roundhouse Subdivision.

It is my recommendation to sell the lot to Shane and Lisa Diseth for the standard \$2,000.00 and have a stipulation in the deed that the construction project must be started within two years or the City may reclaim the property. If the City were to reclaim the property for failure to meet the construction requirement, the purchase price would be forfeited without any further consideration.

I have talked to Mr. Diseth and advised him that if the City seeks to reclaim the property for failure to meet the construction requirement, that my office will recommend doing so without any consideration for reimbursement or compensation of any portion of the purchase price, which is contrary to the historical practice of my office. He understood and acknowledged that this was agreeable.

Devils Lake city commission

Shane & Lisa Diseth would like to purchase the property, parcel # 39-1806-00111-000 from the city of Devils Lake that is described in the attached document.

Feel free to contact Shane at 701-351-1526

Thank you.

A handwritten signature in black ink that reads "Shane Diseth". The signature is fluid and cursive, with "Shane" on the top line and "Diseth" on the bottom line.

Date: 11/24/2025
To: President Moe and City Commissioners
From: Michael Grafsgaard, City Engineer

Re: City Project 250102 - SI 82-25, SI 83-25, SI 84-25
Contract Cost: \$1,056,738.60

devils lake
 Engineering

I hereby certify the work listed below has been completed and inspected and has been done in conformity with the plans and specifications for the above mentioned project. All work was completed by Strata Corporation, PO Box 13500, Grand Forks ND 58208.

Estimate 7 - Final

SI 82-25 - Lynn, Cherry, Janna - 4537-000-56600

SPEC	CODE	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	QUANTITIES		AMOUNT	
							Current	Total to Date	Current	Total to Date
103	0100	CONTRACT BOND	0.05	L SUM	\$ 6,100.00	\$ 305.00	0.05	0.05	\$ 305.00	\$ 305.00
203	0113	COMMON EXCAVATION - WASTE	0	CY	\$ 18.00	\$ -	0.00	0.00	\$ -	\$ -
302	0120	AGGREGATE BASE COURSE CL 5	0	TON	\$ 27.50	\$ -	0.00	0.00	\$ -	\$ -
401	0050	TACK COAT	116	GAL	\$ 4.00	\$ 464.00	116.00	116.00	\$ 464.00	\$ 464.00
411	0105	MILLING PAVEMENT SURFACE	2,315	SY	\$ 1.90	\$ 4,398.50	0.00	2318.00	\$ -	\$ 4,404.20
411	0118	MILLING PAVEMENT SURFACE - 4 INCH	0	SY	\$ 4.50	\$ -	0.00	0.00	\$ -	\$ -
430	0043	SUPERPAVE FAA 43	257	TON	\$ 78.50	\$ 20,174.50	0.00	263.64	\$ -	\$ 20,695.74
430	5803	PG 58S-28 ASPHALT CEMENT	15	TON	\$ 550.00	\$ 8,250.00	0.00	14.87	\$ -	\$ 8,178.50
702	0100	MOBILIZATION	0.05	L SUM	\$ 58,500.00	\$ 2,925.00	0.00	0.05	\$ -	\$ 2,925.00
704	0001	TRAFFIC CONTROL	0.05	L SUM	\$ 15,000.00	\$ 750.00	0.00	0.05	\$ -	\$ 750.00
706	0600	CONTRACTOR'S LABORATORY	0.05	EA	\$ 3,500.00	\$ 175.00	0.00	0.05	\$ -	\$ 175.00
708	1540	INLET PROTECTION-SPECIAL	0	EA	\$ 200.00	\$ -	0.00	0.00	\$ -	\$ -
709	0100	GEOSYNTHETIC MATERIAL TYPE G	0	SY	\$ 2.75	\$ -	0.00	0.00	\$ -	\$ -
722	6140	ADJUST GATE VALVE BOX	8	EA	\$ 375.00	\$ 3,000.00	0.00	6.00	\$ -	\$ 2,250.00
722	6200	ADJUST MANHOLE	3	EA	\$ 425.00	\$ 1,275.00	0.00	3.00	\$ -	\$ 1,275.00
722	6240	ADJUST UTILITY APPURTEMENT	0	EA	\$ 400.00	\$ -	0.00	0.00	\$ -	\$ -
Total Current Amount:									\$ 769.00	
Total Bid Amount:									\$ 41,717.00	\$ 41,422.44

SI 83-25 - Miscellaneous Avenues - 4538-000-56600

SPEC	CODE	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	QUANTITIES		AMOUNT	
							Current	Total to Date	Current	Total to Date
103	0100	CONTRACT BOND	0.65	L SUM	\$ 6,100.00	\$ 3,965.00	0.65	0.65	\$ 3,965.00	\$ 3,965.00
203	0113	COMMON EXCAVATION - WASTE	1,251	CY	\$ 18.00	\$ 22,518.00	0.00	489.00	\$ -	\$ 8,802.00
302	0120	AGGREGATE BASE COURSE CL 5	2,345	TON	\$ 27.50	\$ 64,487.50	0.00	913.95	\$ -	\$ 25,133.63
401	0050	TACK COAT	1,688	GAL	\$ 4.00	\$ 6,752.00	1688.00	1688.00	\$ 6,752.00	\$ 6,752.00
411	0105	MILLING PAVEMENT SURFACE	26,255	SY	\$ 1.90	\$ 49,884.50	0.00	31226.00	\$ -	\$ 59,329.40
411	0118	MILLING PAVEMENT SURFACE - 4 INCH	3,752	SY	\$ 4.50	\$ 16,884.00	0.00	1537.00	\$ -	\$ 6,916.50
430	0043	SUPERPAVE FAA 43	3,959	TON	\$ 78.50	\$ 310,781.50	0.00	4191.89	\$ -	\$ 329,063.37
430	5803	PG 58S-28 ASPHALT CEMENT	238	TON	\$ 550.00	\$ 130,900.00	0.00	224.81	\$ -	\$ 123,645.50
702	0100	MOBILIZATION	0.65	L SUM	\$ 58,500.00	\$ 38,025.00	0.32	0.65	\$ 18,720.00	\$ 38,025.00
704	0001	TRAFFIC CONTROL	0.65	L SUM	\$ 15,000.00	\$ 9,750.00	0.32	0.65	\$ 4,800.00	\$ 9,750.00
706	0600	CONTRACTOR'S LABORATORY	0.65	EA	\$ 3,500.00	\$ 2,275.00	0.00	0.65	\$ -	\$ 2,275.00
708	1540	INLET PROTECTION-SPECIAL	22	EA	\$ 200.00	\$ 4,400.00	0.00	0.00	\$ -	\$ -
709	0100	GEOSYNTHETIC MATERIAL TYPE G	3,752	SY	\$ 2.75	\$ 10,318.00	0.00	1490.00	\$ -	\$ 4,097.50
722	6140	ADJUST GATE VALVE BOX	12	EA	\$ 375.00	\$ 4,500.00	0.00	9.00	\$ -	\$ 3,375.00
722	6200	ADJUST MANHOLE	11	EA	\$ 425.00	\$ 4,675.00	0.00	7.00	\$ -	\$ 2,975.00
722	6240	ADJUST UTILITY APPURTEMENT	1	EA	\$ 400.00	\$ 400.00	0.00	0.00	\$ -	\$ -
Total Current Amount:									\$ 34,237.00	
Total Bid Amount:									\$ 680,515.50	\$ 624,104.89

SI 84-25 - 6th St NE, 13th Ave NE - 4539-000-56600

SPEC	CODE	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	QUANTITIES		AMOUNT	
							Current	Total to Date	Current	Total to Date
103	0100	CONTRACT BOND	0.30	L SUM	\$ 6,100.00	\$ 1,830.00	0.30	0.30	\$ 1,830.00	\$ 1,830.00
203	0113	COMMON EXCAVATION - WASTE	818	CY	\$ 18.00	\$ 14,724.00	0.00	300.00	\$ -	\$ 5,400.00
302	0120	AGGREGATE BASE COURSE CL 5	1,534	TON	\$ 27.50	\$ 42,185.00	0.00	559.94	\$ -	\$ 15,398.35
401	0050	TACK COAT	659	GAL	\$ 4.00	\$ 2,636.00	659.00	659.00	\$ 2,636.00	\$ 2,636.00
411	0105	MILLING PAVEMENT SURFACE	8,274	SY	\$ 1.90	\$ 15,720.60	0.00	9900.00	\$ -	\$ 18,810.00
411	0118	MILLING PAVEMENT SURFACE - 4 INCH	2,454	SY	\$ 4.50	\$ 11,043.00	0.00	896.00	\$ -	\$ 4,032.00
430	0043	SUPERPAVE FAA 43	1,601	TON	\$ 78.50	\$ 125,678.50	0.00	1724.38	\$ -	\$ 135,363.83
430	5803	PG 58S-28 ASPHALT CEMENT	96	TON	\$ 550.00	\$ 52,800.00	0.00	91.77	\$ -	\$ 50,473.50
702	0100	MOBILIZATION	0.30	L SUM	\$ 58,500.00	\$ 17,550.00	0.30	0.30	\$ 17,550.00	\$ 17,550.00
704	0001	TRAFFIC CONTROL	0.30	L SUM	\$ 15,000.00	\$ 4,500.00	0.30	0.30	\$ 4,500.00	\$ 4,500.00
706	0600	CONTRACTOR'S LABORATORY	0.30	EA	\$ 3,500.00	\$ 1,050.00	0.30	0.30	\$ 1,050.00	\$ 1,050.00
708	1540	INLET PROTECTION-SPECIAL	0	EA	\$ 200.00	\$ -	0.00	0.00	\$ -	\$ -
709	0100	GEOSYNTHETIC MATERIAL TYPE G	2,454	SY	\$ 2.75	\$ 6,748.50	0.00	896.00	\$ -	\$ 2,464.00
722	6140	ADJUST GATE VALVE BOX	3	EA	\$ 375.00	\$ 1,125.00	0.00	3.00	\$ -	\$ 1,125.00
722	6200	ADJUST MANHOLE	3	EA	\$ 425.00	\$ 1,275.00	0.00	2.00	\$ -	\$ -
722	6240	ADJUST UTILITY APPURTEMENT	0	EA	\$ 400.00	\$ -	0.00	0.00	\$ -	\$ -
Total Current Amount:									\$ 27,566.00	
Total Bid Amount:									\$ 298,865.60	\$ 260,632.68

Change Order 1 - Devils Lake Cemetery - 2033-000-44900

SPEC	CODE	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	QUANTITIES		AMOUNT	
							Current	Total to Date	Current	Total to Date
203	0113	COMMON EXCAVATION - WASTE	127	CY	\$ 18.00	\$ 2,286.00	0.00	132.50	\$ -	\$ 2,385.00
302	0120	AGGREGATE BASE COURSE CL 5	238	TON	\$ 27.50	\$ 6,545.00	0.00	248.06	\$ -	\$ 6,821.65
401	0050	TACK COAT	55	GAL	\$ 4.00	\$ 220.00	55.00	55.00	\$ 220.00	\$ 220.00
411	0118	MILLING PAVEMENT SURFACE - 4 INCH	570	SY	\$ 4.50	\$ 2,565.00	0.00	564.00	\$ -	\$ 2,538.00
430	0043	SUPERPAVE FAA 43	202	TON	\$ 78.50	\$ 15,857.00	0.00	229.01	\$ -	\$ 17,977.29
430	5803	PG 58S-28 ASPHALT CEMENT	12	TON	\$ 550.00	\$ 6,600.00	0.00	12.04	\$ -	\$ 6,622.00
709	0100	GEOSYNTHETIC MATERIAL TYPE G	570	SY	\$ 2.75	\$ 1,567.50	0.00	564.00	\$ -	\$ 1,551.00
Total Current Amount:										\$220.00
Total Bid Amount:										\$38,114.94
TOTAL CONTRACT								\$1,056,738.60		

Total Work completed: \$964,274.95
 Retainage @ 0%: \$0.00
 Previous Payments: \$865,423.63
 Total Due This Estimate: \$98,851.32

Date: 11/26/2025
To: President Moe and City Commissioners
From: Michael Grafsgaard, City Engineer
Re: City Project 250104 - Downtown District Alleys and Parking Lots
Contract Cost: \$292,050.35



devils lake
 Engineering

I hereby certify the work listed below has been completed and inspected and has been done in conformity with the plans and specifications for the above mentioned project. All work was completed by Strata Corporation, PO Box 13500, Grand Forks ND 58208.

Estimate 4 - Semi Final

Downtown Parking Lots - 4540-000-56600

SPEC	CODE	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	QUANTITIES		AMOUNT	
							Current	Total to Date	Current	Total to Date
103	0100	CONTRACT BOND	0.30	L SUM	\$ 1,725.00	\$ 517.50	0.30	0.30	\$ 517.50	\$ 517.50
401	0050	TACK COAT	200	GAL	\$ 4.25	\$ 850.00	200.00	200.00	\$ 850.00	\$ 850.00
411	0105	MILLING PAVEMENT SURFACE	4,010	SY	\$ 5.65	\$ 22,656.50	-	3,830.00	\$ -	\$ 21,639.50
430	0043	SUPERPAVE FAA 43	446	TON	\$ 116.00	\$ 51,736.00	-	532.90	\$ -	\$ 61,816.40
430	5803	PG 58S-28 ASPHALT CEMENT	27	TON	\$ 550.00	\$ 14,850.00	-	29.28	\$ -	\$ 16,104.00
702	0100	MOBILIZATION	0.3	L SUM	\$ 29,500.00	\$ 8,850.00	-	0.30	\$ -	\$ 8,850.00
704	0001	TRAFFIC CONTROL	0.3	L SUM	\$ 8,500.00	\$ 2,550.00	-	0.30	\$ -	\$ 2,550.00
722	6200	ADJUST MANHOLE	0	EA	\$ 600.00	\$ -	-	-	\$ -	\$ -
722	6240	ADJUST UTILITY APPURTENANCE	0	EA	\$ 500.00	\$ -	-	-	\$ -	\$ -
Total Current Amount:										\$1,367.50
Total Bid Amount:						\$102,010.00				\$112,327.40

Downtown District Alleys - 4540-000-56600

SPEC	CODE	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	QUANTITIES		AMOUNT	
							Current	Total to Date	Current	Total to Date
103	0100	CONTRACT BOND	0.70	L SUM	\$ 1,725.00	\$ 1,207.50	0.70	0.70	\$ 1,207.50	\$ 1,207.50
401	0050	TACK COAT	371	GAL	\$ 4.25	\$ 1,576.75	371.00	371.00	\$ 1,576.75	\$ 1,576.75
411	0105	MILLING PAVEMENT SURFACE	6,234	SY	\$ 5.65	\$ 35,222.10	-	8,205.00	\$ -	\$ 46,358.25
430	0043	SUPERPAVE FAA 43	824	TON	\$ 116.00	\$ 95,584.00	-	1,364.37	\$ -	\$ 158,266.92
430	5803	PG 58S-28 ASPHALT CEMENT	49	TON	\$ 550.00	\$ 26,950.00	-	73.66	\$ -	\$ 40,513.00
702	0100	MOBILIZATION	0.7	L SUM	\$ 29,500.00	\$ 20,650.00	-	0.70	\$ -	\$ 20,650.00
704	0001	TRAFFIC CONTROL	0.7	L SUM	\$ 8,500.00	\$ 5,950.00	-	0.70	\$ -	\$ 5,950.00
722	6200	ADJUST MANHOLE	4	EA	\$ 600.00	\$ 2,400.00	-	2.00	\$ -	\$ 1,200.00
722	6240	ADJUST UTILITY APPURTENANCE	1	EA	\$ 500.00	\$ 500.00	-	-	\$ -	\$ -
Total Current Amount:										\$2,784.25
Total Bid Amount:						\$190,040.35				\$275,722.42

Total Work completed: \$388,049.82
 Retainage @ 2%: \$7,761.00
 Previous Payments: \$368,542.15
 Total Due This Estimate: \$11,746.68

**Resolution Creating
Project 260101 - Street Improvement District No 86-26
Highway 2 Frontage Roads**

and Ordering the Preparation of a Preliminary Report

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

1. Pursuant to the provisions of Chapter 40-22 of the North Dakota Century Code, Street Improvement District 86-26 is created for the purpose of improving the above noted roadways through mill and overlay and miscellaneous items, and to defray a portion of the costs thereof by the levy and collection of special assessments in said District.
2. It is the judgment of this Board of City Commissioners, after consultation with the engineer planning the improvement for the City, the project will specially benefit some of the properties within the district, the size and form of which is defined using the plats and maps on file in the office of the Register of Deeds of Ramsey County, North Dakota, as follows:

Parcels of land included within the boundary of the District are shown on the attached map labeled as Street Improvement District 86-26.

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

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

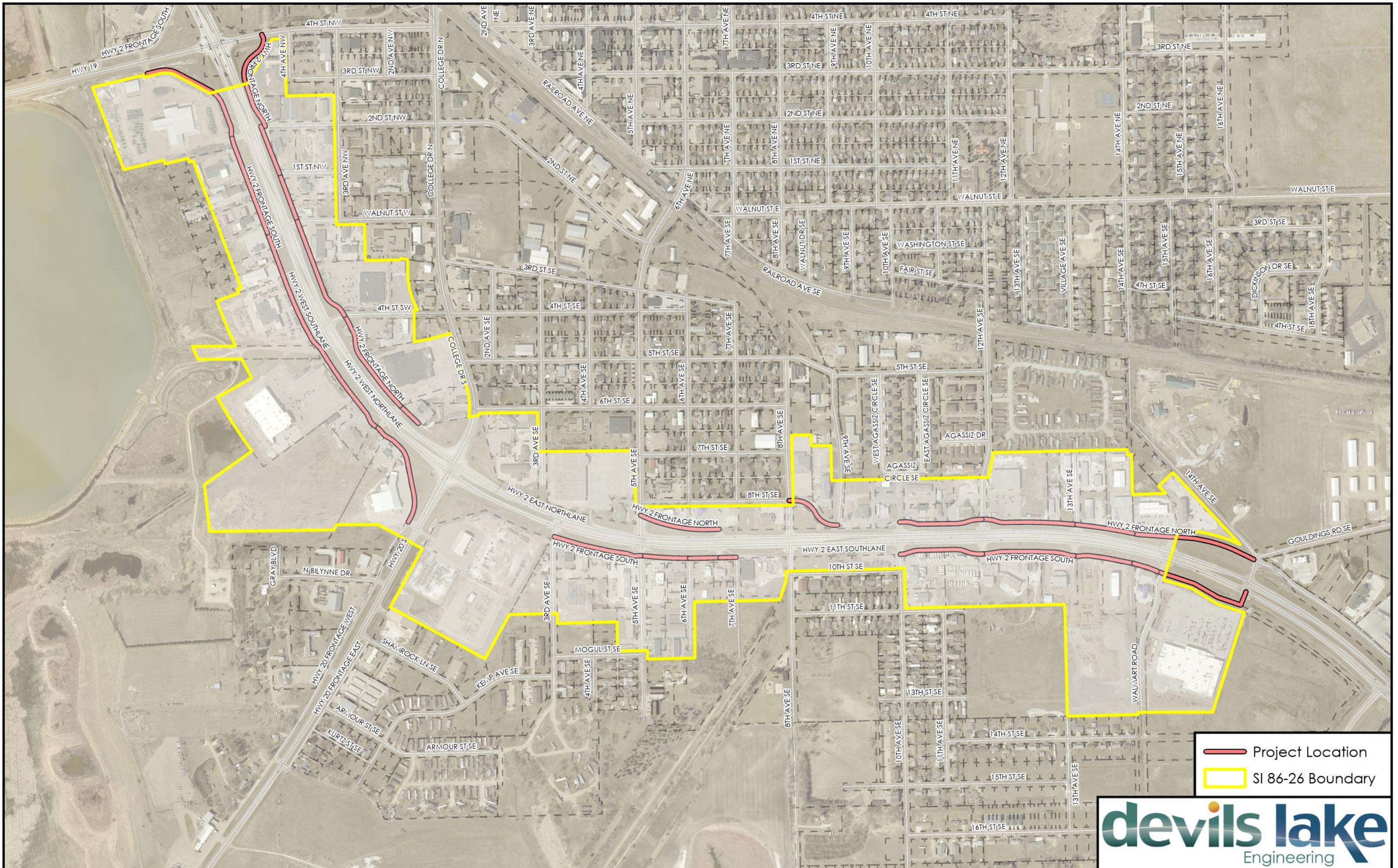
Dated this 1st day of December, 2025.

Attest:

City of Devils Lake

Spencer Halvorson, Administrator/Auditor

Jim Moe, President of City Commission



— Project Location

SI 86-26 Boundary

devils lake

Engineering

**Resolution Creating
Project 260102 - Street Improvement District No 87-26
3rd St SE, 4th St SE, 6th St SE, 7th St SE, Misc
and Ordering the Preparation of a Preliminary Report**

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

1. Pursuant to the provisions of Chapter 40-22 of the North Dakota Century Code, Street Improvement District 87-26 is created for the purpose of improving the above noted roadways through mill and overlay and miscellaneous items, and to defray a portion of the costs thereof by the levy and collection of special assessments in said District.
2. It is the judgment of this Board of City Commissioners, after consultation with the engineer planning the improvement for the City, the project will specially benefit some of the properties within the district, the size and form of which is defined using the plats and maps on file in the office of the Register of Deeds of Ramsey County, North Dakota, as follows:
Parcels of land included within the boundary of the District are shown on the attached map labeled as Street Improvement District 87-26.
3. The City Engineer is directed to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

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

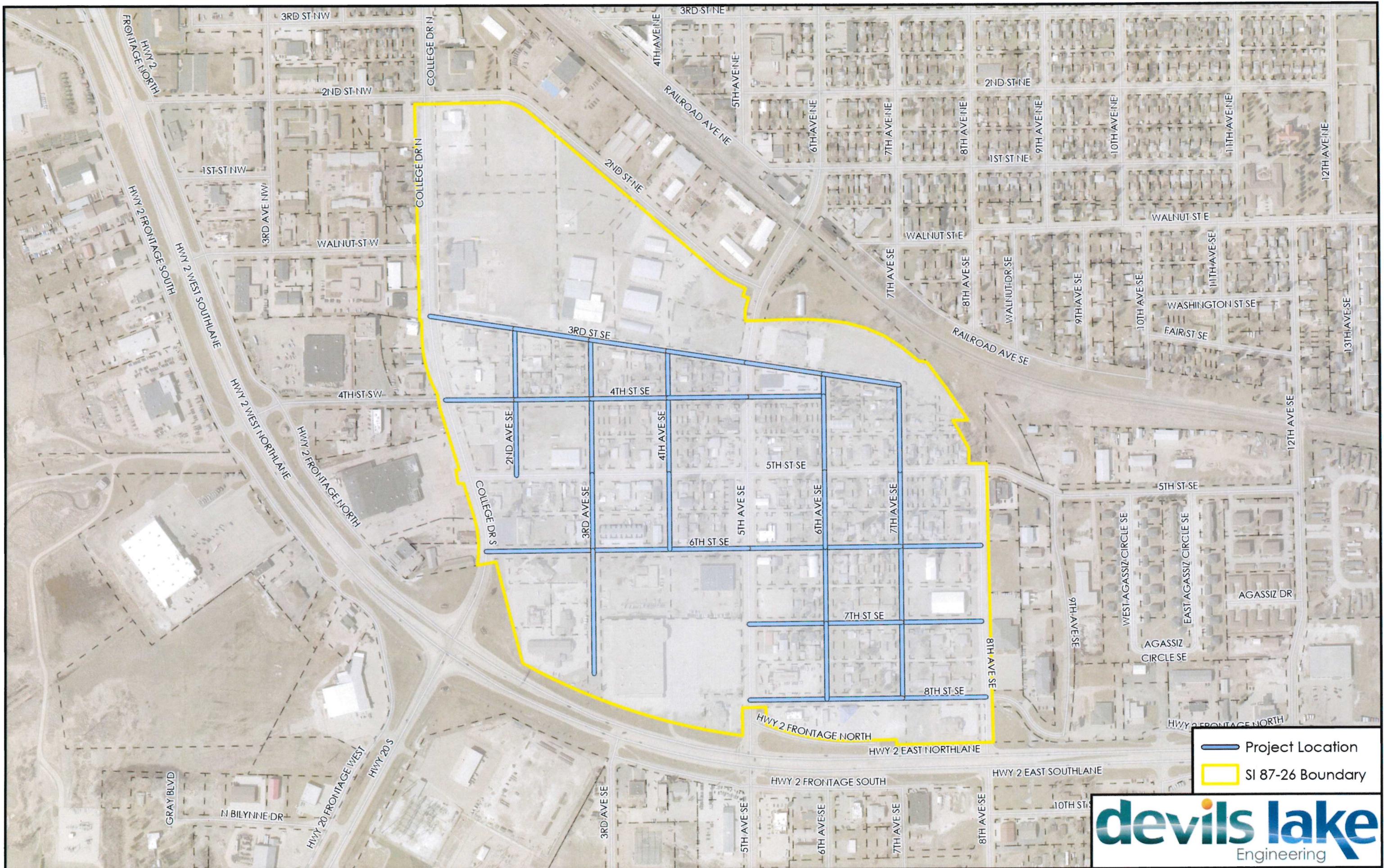
Dated this 1st day of December, 2025.

Attest:

City of Devils Lake

Spencer Halvorson, Administrator/Auditor

Jim Moe, President of City Commission



devils lake
Engineering

Agenda Item: North Central Housing Authority Yearly Contribution – 10% Payment in Lieu of Taxes (PILOT)

Submitted By: Spencer Halvorson, City Administrator/Auditor

Staff Recommended Action: Consider the 5% of 2024 shelter rent remitted to the City for their 2025 contribution as insufficient and in violation of the terms of 1968 Cooperation Agreement. Demand full 2025 payment equivalent to 10% of shelter rent minus utility expenses and direct staff to negotiate with North Central Housing Authority for 2026 contribution.

The City and North Central Housing Authority (NCHA) have a long-standing Cooperation Agreement from 1968 providing a Payment In Lieu Of Taxes (PILOT) from NCHA to the City. Section (a) and (b) of the agreement state:

- (a) Under the Constitution and statutes of the State of North Dakota, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such a Project or upon the Local Authority with respect thereto. During Such a period, the Local Authority shall make annual payments (herein called “Payments in Lieu of Taxes”) in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.
- (b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for the Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the

lower.

North Central Housing Authority provided a check to the City in the amount of \$8,936.46, equivalent to 5% of shelter rent revenue received less utility expenses. From a memo provided to the City from NCHA, they assert that Housing Authorities across the country pay anywhere from 0-10% of this formula. They feel 5% is a more appropriate formula and has not provided the full 10% payment.

NCHA asserts that HUD and NCHA have no agreement on file, and there is no requirement that NCHA must pay a PILOT . A copy of the agreement (attached) has been provided to NCHA.

A yearly tabulation of Housing Authority contributions to the City since 1980 is included.

City Administrations asserted to NCHA that 5% payment is insufficient and that they are not meeting the terms of the cooperation agreement. They are appealing to the City Commission to accept the 5% payment for 2025 as well as in future years.



NORTH CENTRAL HOUSING AUTHORITY

www.northcentralha.com



November 24, 2025

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

TO: Board of City Commissioners

North Central Housing Authority has looked at the PILOT payments given to the city over the past few years. We have discovered that there is no formal agreement with the City at this time. NCHA and HUD also have no agreement on file. NCHA has given the City 10% of the total rental revenue minus utility expense in the past.

In doing research with HUD, HUD Consultants, and Auditors we have found that Housing Authorities have paid anywhere from zero to 10% of this formula. There is no requirement that NCHA must pay a PILOT. One of the reasons that we have questioned this amount is that NCHA is not guaranteed full reimbursement by HUD in covering these costs.

The NCHA Board of Commissioners does not object to paying a PILOT to the city for services it receives but also feels that NCHA serves a purpose within the community so that should be taken into consideration. The Board feels that at 5% it is a compromise that meets in the middle and it is a percentage that many Authorities are using.

Thank you for your time and consideration and if you have any further questions, please let us know.

Sincerely,

Adam Leiphon - NCHA Board Chair

Tim Greene - Executive Director

Ramsey County
605 3rd Street NE
PO Box 691
Devils Lake, ND 58301
Phone: (701)662-3099
Fax: (701)662-6099

Cavalier County
324 7th Ave
Langdon, ND 58249
Phone: (701)662-3099

Griggs, Nelson & Steele
Counties
807 Burrel Ave NW
Cooperstown, ND 58425
Phone: (701)797-2386

Towner County HA
808 6th Street
Cando, ND 58324
Phone: (701)968-3922
Fax: (701)968-3487

Computation of Payment in Lieu of Taxes PILOT

For Fiscal Year Ended

2024

North Central Housing Authority

<u>Tenant Rental Revenue</u>	\$ 274,602.62
<u>Total Rental Charged</u>	\$ 274,602.62
<u>Less: Utilities Expense</u>	\$ 19,840.39
	\$ 46,148.36
	\$ 29,884.67
<u>Shelter Rent Charged</u>	\$ 178,729.20
<u>5% of Shelter Rent</u>	\$ 8,936.46

TRAYNOR & TRAYNOR

MACK V. TRAYNOR
JOHN T. TRAYNOR
FLORENCE SANDERS
NOTARY

ATTORNEYS AND COUNSELLORS
DEVILS LAKE, NORTH DAKOTA 58301

MANN BLOCK
P. O. BOX 838
TELEPHONE 662-4077
AREA CODE 701

June 13, 1969

Honorable Board of City Commissioners
Devils Lake, North Dakota

Re: Project N.D. 13-1
The Housing Authority of the
City of Devils Lake, North Dakota

Gentlemen:

The Housing Authority of the City of Devils Lake, North Dakota, is developing a housing project at Devils Lake, North Dakota, pursuant to a co-operation agreement dated April 17, 1968.

Section 402 of the Housing Act of 1954 (PL-560, 83d Congress), amending the Housing Act of 1937, as amended, provides that prior to the execution of an Annual Contributions Contract, the Local Authority shall notify the governing board of the locality of its estimate of the annual amount of payments in lieu of taxes which will be made for the project and of the amount of taxes which would be levied if the property were privately owned.

We wish to advise you that our estimate of the annual amount of payments in lieu of taxes will be 10% of the difference between the total rental income and the utility expenses. The annual amount of taxes which would be levied were the property privately owned is \$15,583.70, based upon the 1968 levy. The 1968 taxes upon the property, unimproved, were \$373.57. This figure does not include any special assessments upon the property, but the special assessments are to be paid in full by the developer.

Respectfully,

John T. Traynor
For Traynor and Traynor
Attorneys for The Housing
Authority for the City of
Devils Lake, North Dakota
Box 838
Devils Lake, North Dakota

June 16 1969
JTB

20 July 1966

COOPERATION AGREEMENT

This Agreement entered into this 29th day of April,
19 68, by and between the Housing Authority of the City of Devils Lake,
North Dakota (herein called the "Local
Authority") and the City of Devils Lake, North Dakota
(herein called the "Municipality"), WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

- (a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the United States of America, Housing Assistance Administration, (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.
- (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
- (c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.
- (d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 115 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of North Dakota, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing

purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments 7 upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments 7 and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The Payments in Lieu of Taxes shall be distributed among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation, or in such other manner as provided by state statute; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, ~~or such further periods may be approved by the Government, and in addition to the number of unsafe or insanitary dwelling units which the Municipality is obligated to eliminate as a part of the low-rent housing Project(s) heretofore undertaken by the Local Authority,~~ there has been or will be elimination (as approved by the Government) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing Project, or (ii) any Project located in a rural nonfarm area.

July, 1966

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

- (a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
- (b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;
- (c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;
- (d) Accept grants of easements necessary for the development of such Project; and
- (e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

- (a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
- (b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay

July, 1966

to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing Projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)

City of Devils Lake, North Dakota
(Corporate Name of Municipality)

Attest:

H. J. Buekhard
Auditor (Title)
City of Devils Lake, North Dakota

(SEAL)

Attest:

Alfred Jagerlund
Secretary

By Arthur J. Dany
President of the City Commission (Title)
Devils Lake, North Dakota
Housing Authority
of the City of Devils Lake, North Dakota
(Corporate Name of Local Authority)

By Ned Hognas
Chairman

Commissioner K. O. Holter moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by Commissioner James P. Smith, and upon roll call the "Ayes" and "Nays" were as follows:

AYES

Commissioners

K. O. Holter

Dennis L. Riggan

James P. Smith

and

President - Arthur J. Lanz

President of the City Commission

The Chairman thereupon declared said motion carried and said resolution adopted.

NAYS

None

The following resolution was introduced by Commissioner Dennis L. Riggan, read in full and considered:

Spencer Halvorson

From: Tim Greene <tim@northcentralha.com>
Sent: Wednesday, November 26, 2025 10:42 AM
To: Spencer Halvorson
Subject: RE: Housing Authority Contribution

Spencer,

I just asked if there was a formal agreement as I did not find one with HUD, the City, or us. The main point of this is what other Authorities are paying. Again from zero to 10%. Our Board feels the 5% is fair and in the middle of what others are doing. Our Auditor felt the same way.

Thanks,

Tim

From: Spencer Halvorson <SpencerH@dvInd.com>
Sent: Wednesday, November 26, 2025 9:53 AM
To: Tim Greene <tim@northcentralha.com>
Subject: RE: Housing Authority Contribution

Providing this to you to make sure we are both operating on the same information. I found the agreement from 1968 where it directly references the PILOT and the 10%.

The memo from your board directly references that there is no formal agreement. This has been discovered.

This arrangement goes all the way back to the 60's and I have the detailed breakdown going back to 1980 of what has been paid. If the point from the housing authority is that you want to pay 5% instead of 10% moving forward, that's one conversation. But to say you won't pay the 10% because there is no formal agreement does not have merit from the documentation we have at the City.

Again, I want to ensure we are going forward with this discussion operating under the same information. I will plan to put this on the City Commission agenda for Monday unless you communicate otherwise.

Hope the Greene's have a good Thanksgiving holiday. Sincerely,

Spencer Halvorson
City Administrator/Auditor
City of Devils Lake

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

From: Tim Greene <tim@northcentralha.com>
Sent: Wednesday, November 26, 2025 8:43 AM
To: Spencer Halvorson <SpencerH@dvInd.com>
Subject: RE: Housing Authority Contribution

Good Morning,

I have never said that the 10% isn't what was paid in the past. What I am saying is that in doing some research on the PILOT, I found that HUD Authorities have been paying anything from zero to 10% and when I first spoke with you I stated that Housing Authorities do not have to pay anything. I told you our Board had been discussing what number would be right going forward. Our Board felt that 5% is a fair number and it is a number that many authorities are using. After our payment in October of 2024, I stated that our Board was going to be looking at this going forward. The decision was made to write you a check for \$8,936.46 which is 5%. We will be happy to discuss this with the Commissioners.

Thanks,

Tim

Sent: Tuesday, November 25, 2025 4:40 PM

To: Tim Greene <tim@northcentralha.com> **From:** Spencer Halvorson <SpencerH@dvlnd.com>

>

Subject: RE: Housing Authority Contribution

Tim – I found some documents from 1966 that clearly communicate the 10% of shelter rent as a PILOT.

Give me a call or stop on by and I'll show you and then you can determine if you'd like to pursue an appeal to the City Commission. Sincerely,

Spencer Halvorson
City Administrator/Auditor
City of Devils Lake

P: (701) 662-7600 ext: 222

C: (701) 381-9221

From: Spencer Halvorson

Sent: Monday, November 24, 2025 9:55 AM

To: Tim Greene <tim@northcentralha.com>

Subject: Housing Authority Contribution

Tim,

As a quick follow-up to our discussion from Friday and this morning, I have the check on my desk for \$8,936.46 which is equivalent to 5% of tenant rental revenue minus utility expenses. The longstanding arrangement and practice between the housing authority and City of Devils Lake has been 10%.

I am in receipt of the memo you just dropped off communicating the housing authority's perspective on the matter.

Until deemed otherwise by the City Commission, this 5% payment does not satisfy the housing authority's yearly contribution to the City of Devils Lake and the City expects an additional \$8,936.46 from the Housing Authority by Wednesday, December 31, 2025.

I understand Board Chair Adam Leiphon may be in attendance at the December 1 City Commission meeting where this item will be discussed.

Sincerely,

Spencer Halvorson
City Administrator/Auditor
City of Devils Lake

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

RAMSEY COUNTY HOUSING AUTHORITY PAST PAYMENTS

1980 \$ 4,816.07	1996 \$ 12,037.20	2011 \$ 16,579.00
1981 \$ 4,835.22	1997 \$ 11,959.53	2012 \$ 17,148.90
1982 \$ 1,976.38	1998 \$ 13,404.86	2013 \$ 16,000.00
1983 \$ -	1999 \$ 11,905.77	2014 \$ 16,906.50
1984 \$ 4,980.60	2000 \$ 11,352.84	2015 \$ 17,550.00
1985 \$ 6,223.61	2001 \$ 7,867.65	2016 \$ 21,170.00
1986 \$ -	2002 \$ 10,192.16	2017 \$ 19,550.00
1987 \$ 5,052.26	2003 \$ 10,775.93	2018 \$ 21,480.00
1988 \$ 5,066.23	2004 \$ 9,315.17	2019 \$ 17,313.00
1989 \$ 6,400.14	2005 \$ 8,385.35	2020 \$ -
1990 \$ 6,846.28	2006 \$ 8,549.97	2021 \$ 17,608.58
1991 \$ 7,986.38	2007 \$ 11,707.89	2022 \$ -
1992 \$ 6,816.02	2008 \$ 11,661.14	2023 \$ 10,582.61
1993 \$ -	2009 \$ 12,910.60	2024 \$ 15,504.98
1994 \$ 6,964.39	2010 \$ 13,636.60	2025 \$ 17,872.92