

Jobs Development Authority Agenda

**Tuesday, January 20, 2026
5:30pm CST**

Meeting Items

- 1) Call to Order
- 2) Approval of Minutes – November 17, 2025
- 3) Façade Loan – Leon’s Lumber
- 4) Small Business Revolving Loan – Learning Pond Daycare
- 5) Mobile Career Exploration Classroom Contribution – North Central Planning Council
- 6) Housing Incentive Fund PILOT Project - Pay Application #5 – Gleason Construction
- 7) 2025 Year End Growth Fund Report

City Commission Agenda

Meeting Items

- 8) Call to Order
- 9) Approval of Minutes – January 05, 2026

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*

Commission Portfolios

Old Business

Consent Agenda

New Business

- 1) 1st Reading – Ordinance 1033 – Chapter 13.36 Non-Exclusive Franchise for Cable Communications Systems
- 2) 1st Reading – Ordinance 1034 – Section 13.36.090 Operation and Administration Providing

- 3) 1st Reading – Ordinance 1035 – Renewal of Franchise
- 4) Resolution Approving Preliminary Report and Directing Preparation of Plans and Specifications from Project 260101 – Street Improvement District No 86-26 Highway 2 Frontage Roads
- 5) Resolution Approving Preliminary Report and Directing Preparation of Plans and Specifications from Project 260102 – Street Improvement District No 87-26 3rd St SE, 4th St SE, 6th St SE, 7th St SE, Miscellaneous
- 6) America 250 Commission
- 7) Law Enforcement Center Joint Powers Agreement Review

Citizen Comment

Informational Items

- 1) City Attorney Opinion on Ordinances 9.54.010 and 9.54.020
- 2) Year End Sales Tax and Utility Data

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
NOVEMBER 17, 2025**

The regular meeting of the Devils Lake Jobs Development Authority was held on November 17, 2025 with the following members present: Jim Moe, Jason Pierce, Joe Knowski, Lisa Uhlenkamp and Rob Hach.

MEETING ITEMS

1) Approval of Minutes – October 20, 2025

Commissioner Knowski made a motion to approve the minutes from October 20, 2025. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously.

2) Pay Estimate #4 – Single Family Housing Project

Commissioner Pierce made a motion to approve pay estimate #4 for the single-family housing project to Gleason Companies. Commissioner Hach seconded the motion, and the motion was approved unanimously on a roll call vote.

3) FlexPace Interest Buydown – Enduring Properties, LLC

Brady Ash, Forward Devils Lake Director, gave a brief overview of the project. Commissioner Hach made a motion to approve the FlexPace Interest Buydown for enduring Properties, LLC. Commissioner Knowski seconded the motion, and the motion was approved unanimously on a roll call vote.

4) Lake Region Law Enforcement Letter of Interest – Proposal for Acquisition of Land in Outlot #44-0002

Brady Ash, Forward Devils Lake Director, mentioned that a proposal for acquisition of land was sent by County Commissioner and Chairman of the Law Enforcement Board Jeff Frith back in October. Commissioner Frith and Commissioner Pierce gave a presentation at a previous Forward Devils Lake Board Meeting. The Forward Devils Lake Board is recommended to the Jobs Development Authority to not approve of the land transfer to the Law Enforcement Center.

Commissioner Knowski made a motion to deny the request and reopen it at a later date. Commissioner Hach seconded the motion. Discussion continued. The motion carried 4-1 on a roll call vote, with Commissioner Pierce dissenting.

SPENCER HALVORSON
CITY ADMINISTRATOR/AUDITOR

JIM MOE
PRESIDENT OF JOBS DEV. AUTHORITY

To: **Devils Lake Jobs Development Authority**

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

Date: **January 15, 2026**

Re: **Leon's Building Center**

Leon's Building Center is a supplier that offers building materials, cabinetry, doors, hardware, and more. They are located off Highway 2 West in Devils Lake.

They are looking for assistance to help with the renovation of their existing Façade. Specifically, they are upgrading the 1970's era façade, replacing rotted siding, and will be replacing the existing sign with a fresh logo.

An amount of \$10,000 was approved by the Forward Devils Lake Board at its January 7, 2026 meeting. It is recommended that the request be approved at 0% interest with a 50-month amortization.

Forward Devils Lake Project / Loan Application

PACE Loan _____ FlexPACE Loan _____ Small Bus Revolving Loan _____ Façade ☒ Industrial Park _____

Business Name: Leon's Building Center^{-DL} Project Title: Front Refresh

Address: 448 Hwy 2 W

Contact Person: Larissa Schmitz Phone: 701-866-1709 cell

701-284-6266 PR office

E-mail: larissa@leonsbuildingcenter.com

Amount Requested: \$10,000.00

Total Project Cost: \$16,135.28

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
- 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; 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 all loans borrowed.
- 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 in the property.
- All costs associated with any property / loan closing will be paid by the applicant, ie. 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.

Larissa Schmitz 12-30-2025
Signature of Applicant Date

Kerry A. Schmitz 12-30-2025
Signature of Co-Applicant Date

Larissa J Schmitz 12-30-2025
Printed Name of Applicant Date

Kerry A. Schmitz 12-30-2025
Printed Name of Co-Applicant Date

Executive Summary

Requested acreage if Industrial Park Application: _____

What types of infrastructure will be needed for your project? (Circle all that are applicable)

Rail – City Water – City Sewer – Electricity – Natural Gas – Hwy 2 Access – Other _____

Total Square Feet of Building: _____ Industry Type: _____

When will construction start: _____ Estimated completion date: _____

What is the outline of the proposed project? Up grade the 1970's era facade.
Replace Rotted siding. Remove old stone display under
front windows. Replace with all new product.

The primary purpose of the business is? Support Contractors & home owners
in area to maintain & build new structures. Help individuals
with hobby and home projects.

The products or services provided by the business are? Building materials, project
estimates and drafting services.

The local competitors of your business are? Timbers

How does your business differ from your competitors? Overall Service

What percentage of your business income is from Devils Lake? 90% Surrounding Area 10% Out of ND 0%
70% city 30% camp grounds

How many new jobs will this create?

Full Time – Current _____ Future _____

Part Time – Current _____ Future _____

If new jobs are created, what will be the average annual salary of the new jobs? _____

What are the loan terms in years? _____

TO BE COMPLETED BY FDL DIRECTOR

Applicant's Name and Title (Print) _____ Date _____

FDL Board Approval _____ Date _____

Date project completed _____ Final cost of project _____

Date of loan closing _____

Signed: _____ Forward Devils Lake – Executive Director

HORIZON

FINANCIAL BANK

12/30/25

Re: Leon's Building Center

Thank you for choosing Horizon Financial Bank to assist you with your loan. We have not verified income or deposits due to time constraints; however, after discussing your financial standing, it appears you may be qualified for a commercial loan in the amount of \$10,000.00

We would caution you not to enter into any new financial transactions (including significant credit card purchases). A decline in income, increased debt, or misrepresentation of information provided, may make this conditional "Credit Prequalification" modified or withdrawn. If changes do occur, please contact us to discuss and review your information.

Full loan approval will be contingent upon credit report, verified financial information, financing program, etc

Regards,



Cameron Frolik, V.P.

Munich
416 Main Street
PO Box 9
Munich, ND 58352
Phone: 701-682-5331
Fax: 701-682-5334

Osnabrock
329 Broadway
PO Box 67
Osnabrock, ND 58269
Phone: 701-496-3482
Fax: 701-496-3582

Devils Lake
204 Highway 2 West
PO Box 880
Devils Lake, ND 58301
Phone: 701-665-2020
Fax: 701-665-2021

Bismarck
1207 West Divide Ave.
PO Box 7160
Bismarck, ND 58507-7160
Phone: 701-751-7274
Fax: 701-751-7275

Online
HorizonFinancialBank.com
North Dakota Owned
North Dakota Operated
North Dakota Proud
Munich Bancshares, Inc.



- 105 4th Street E.
P.O. Box R
Park River, ND 58270
Phone (701) 284-6266



- 448 Hwy 2 W.
P.O. Box 1017
Devils Lake, ND 58301
Phone (701) 662-3416

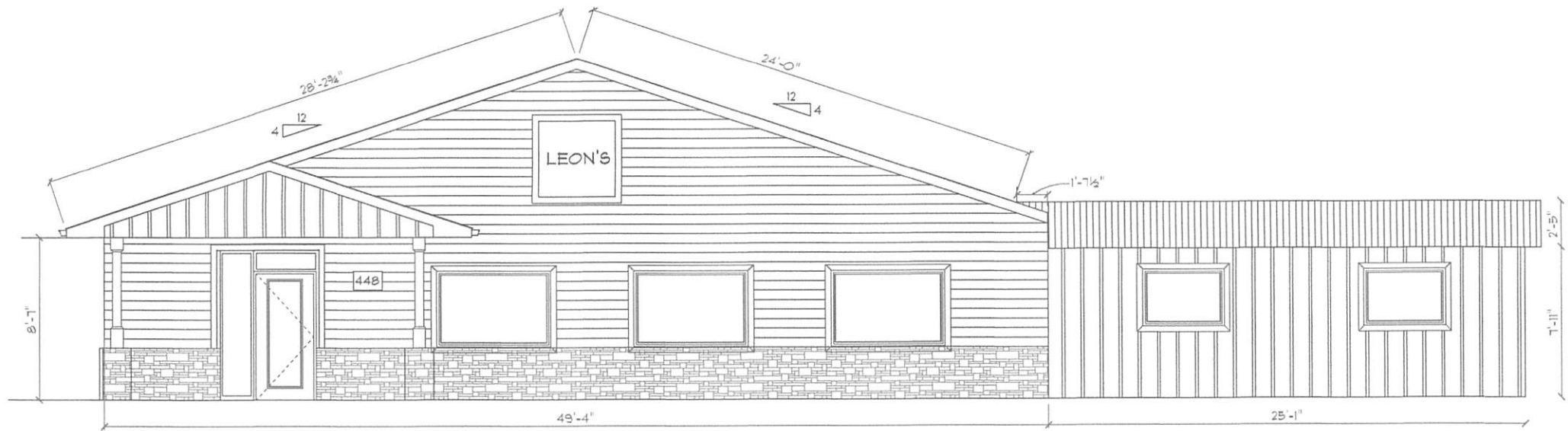
larissa@leonsbuildingcenter.com

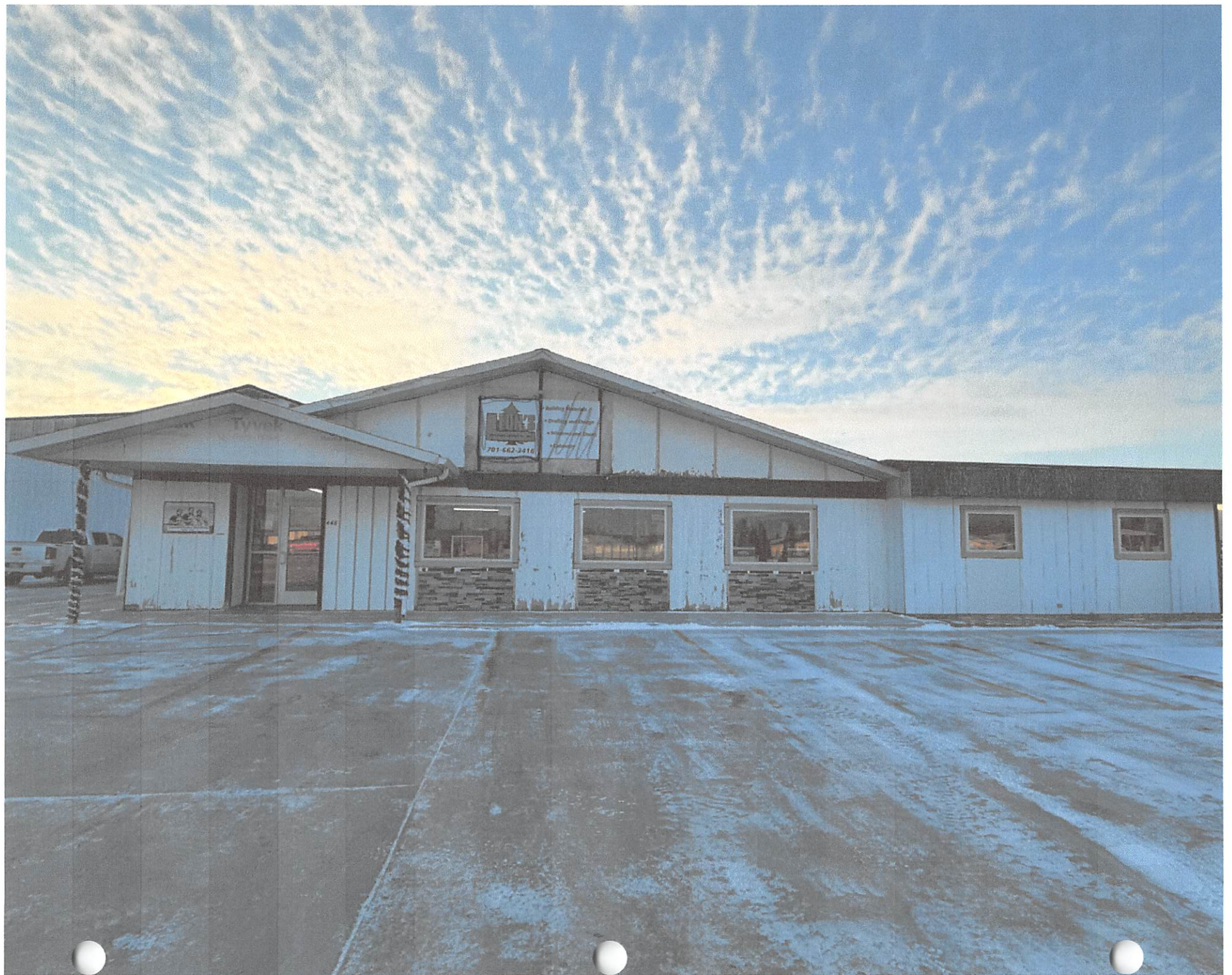
12-23-2025

Front Façade Project Cost:

New siding materials for front Street face only	\$ 5,869.36
6" LP & Board and Batton look	
New Front Door	\$ 6,279.28
New Front Door interior trim	\$ 86.64

Labor for removal of old siding and installation of new siding Street Face only	\$ 3,900.00
	\$ 16,135.28











448



To: Devils Lake Jobs Development Authority

From: Brady Ash, Forward Devils Lake

Date: January 15, 2026

Re: The Learning Pond

The Learning Pond is a newly formed business that will operate as a preschool and daycare in Devils Lake. They will be located at what used to be known as Felix's, off Highway 2 West. The facility will allow for the care of children aged newborn up to 12 years old.

Currently, they are looking for assistance to help with the start-up costs related to opening the daycare. These costs include, but not limited to, start-up equipment, furnishings curriculum materials, sensory tables, and more.

As The Learning Pond grows its roster, they will need to hire additional employees. At this time it is believed that they will need around 10 employees to care for the licensed maximum of 65 children.

The original request in the amount of \$18,000 was reviewed by the Forward Devils Lake Board at its January 7, 2026 and January 14, 2026 meetings. At the January 14 meeting, there was not a quorum to vote on an official approval of this request. It should be noted that there were no objections from either meeting on this request. There was an agreement on an initial amount of \$10,000. It is recommended that this amount be approved at 0% interest with a three-year amortization. The remaining \$8,000 may be considered following a six-month operating period, at which time the Board can evaluate the daycare's progress and operational needs.

**Forward Devils Lake
Project / Loan Application**

PACE Loan _____ FlexPACE Loan _____ Small Bus Revolving Loan _____ Façade _____ Industrial Park _____

Business Name: The Learning Pond Project Title: New Daycare

Address: 215 Highway 2 W Devils Lake ND

Contact Person: Katie Fowler Phone: 701-720-5951

E-mail: The-Learning-Pond@yahoo.com

Amount Requested: \$18,000 Total Project Cost: 30,000 +

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
- 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.
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- Buyer cannot sell the property without first constructing a building on the property and operating a business in the property.
- All costs associated with any property / loan closing will be paid by the applicant, ie. 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.

Katie Fowler 11/5/26
Signature of Applicant Date

Signature of Co-Applicant Date

Katie Fowler 11/5/26
Printed Name of Applicant Date

Printed Name of Co-Applicant Date

Executive Summary

Requested acreage if Industrial Park Application: _____

What types of infrastructure will be needed for your project? (Circle all that are applicable)

Rail – City Water – City Sewer – Electricity – Natural Gas – Hwy 2 Access – Other _____

Total Square Feet of Building: _____ Industry Type: _____

When will construction start: _____ Estimated completion date: _____

What is the outline of the proposed project? _____

The primary purpose of 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 percentage of your business income is from Devils Lake? _____ Surrounding Area _____ Out of ND _____

How many new jobs will this create?

Full Time – Current _____ Future _____

Part Time - Current _____ Future _____

If new jobs are created, what will be the average annual salary of the new jobs? _____

What are the loan terms in years? _____

TO BE COMPLETED BY FDL DIRECTOR

Applicant's Name and Title (Print) _____ Date _____

FDL Board Approval _____ Date _____

Date project completed _____ Final cost of project _____

Date of loan closing _____

Signed: _____ Forward Devils Lake – Executive Director

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Subtotal
\$8,978.17

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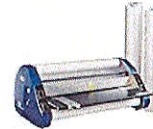
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GBC Ultima 65 Thermal
Roll Laminator, 27"
Maximum Width, 10
4.4 55
\$2,213⁶⁹



USI WrapSure Standard
Thermal Roll Laminating
Film, 1 Inch Core, 1.5 Mil,
4.6 90
\$85¹⁵



USI CSL 2700 Thermal
(Hot) Roll Laminator Kit,
Laminates Films up to
4.1 17
\$1,999⁹⁵

Office Products ▸ Office Electronics ▸ Presentation Products ▸ Laminators



**USI Thermal (Hot) Roll
Laminator, ARL 2700,**
Laminates Films up to
27 Inches Wide and 5
Mils Thick, UL Listed,
Industry's Best 2-Year
Warranty

Visit the USI Store

4.1 (19) | Search this page

\$1,899⁹⁵

Price history

Or **\$75¹⁹** /mo (48 mo). Select from 3
plans

Save up to 5% with business pricing.
Sign up for a free Amazon Business
account

Delivery & Support

Select to learn more



Ships from
New
Precision
Technology
LLC



30-day
easy
returns



Customer
Support

Click to see full view

Ask Rufus

What materials can it laminate?

Does it have a safety feature?

Is it hard to maintain?

Ask something else

Size: **ARL 2700 With Fans**

**ARL 2700
Plus Film**

\$2,099.95

**ARL 2700
With Fans**

\$1,899.95

Product details

Top highlights

Brand USI
Color Blue
Sheet Size A4, Letter, Legal, Tabloid

\$1,899⁹⁵

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13.** [Details](#)

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In Stock

Quantity: 1

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Buy Now

Shipper / Seller **New Precision
Technology LLC**

Returns **30-day
refund/replaceme
nt**

Payment **Secure transaction**

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\$199.99
- ☐ Complete Protect: One plan
covers all eligible past and
future purchases for
\$16.99/month

Add to List

amazon business

Save up to 5% on this product
with business-only pricing.

Create a free account



\$1

1



\$124.99

3



\$99.99

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Minot 58701

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Account

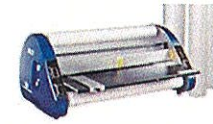
Subtotal
\$8,978.17

Go to Cart

Warm 15 minutes
Up Time

About this item

- **BEST-SELLING LAMINATOR:** Used in thousands of schools, offices and print shops nationwide. UL Listed.
- **EASY TO USE:** Features an adjustable temperature with digital readout, a quiet variable speed motor, electric reverse, an automatic shutoff feature, wraparound prevention bar, motor key lock, and more.
- **QUALITY AND RELIABILITY:** Produces excellent results using films up to 27 inches wide and up to 5 mils thick, with any finish.
- **BUILT TO LAST:** Includes a 3-year



USI CSL 2700 Thermal (Hot) Roll...

4.1 17

\$1,999⁹⁵

Sponsored



\$1

1



\$124.99

3



\$99.99

Item details

Features & Specs

Warranty & Feedback

See all product specifications

Additional Details



Small Business

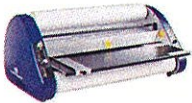
This product is from a small business brand. Support small.

Report an issue with this product or seller



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Frequently bought together



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Total price: **\$2,079.05**

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This item: USI Thermal (Hot) Roll Laminator, ARL 2700, Laminates Films up to 27 Inch...

\$1,899⁹⁵

USI WrapSure Standard Thermal Roll Laminating Film, 1 Inch Core, 1.5 Mil, 27 Inches x 500...

\$85¹⁵

USI WrapSure Standard Thermal Roll Laminating Film, 1 Inch Core, 3 Mil, 27 Inches x 250...

\$93⁹⁵

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Rufus

Amazon Haul

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Alexa+

Buy Again

Audible

Pet Supplies

Packers vs. Bears Saturday 7:30PM ET



katie, get a \$200 Amazon Gift Card upon approval for the Amazon Business Prime Card. No annual fee.
Terms apply.

Current subtotal: \$8,978.17

Gift Card savings: **- \$200.00**

Cost after savings: **\$8,778.17**

[Learn more](#)

Subtotal (67 items): **\$8,978.17**

This order contains a gift

[Proceed to checkout](#)

+ 1899.95
US1 Thermal Roll Laminator

Complete your basket with these items



VELCRO Brand Dots...
8,179

-32% \$6⁷⁰

(\$0.03/count)

Typical: \$9.02

FREE Delivery

Thursday, Jan 8

[Add to cart](#)



Astrobrights Mega...
709

-10% \$19⁸⁶

(\$0.06/count)

List: \$21.99

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[Add to cart](#)



Astrobrights Color...
1,714

\$15⁹² (\$0.06/count)

FREE Delivery

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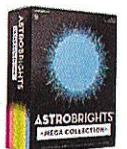
Scotch Permanent...
11,017

\$14⁹⁹ (\$2.50/count)

FREE Delivery

Wednesday, Jan 7

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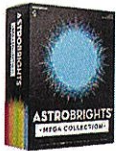
Astrobrights Mega...
1,636

\$18⁹⁷ (\$0.06/count)

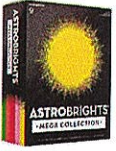
FREE Delivery

Thursday, Jan 8

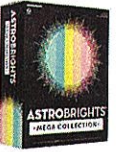
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Astrobrights Mega...
3,793
-6% \$18⁷⁵
(\$0.06/count)
List: \$19.99
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[Add to cart](#)



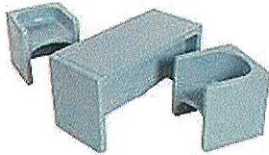
Astrobrights Mega...
756
\$22⁷⁵ (\$0.04/count)
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Astrobrights Mega...
985
-10% \$19⁸⁰
(\$0.03/pack)
List: \$21.99
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Shopping Cart

[Deselect all items](#)



ECR4Kids Tri-Me Table and Cube Chair Set, Multipurpose Furniture, Powder Blue, 3-Piece

In Stock

Shipped from: [ECR4KIDS](#)

FREE delivery Jan 14 - 16

Gift options not available. [Learn more](#)

Color: Powder Blue

1

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)

Price

\$124⁹⁹

Lowest price in 30 days



ECR4Kids Stackable Kiddie Cot, Ready-to-Assemble, Standard Size, Classroom Furniture, Blue, 6-Pack

In Stock

FREE delivery Thu, Jan 8

[FREE Returns](#)

Gift options not available. [Learn more](#)

Color: Blue

Size: Standard (23" x 52")

Style: without Sheets

3

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\$124⁹⁹

(\$20.83 / count)



Graco Slim Snacker High Chair, Ultra Slim, Fast-Folding, Multiple Recline Positions, Comfortable Feeding, Whisk

\$99⁹⁹
(\$99.99 / count)

#1 Best Seller in Baby Highchairs

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Color: Whisk

3

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Learning Resources Primary Science Jumbo Magnifiers with Stand - 6 Pieces, Ages 3+, Science Classroom Accessories, In Stock

\$46⁵⁸

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Size: 4-1/2 in dia

Style: Magnifiers

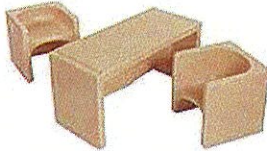
2

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ECR4Kids Tri-Me Table and Cube Chair Set, Multipurpose Furniture, Sand, 3-Piece

\$124⁹⁹

Lowest price in 30 days

Only 1 left in stock - order soon.

FREE delivery **Thu, Jan 8**

FREE Returns

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Color: Sand

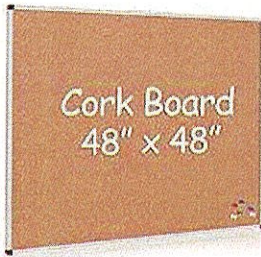
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Board2by Extra Large Cork Bulletin Board 48" X 48", Foldable Notice Pin Board for Wall, Silver Aluminum Framed 4'x4'

\$69⁹⁹

Lowest price in 30 days

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

Forestry practices

This is a gift [Learn more](#)

Color: Silver

Size: 48" x 48"

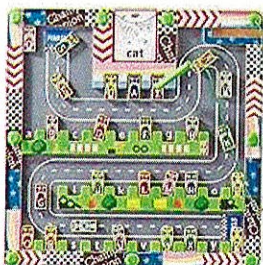
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Save for later

Compare with similar items

Share



Magnetic Maze Montessori Toys – Toddler Toys & Kids Games Designed for Preschool Learning Activities, Enhancing Fine

\$15⁹⁹

Exclusive Prime price

In Stock

FREE delivery **Thu, Jan 8**

[FREE Returns](#)

This is a gift [Learn more](#)

Color: Green

1

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)



Gamenote 30 Pack Dry Erase Pockets with 5 Rings, 10 Assorted Colors 10x14 Oversized Reusable Plastic Sleeves, Clear Sheet

\$19⁹⁹

In Stock

FREE delivery **Fri, Jan 9** for Prime members

[FREE Returns](#)

This is a gift [Learn more](#)

Number of Items: 30

2

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)



FINEST+ Voice Recording Button for Communication Pet Training Buzzer, 30 Second Record&Playback Dog Toy, Voice Recording

\$12³⁰

In Stock

FREE delivery **Thu, Jan 8**

[FREE Returns](#)

This is a gift [Learn more](#)

1

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VELCRO Brand 5 Ft x 3/4 In | White Tape Roll with Adhesive | Cut Strips to Length | Sticky Back Hook and Loop Fasteners |

\$5⁷⁴

[Save more with Subscribe & Save](#)

In Stock

FREE delivery **Thu, Jan 8**

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This is a gift [Learn more](#)

Style: Roll

Color: White

Size: 5 ft x 3/4 in

1

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NORITER PROJECT | Dream Bundle (Double-Sided Magnetic Marker Board + Birchwood Stand + Alphabet Magnets + Fruit

\$399⁰⁰

In Stock

Shipped from: Dchoi Global

FREE delivery **Wed, Jan 14**

Gift options not available. [Learn more](#)

Style: Dream Bundle

2

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Learning Resources Tumble Trax Magnetic Marble Run - Montessori , Classroom Must Haves, Small Magnets Balls, STEM

\$29⁹⁹

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Pattern Name: Magnetic Marble Run

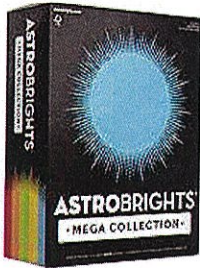
1

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Astrobrights Mega Collection, Colored Paper, Classic 5-Color Assortment, 625 Sheets, 24 lb/89 gsm, 8.5" x 11" - MORE

\$18¹⁵

(\$0.03 / count)

[Save more with Subscribe & Save](#)

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Size: 1 Ream

1

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Neenah Index Cardstock, 8.5" x 11", 90 lb./163 gsm, White, 300 Sheets, Lightweight, 94 Brightness - EXTRA SHEETS, MORE

\$13⁰⁹

(\$0.04 / count)

[Save more with Subscribe & Save](#)

#1 Best Seller in Card Stock

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

[Safer chemicals](#) +1 more

This is a gift [Learn more](#)

Size: 300 Count (Pack of 1)

Style: Single

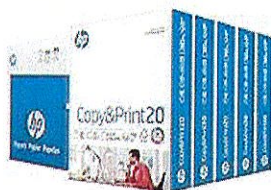
1

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HP Printer Paper | 8.5 x 11 Paper | Copy & Print 20 lb | 5 Ream Case - 2500 Sheets| 92 Bright Made in USA - FSC Certified|

\$28⁹⁹

(\$0.01 / count)

[Save 5% now with Subscribe & Save](#)

In Stock

FREE delivery **Fri, Jan 9** for Prime members

FREE Returns

[Forestry practices](#)

This is a gift [Learn more](#)

Size: 5 Pack | 2500 Sheets

Style: Standard Size (8.5x11)

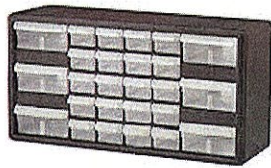
1

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Akro-Mils 26-Drawer Plastic Drawer Storage Cabinet for Garage Organization, Bead Organizer, Building Bricks Storage, Teacher

\$32⁹⁹

Usually ships within 3 to 5 days

FREE delivery Jan 13 - 16 for Prime members

[FREE Returns](#)

This is a gift [Learn more](#)

Color: Black

Size: 26 Drawer

Style: 1 pack

2

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LOVIMAG Fridge Magnets 12Pcs Refrigerator Whiteboard Small Strong Magnet Classroom Kitchen Accessories Decorative

\$6⁹⁹

(\$0.58 / count)

[#1 Best Seller](#) in Refrigerator Magnets

In Stock

FREE delivery Thu, Jan 8

[FREE Returns](#)

This is a gift [Learn more](#)

Color: Black

Size: 12 pcs

1

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Gorilla Mounting Putty, Natural Tan Color, 168 Pre-Cut Squares (Pack of 1) - Non-Toxic Removable & Repositionable Wall Putty

\$5⁴⁸

[Save more with Subscribe & Save](#)

[#1 Best Seller](#) in Adhesive Putty

In Stock

FREE delivery Thu, Jan 8

[FREE Returns](#)

This is a gift [Learn more](#)

Style: 4 Ounce

Size: 1 Pack

1

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[Compare with similar items](#)

[Share](#)



KILINEO Refillable Retractable White Correction Tape, Pen Shaped White Smooth Pull Out Japanese Aesthetic Cute

\$13⁴⁵

(\$3.36 / count)

[Save more with Subscribe & Save](#)

In Stock

FREE delivery Thu, Jan 8

[FREE Returns](#)

This is a gift [Learn more](#)

1

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Joyberg 125Pcs Binder Clips Colored, Binder Clips Assorted Sizes, 6 Sizes Binder Paper Clips for Office Supplies/Home/School

In Stock

\$6⁹⁹

(\$0.06 / count)

Save 10% now with
Subscribe & Save >

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Size: 125PCS

Color: Mixed Colors

1

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Vinaco Paper Clips Colorful, 400PCS Medium and Jumbo (1.3 inch & 2 inch) Paper Clips, Durable and Rustproof, Coated

In Stock

\$12⁹¹

(\$0.03 / count)

Save 5% now with
Subscribe & Save >

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Size: Medium and Jumbo

Style: Smooth - Colorful

1

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The Original Duck Brand Duct Tape, 1-Pack 1.88 Inch x 60 Yard, Silver (394475)

#1 Best Seller in Duct Tape

In Stock

\$7¹⁶

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Subscribe & Save >

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Size: 1 Roll, 60 yds

1

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EXPO Dry Erase Markers Ultimate Pack, Chisel, Fine, Ultra Fine, Mixed Tips, Assorted Colors, 40 Count - Whiteboard, Essential

In Stock

\$21⁵⁷

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Subscribe & Save >

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

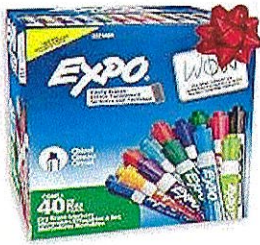
1

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[Compare with similar items](#)

[Share](#)



Expo Dry Erase Markers, Low Odor Ink, Assorted Fashion Colors, Chisel Tip, 40 Count - Whiteboard, Essential Supplies for

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Size: 40 Count

1

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[Compare with similar items](#)

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\$26⁴⁰

Save 5% now with
[Subscribe & Save](#)



Paper Mate Felt Tip Pens, Flair Marker Pens, Medium Point, Assorted, 24 Count - Home, Office, Back to School, Teacher

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Size: 24 Count

1

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[Compare with similar items](#)

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Limited time deal

-21% **\$15⁸⁸**

(\$0.66 / count)

List Price: \$19.99



Eamay Classroom Monthly Calendar Pocket Chart with 45 Pocket, 3 Storage Pockets for Easy Wall or Stand Chart (Black)

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Color: Black

3

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)

\$16⁹⁹



400 Pcs Name Tags Colorful Sticker-16 Colors (3"x2") Hello My Name is Peel & Stick Identification Badges for School, Office,

#1 Best Seller in Identification Badges

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Color: 400 Psc

1

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[Save for later](#)

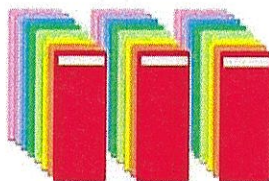
[Compare with similar items](#)

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\$5⁹⁹

(\$0.01 / count)

Save 5% now with
[Subscribe & Save](#)



Spakon 40 Pack Library Book Dividers with Repositionable Stickers 4 x 12 Inch Library Shelf Marker Back to School Gift

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Number of Items: 40

1

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\$12⁹⁹



EXPO Dry Erase Markers, Low Odor Ink, Black, Fine Tip, 12 Count - Whiteboard, Calendar, Organization, Essential Supplies for

\$11⁹⁵
(\$1.00 / count)

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

Gift options not available. [Learn more](#)

1

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

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MR.SIGA Mini Dustpan and Brush Set, Portable Cleaning Brush and Dustpan Combo with Bamboo Handle, 1 Set

\$13⁹⁹

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Color: White

1

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

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wexpw 50 Pieces 3x4 inch Adhesive Plastic Pockets Sleeves with 50 Pieces White Insert Cards, Self Adhesive Clear Label Holder

\$8⁹⁹

[Save more with Subscribe & Save](#)

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

1

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[Compare with similar items](#)

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DIYMAG Magnetic Tape, 10 Feet x 1/2 Inch 2 Rolls Strong Magnetic Strip with Self Adhesive Flexible Magnet Tape Roll for

\$9⁹⁹

Only 14 left in stock - order soon.

FREE delivery **Fri, Jan 9** for Prime members

FREE Returns

This is a gift [Learn more](#)

Style: 2Roll-20Ft

1

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[Save for later](#)

[Compare with similar items](#)

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VELCRO Brand Dots with Adhesive | 250pk, White | Small 1/2 Inch Circles | Sticky Back Round Dots for Secure Mounting in

Limited time deal

-24% **\$12¹⁹**

List Price: \$15.99

[Save more with Subscribe & Save](#)

In Stock

FREE delivery **Thu, Jan 8**

FREE Returns

This is a gift [Learn more](#)

Color: White

Size: 250Pk

Style: VELCRO Brand Dots

1

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[Compare with similar items](#)

[Share](#)



Duck Brand Color Duct Tape Pride Combo 6-Pack, Red, Orange, Yellow, Green, Blue and Purple, 115 Yards Total

\$25⁹⁹

In Stock

FREE delivery **Fri, Jan 9** for Prime members

[FREE Returns](#)

Gift options not available. [Learn more](#)

Style: Pride

1

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Deco Brothers Desk Organizers Pen Holder Office Caddy Storage, Black

\$15⁹⁷

In Stock

FREE delivery **Thu, Jan 8**

[FREE Returns](#)

This is a gift [Learn more](#)

Color: Black

1

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Swingline Paper Cutter, Guillotine Trimmer, 12" Cut Length, 10 Sheet Capacity, ClassicCut Lite (9312)

\$37⁸⁴

In Stock

FREE delivery **Thu, Jan 8**

[FREE Returns](#)

This is a gift [Learn more](#)

Size: 10 Sheet Capacity

Style: ClassicCut Lite

1

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Learning Through PLAYtrays Tuff Tray for Sensory Play (Large, Black) – Premium Textured Play Tray Sand & Water, Sensory Bin

\$119⁹⁹

In Stock

FREE delivery **Tue, Jan 13** for Prime members

[FREE Returns](#)

This is a gift [Learn more](#)

Color: Black

Size: Large

3

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ECR4Kids 2-Station Art Easel with Storage, Classroom Supplies, Natural

\$299⁹⁹

In Stock

Shipped from: [ECR4KIDS](#)

FREE delivery **Jan 14 - 16**

Gift options not available. [Learn more](#)

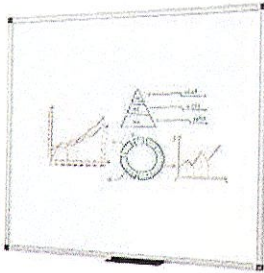
3

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VIZ-PRO Dry Erase Board/Magnetic Whiteboard, 48 x 48 Inches, Large Wall Mounted Board for School Office and Home 4' x 4'

\$148⁹⁰

In Stock

FREE delivery Fri, Jan 9 for Prime members

FREE Returns

This is a gift [Learn more](#)

Size: 48"W x 48"H

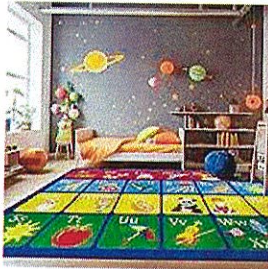
3

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[Compare with similar items](#)

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Rugshop Kids Alphabet Educational Learning High Traffic Living Room, Bedroom, Kitchen, Home Office Non Slip Area Rug 5' x 7'

Limited time deal

-45% **\$77⁴¹**

List Price: ~~\$139.99~~

In Stock

FREE delivery Mon, Jan 12 for Prime members

FREE Returns

This is a gift [Learn more](#)

Color: Multi Color

Size: 5' x 7' (Rectangular)

4

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)



Jonti-Craft 3781JC Living Room 4 Piece Set, Wheat

\$1,323⁹⁹

Only 1 left in stock (more on the way).

FREE delivery Jan 21 - 27 for Prime members

FREE Returns

Gift options not available. [Learn more](#)

Color: Wheat

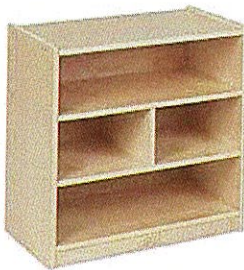
3

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[Save for later](#)

[Compare with similar items](#)

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ECR4Kids Mobile Block Storage Cart, Small, Classroom Furniture, Natural

\$104⁹⁹

Lowest price in 30 days

In Stock

Shipped from: [ECR4KIDS](#)

FREE delivery Jan 14 - 16

Gift options not available. [Learn more](#)

Color: Natural

2

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)



ECR4Kids Bentwood Table and Curved Back Chair Set, Kids Furniture, Earthtone, 5-Piece

\$134⁹⁹

Lowest price in 30 days

In Stock

Shipped from: [ECR4KIDS](#)

FREE delivery Jan 14 - 16

Gift options not available. [Learn more](#)

Color: Earthtone

2

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)

Subtotal (67 items): \$8,978.17

Your Items

[Saved for later \(22 items\)](#)

[Buy it again](#)

Bowl sets (3)

Dry erase sheets (1)

Office tape (1)

Porous-point pens (2)

Office products (1)

Pencil holders & pen holders (1)

Dry erase boards (1)

Girls' novelty scarves (1)

Platters (1)

Timers (1)

[See more categories](#)



Dot Markers for Toddlers Kids Preschool, Bingo Daubers W...

Limited time deal

-10% **\$11⁶⁹** (\$1.46 / count)

List Price: \$12.99

#1 Best Seller in Bingo Daubers

10K+ bought in past month

In Stock

& **FREE Returns**

Number of Items: 8

[Move to cart](#)

[Delete](#)

[Add to list](#)

[Compare with similar items](#)



Crayola Ultra Clean Washable Broad Line Markers (12 Boxe...

\$49¹⁰

100+ bought in past month

In Stock

& **FREE Returns**

[Move to cart](#)

[Delete](#)

[Add to list](#)

[Compare with similar items](#)



AIVIAI Juggling Scarves for Kids Play 24 Pcs Dance Musi...

\$11⁹⁹

1K+ bought in past month

In Stock

& **FREE Returns**

[Move to cart](#)

[Delete](#)

[Add to list](#)

[Compare with similar items](#)



AVLA 12 Pcs Plastic Snack Serving Tray, 12 Inch Unbrea...

\$27⁹⁹

In Stock

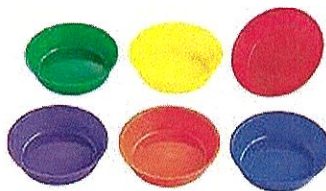
& **FREE Returns**

[Move to cart](#)

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Sorting Bowls - Set of 6

\$9⁶³

In Stock

& **FREE Returns**

[Move to cart](#)

[Delete](#)

[Add to list](#)

[Compare with similar items](#)



6 Pcs Colorful Hourglass Sandglass Timer Sand Timer...

\$24⁸⁸

(\$4.15 / count)

100+ bought in past month

In Stock

& **FREE Returns**

Color: 6 Pcs

Your Shopping Cart

Item Details

Quantity Total Price



\$550.99 each

[Sand & Water Table w/ Lid \(20" H\)](#)

SKU: SPG-5118

- 1 + \$550.99

[Edit](#)

[Delete](#)



\$550.99 each

[Sand & Water Table w/ Lid \(25" H\)](#)

SKU: SPG-5119

- 1 + \$550.99

[Edit](#)

[Delete](#)

Order Summary

Subtotal (2 items)

Shipping & taxes calculated on the next step.

Estimated Total

CHECKOUT

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Pay with  >>

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EMAIL CART

CHAT WITH US



Hello!
Can our specialists help you
find anything?
We're here to help!

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Customers Also Purchased

Live Chat

}



Learniture
[Mobile Stool](#)
[Cafeteria Table - 12](#)
\$1,877.99 -
\$2,426.99
 ★★★★★



Learniture
[Round Mobile Stool](#)
[Cafeteria Table - 8](#)
\$1,835.99 -
\$2,208.99
 ★★★★★ 4.3



Norwood
 Commercial
 Furniture
[Indoor/Outdoor](#)
[Bean Bag Ottoman](#)
\$89.99
 ★★★★★



Norwood
 Commercial
 Furniture
[Indoor Bean Bag](#)
[Ottoman](#)
\$89.99
 ★★★★★

Testimonials

"Fast delivery service and always get exactly what I was expecting. Great quality merchandise!"

— Jill R., Lincoln Intermediate

"The order was simple, the shipping was fast and the product was excellent!"

— Colleen E., The Kristine Project

"Ease and accuracy of the entire process from start to finish."

— Charles C., GoHypersonic Inc.

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 We're here to help!

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Shop with confidence



Email Address



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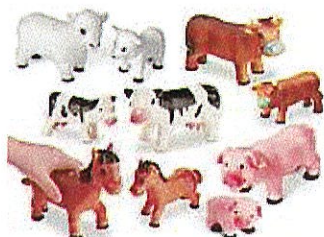
[Accessibility](#)



Live Chat

My Cart (56)

Ship Order (27)



Soft & Squeezy Farm Animals

Item # RA367

\$39.99 ea

3

\$119.97



Wild Animal Oasis

Item # GG434

\$49.99 ea

2

\$99.98



Panda Village Block Set

Item # HH482

\$69.99 ea

Estimated ship date: 03/26/26

2

\$139.98



Lakeshore Science Viewers - Set of 3

Item # LM605

\$69.99 ea

2

\$139.98



Pretend & Play Mailbox

Item # LA815

\$39.99 ea

2

\$79.98



Turn & Learn Magnetic Gears

Item # DD939

\$24.99 ea

~~\$39.99~~

2

\$49.98



Snap-Bots

Item # PP838

\$39.99 ea

2

\$79.98



Engineer-A-Coaster Activity Kit

Item # LL570

\$39.99 ea

~~\$59.99~~

2

\$79.98



Real Bugs Discovery Kit

Item # DD646

\$29.99 ea

Estimated ship date: 04/13/26

2

\$59.98



Construction Paper - 9" x 12" Case of 50 Packs (2,500 Sheets) - Assorted Colors

Item # TA60ACX

\$73.50 ea



Shipping restrictions apply.

1

\$73.50



Lakeshore Fully Washable Liquid Tempera Paint - Pint - Set of 10 Colors

Item # PX2020

\$45.50 ea



Shipping restrictions apply.

2

\$91.00



Nylon-Bristle Paintbrushes - Set of 10

Item # LC1340X

\$14.99 ea

2

\$29.98



Regular Dot Art Painters - Set of 6

Item # EV212

\$19.99 ea

2

\$39.98



Easy-Clean Craft Trays - Set of 4

Item # BX532

\$24.99 ea

3

\$74.97



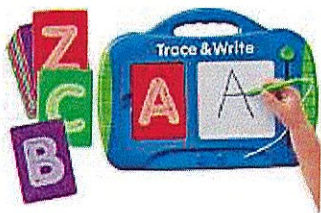
Learn the Alphabet! Dough Mats

Item # LA299

\$19.99 ea

2

\$39.98



Trace & Write Alphabet Center

Item # LL681

\$19.99 ea

~~\$39.99~~

2

\$39.98



Learn to Draw! Magic Board

Item # TT271

\$39.99 ea

Estimated ship date: 02/17/26

2

\$79.98



Soft & Safe Mirror Blocks

Item # BC407

\$59.99 ea

2

\$119.98



Building Language Discovery Boxes

Item # GG366

\$79.99 ea

2

\$159.98



Click & Pose Farm Animals

Item # CF639

\$24.99 ea

2

\$49.98



Button Size-Sorting Box

Item # AA775

\$29.99 ea

2

\$59.98



My First Magnetic Builders

Item # DR412

\$49.99 ea

2

\$99.98



Shapes Discovery Boxes

Item # GG487

\$69.99 ea

2

\$139.98



Little Hands Music Makers

Item # FS281

\$29.99 ea

2

\$59.98



Soft & Safe Building Blocks

Item # RR794

\$69.99 ea

2

\$139.98



Toddler-Safe Light Table Sensory Bundle

Item # AA855X

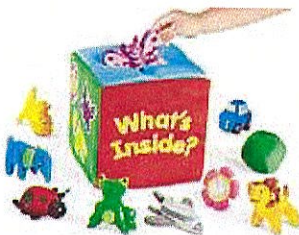
\$769.00 ea



Shipping restrictions apply.

3

\$2,307.00



What's Inside? Soft Feely Box

Item # JJ909

\$59.99 ea

2

\$119.98

Estimated Shipping ⓘ

tbd

Estimated Taxes ⓘ

tbd

[Enter Your Shipping Zip Code](#)

Order Subtotal

\$4,576.00

Spencer Halvorson

From: director@forwarddevilslakend.com
Sent: Thursday, January 8, 2026 10:59 AM
To: Spencer Halvorson
Cc: Brina Schuh
Subject: Mobile Career Exploration Invoice
Attachments: 2026 MCEC JDA Invoice.pdf; North Central Planning - MCEC Memo.pdf

Spencer & Brina –

Attached is an invoice from North Central Planning Council for \$16,079 for the continued funding for the MCEC. Back in May, the JDA approved a maximum amount of \$30,537.89 to be allocated annually towards this project for 2026 & 2027 should one or two counties not participate in the funding. It appears each county in the region did put in their fair share. Let me know if you have any questions.

Thanks!

Brady Ash
Executive Director
Forward Devils Lake Corporation
director@forwarddevilslakend.com

P: (701) 662-4933

C: (701) 381-9401

<https://www.forwarddevilslakend.com/>



Date: 1/8/2026
For: 2026 Sponsorship

Balance due	\$	16,079.00
-------------	----	-----------

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.

ORDINANCE NO. 1033

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS CHAPTER 13.36 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 13.36 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

Chapter 13.36 - NON-EXCLUSIVE FRANCHISE FOR CABLE COMMUNICATIONS
SYSTEM (MIDCONTINENT COMMUNICATIONS)

OUTLAY #5

Below is a summary of costs incurred relating to the JDA Single Family Housing Pilot Program for this pay application

1300 16th St SE	Gleason Companies	\$ 39,500.00	MEP Rough-Ins Complete (electrical, plumbing, HVAC)
1301 16th St SE	Gleason Companies	\$ 39,500.00	MEP Rough-Ins Complete (electrical, plumbing, HVAC)
1302 16th St SE	Gleason Companies	\$ 39,500.00	MEP Rough-Ins Complete (electrical, plumbing, HVAC)
1305 16th St SE	Gleason Companies	\$ 39,500.00	MEP Rough-Ins Complete (electrical, plumbing, HVAC)
		<u>\$ 158,000.00</u>	

Certified this date, 01/20/2026 by:
Spencer Halvorson, City Administrator

PAYMENT APPLICATION

Page 1

TO: JDA of Devils Lake 423 6th St NE Devils Lake, ND 58301 Attn:	PROJECT NAME AND LOCATION: 25007 HIF Homes New Single Family Homes 2025 1300-1305 16th St SE Devils Lake ND 58301	APPLICATION # 5 PERIOD THRU: 12/31/2025 PROJECT #s: 25007 DATE OF CONTRACT: 06/05/2025	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/>
FROM: Gleason Construction Inc PO Box 1080 Devils Lake ND 58301	Gleason Companies PO Box 10545 Fargo ND 58106		
FOR: Single Family Homes			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$1,580,000.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,580,000.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,264,000.00
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,264,000.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,106,000.00
8. PAYMENT DUE	\$158,000.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$316,000.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Gleason Construction Inc

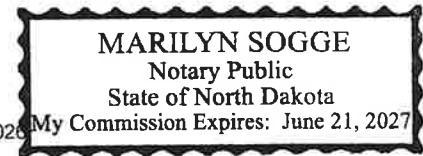
By: *[Signature]* Date: 1/7/2026

State of: North Dakota

County of: Ramsey

Subscribed and sworn to before

me this 7th day of January 2026



Notary Public: Marilyn Sogge

My Commission Expires: June 21, 2027

By: *[Signature]*

CONTINUATION PAGE

Page 2 of 5

PROJECT: 25007 HIF Homes
New Single Family Homes 2025

APPLICATION #: 5
DATE OF APPLICATION: 12/31/2025
PERIOD THRU: 12/31/2025
PROJECT #s: 25007

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1300 00	1300 16th St SE								
1300 01	Loan Closing/Mobilization/Material Ordering	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1300 02	Excavation & Foundations Ongoing (Footings, Slab, Basement)	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1300 03	Foundation Complete (Footings, Slab)	\$59,250.00	\$59,250.00	\$0.00	\$0.00	\$59,250.00	100%	\$0.00	
1300 04	Framing Ongoing (Walls, Roof Structure, Sheathing)	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1300 05	Framing Complete (Walls, Roof Structure, Sheathing)	\$59,250.00	\$59,250.00	\$0.00	\$0.00	\$59,250.00	100%	\$0.00	
1300 06	Roofing, Windows, Exterior Doors Installed: Dried-In	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1300 07	MEP Rough-Ins Complete (Electrical, Plumbing, HVAC)	\$39,500.00	\$0.00	\$39,500.00	\$0.00	\$39,500.00	100%	\$0.00	
1300 08	Insulation/Drywall/Siding Complete (Insulation, Drywall Hung, Mudded)	\$39,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$39,500.00	
1300 09	Interior Finishes Complete (Cabinets, Flooring, Painting, Trim)	\$19,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,750.00	
1300 10	Final Finishes & Certificate of Occupancy Issued	\$19,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,750.00	

CONTINUATION PAGE

Page 3 of 5

PROJECT: 25007 HIF Homes
New Single Family Homes 2025

APPLICATION #: 5
DATE OF APPLICATION: 12/31/2025
PERIOD THRU: 12/31/2025
PROJECT #s: 25007

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ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1301 00	1301 16th St SE								
1301 01	Loan Closing/Mobilization/Material Ordering	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1301 02	Excavation & Foundations Ongoing (Footings, Slab, Basement)	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1301 03	Foundations Complete (Footings, Slab)	\$59,250.00	\$59,250.00	\$0.00	\$0.00	\$59,250.00	100%	\$0.00	
1301 04	Framing: Ongoing (Walls, Roof Structure, Sheathing)	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1301 05	Framing Complete (Walls, Roof Structure, Sheathing)	\$59,250.00	\$59,250.00	\$0.00	\$0.00	\$59,250.00	100%	\$0.00	
1301 06	Roofing, Windows, Exterior Doors Installed: Dried-In	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1301 07	MEP Rough-Ins Complete (Electrical, Plumbing, HVAC)	\$39,500.00	\$0.00	\$39,500.00	\$0.00	\$39,500.00	100%	\$0.00	
1301 08	Insulation/Drywall/Siding Complete (Insulation, Drywall Hung, Mudded)	\$39,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$39,500.00	
1301 09	Interior Finishes Complete (Cabinets, Flooring, Painting, Trim)	\$19,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,750.00	
1301 10	Final Finishes and Certificate of Occupancy Issued	\$19,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,750.00	
	SUB-TOTALS	\$790,000.00	\$553,000.00	\$79,000.00	\$0.00	\$632,000.00	80%	\$158,000.00	

CONTINUATION PAGE

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New Single Family Homes 2025

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1302 00	1302 16th St SE								
1302 01	Loan Closing/Mobilization/Material Ordering	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1302 02	Excavation & Foundations Ongoing (Footings, Slab, Basement)	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1302 03	Foundation Complete (Footings, Slab)	\$59,250.00	\$59,250.00	\$0.00	\$0.00	\$59,250.00	100%	\$0.00	
1302 04	Framing Ongoing (Walls, Roof Structure, Sheathing)	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
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1302 07	MEP Rough-Ins Complete (Electrical, Plumbing, HVAC)	\$39,500.00	\$0.00	\$39,500.00	\$0.00	\$39,500.00	100%	\$0.00	
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1302 09	Interior Finishes Complete (Cabinets, Flooring, Painting, Trim)	\$19,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,750.00	
1302 10	Final Finishes & Certificate of Occupancy Issued	\$19,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,750.00	
		</							

CONTINUATION PAGE

Page 5 of 5

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New Single Family Homes 2025

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1305 00	1305 16th St SE								
1305 01	Loan Closing/Mobilization/Material Ordering	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
1305 02	Excavation & Foundations Ongoing (Footings, Slab, Basement)	\$39,500.00	\$39,500.00	\$0.00	\$0.00	\$39,500.00	100%	\$0.00	
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1305 07	MEP Rough-Ins Complete (Electrical, Plumbing, HVAC)	\$39,500.00	\$0.00	\$39,500.00	\$0.00	\$39,500.00	100%	\$0.00	
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1305 10	Final Finishes & Certificate of Occupancy Issued	\$19,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,750.00	
	TOTALS	\$1,580,000.00	\$1,106,000.00	\$158,000.00	\$0.00	\$1,264,000.00	80%	\$316,000.00	

	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	BUDGET
9201	LAKE REGION GROWTH FUND	2023	2024	2025	2026
36100	INTEREST	0	1,003	3,938	-
36800	RENT	0	9,450	9,450	-
36900	MISCELLANEOUS	0	4,731	25,827	-
36950	PRINCIPAL PAYMENTS ON LOANS	0	138,654	28,809	41,000
36960	INTEREST PAYMENTS ON LOANS	0	38	405	
700	TRANSFER IN/OUT				
39930	SALES TAX TRANSFER (FROM 2034)	0	228,144	227,026	223,980
39990	TRANSFER IN	512,211	-	-	-
	TOTAL REVENUES	512,211	382,020	295,456	264,980
	EXPENSES				
43120	LEGAL FEES	0	-	0	-
43170	ADMINISTRATION FEES	0	350	2,540	500
43600	PUBLISHING & PRINTING	0	-	0	-
44900	MISCELLANEOUS	0	2,785	35,032	10,000
56280	REAL ESTATE TAXES	0	-	0	-
57330	INTEREST BUYDOWN (PACE)	0	62,098	30,339	70,000
57380	AFFORD HOUSING INTEREST BUYDOWN	0	6,324	2,492	6,200
57440	FACADE LOAN POOL	0	24,200	40,000	30,000
57490	LOANS THIS YEAR	0	-	10,000	25,000
57860	MINI GRANT DEV. EXP.	0	-	0	-
56320	LAND PURCHASE	0	-	0	-
57500	2020 PROGRAM	0	44,322	26,202	20,000
57510	BUSINESS TRAINING	0	11,463	0	10,000
57520	RWIP	0	50,000	20,000	31,000
57530	SPONSORSHIPS	0	130,000	50,000	50,000
57540	LOAN GUARANTY	0	-	0	
58010	GRANTS THIS YEAR	0	-	0	-
700	TRANSFER IN/OUT				
43020	ADMINISTRATION (TO 1000)	0	1,200	1,200	1,200
57830	HANGAR LEASE SUBSIDY (TO 8015)	0	-	0	-
55100	CITY BEAUTIFICATION (TO 8008)	0	10,000	10,000	10,000
58410	SPECIAL ASSESSMENTS	0	-	0	-
58900	TRANSFER IN/OUT	0	0	0	-
	TOTAL EXPENDITURES	0	342,741	227,805	263,900
	REVENUE OVER (UNDER) EXP	512,211	39,278	67,651	1,080
	BEGINNING JANUARY BALANCE	0	512,211	551,489	619,140
	ACTUAL/ESTIMATED REVENUES	512,211	382,020	295,456	264,980
	ACTUAL/ESTIMATED EXPENDITURES	0	342,741	227,805	263,900
	ENDING DECEMBER BALANCE	512,211	551,489	619,140	620,220

**MEETING MINUTES OF THE CITY COMMISSION
OF THE CITY OF DEVILS LAKE, ND
JANUARY 05, 2026**

The regular meeting of the Devils Lake City Commission was held on January 05, 2026, with the following members present: President Moe and Commissioners Hach, Pierce, Knowski and Uhlenkamp.

MEETING ITEMS

- 1) Call to Order
- 2) Approval of Minutes – December 15, 2025

Commissioner Knowski made a motion to approve the minutes of the December 15, 2025, City Commission meeting. Commissioner Uhlenkamp 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 that it is fishing derby month and that the ice is looking good. He said they are working on their annual fire report and will hopefully have that ready by the second meeting in February.

Commissioner Pierce said that the military appreciation banner project is going well. They are up to 41 banners, but they are hoping to hit 70 for the downtown area. He said there have been a few requests about where certain banners are placed and he said that is fine. The printing company said that they would have them printed by May 1st if they get them by the end of February. He also said that there has been funding received to cover all the banners so far.

Commissioner Pierce also said that the LEC joint powers agreement is available for review and can be brought to the next meeting if there were any changes the Commission would like to see.

Commissioner Pierce said he was approached by a few individuals about what the City of Devils Lake can do to about UPS closing in Devils Lake. He mentioned that the Mayor and select Ramsey County Commissioners have tried to get more information, but found that it was the corporate office that made the decision.

Commissioner Uhlenkamp – The City Engineer said that there is not an update for the Street Department. Commissioner Uhlenkamp said that she had a few people contact her about

snow removal after the last snow fall. She was wondering if only downtown was being plowed and ticketed or if we also ticket in residential areas. Chief Toso said that we do ticket in residential areas as well.

Commissioner Hach – The City Engineer said there is not an update for the Sanitation or Engineering Departments.

The City Assessor said that the property tax credit applications are now open. He also said that letters have been sent out to individuals who qualify for the homestead tax credit. He also said that he plans to set up at the library again on Wednesdays to help individuals with the homestead tax credit applications.

The Airport Manager said that it was the first year ever that Devils Lake had reached over 10,000 boardings.

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

President Moe – The Police Chief said that they have interviews on Wednesday for their open position. He also said that they are working with the new Clerk of Court to get acclimated.

The City Administrator said that the LEC did send out the yearly bill for the LEC and E911 contributions. He said that he told Peggy that the City of Devils Lake will be paying quarterly again this year.

He also said that election candidates can come in and get a nominating position to collect signatures for the general election.

The City Administrator said they are working with the County on a discrepancy on the special assessments due communicated to residents on their property tax statements. Commissioner Knowski asked if the property tax statements that were received were incorrect. The City Administrator said that it appears the special assessment amount that is reflected on the property tax statements is the amount that was on the 2024 file and not the 2025 file that was sent. This is only affecting the special assessment piece of it, and it is a software error on the County end. He said that Ramsey County officials are working on a solution.

The City Attorney said that he does not have anything to report.

President Moe congratulated Mojo from the Devils Lake Journal for becoming the Sportswriter Of The Year for North Dakota.

He also said that he has been contacted about what the city will be doing for the 250th celebration. He said he would like to establish a committee to help plan an event for this.

OLD BUSINESS

- 1) Payment in Lieu of Taxes (PILOT) Agreement – North Central Housing Authority

The City Administrator gave an update on the PILOT Agreement with North Central Housing Authority. He said they did come and pay the second half of the PILOT on December 30th. He verified with the Commission that their stance for any future negotiations with NCHA is that they expect NCHA to pay 10% PILOT for 2026 since it is budgeted and that they'd be open to a re-negotiation for 2027 and beyond. The Commission concurred that was their stance on the subject.

2) Shade Tree – Emerald Ash Borer (EAB) Mitigation Grant Update

The City Administrator said that the City of Devils Lake did not receive the EAB Mitigation Grant for \$25,000. He said they would go back to the drawing board and come up with an amended plan for the Shade Tree and City Commission's consideration.

3) Police Department Relocation – Ramsey County and LEC Dialogue

The City Administrator said they met with Ramsey County and LEC Officials just before the Holiday's about possibly moving forward. They both wanted some key pieces of information regarding the building and that they would meet again in January.

CONSENT AGENDA

NEW BUSINESS

1) Clerk of Court Hire – Grade and Step Authorization

The City Administrator said the Municipal Court Judge hired a new Clerk of Court on 12/29/2025. He said she was hired at a Grade 7 Step F. She has a lot of experience with this position, being a Clerk of Court with Nelson and Ramsey counties. Her most recent experience was serving as the Unit 1 Deputy Court Administrator for the State of North Dakota out of Grand Forks. The City Administrator requested to hire her at a Grade 7 Step L due to her years of experience and demonstrated mastery of the position. Judge Halbach said that municipal courts in the state are subject to a new standard, with one of the big changes being that they will now become a court of record. He said that the new clerk already knows how to do it and had ideas on what we could do. Commissioner Pierce made a motion to approve the grade and step authorization for the Clerk of Court hire. Commissioner Hach seconded the motion, and the motion was approved unanimously on a roll call vote.

2) Lease Renewal – Sunnyside Childcare

Commissioner Uhlenkamp made a motion to approve the renewal of the lease for Sunnyside Childcare. Commissioner Knowski seconded the motion, and the motion was approved unanimously.

3) Designate Depositor for City Funds

Commissioner Hach made a motion to approve Bravera Bank as the designated depositor for City Funds. Commissioner Pierce seconded the motion, and the motion was approved unanimously.

4) 2026 Urban Roads Program Approval

Commissioner Knowski made a motion to approve the 2026 Urban Roads Program. Commissioner Uhlenkamp seconded the motion, and the motion was approved unanimously on a roll call vote.

CITIZEN COMMENT

- 1) Nicole Steinhaus approached the Commission regarding Municipal Ordinance 9.54.010 and 9.54.020. The Mayor said that the City would consult its attorney on the legality of the ordinance.

INFORMATIONAL ITEMS

- 1) November 2025 Financial Report
- 2) Ramsey County Appointment to City Planning Commission

LIST OF BILLS

Commissioner Pierce 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. 1034

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS SECTION 13.36.090 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 13.36.090 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

13.36.090 - Operation and administration providing.

A. Franchise Fee.

1. Grantee pay city an annual franchise fee in the amount of three percent of 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 grantee's fiscal month, together with a brief report showing the basis for the computation.

B. Indemnification of City.

1. 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. Grantee shall indemnify, defend, and hold harmless 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 PEG programming or, the city's operation, administration, promotion or management of the PEG 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, regarding, 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 city to assert its rights to be indemnified, defended, and held harmless, city must with respect to each claim:
 - a. Promptly notify grantee in writing of any claim or legal proceeding which gives rise to such right;
 - b. Afford 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 grantee, at 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) above.

C. Insurance.

1. As a part of the indemnification provided in Section 13.36.090(B), but without limiting the foregoing, 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 city in its capacity in such. The policies of insurance shall be in the sum of not less than three hundred thousand dollars for personal injury or death of any one person, and one million dollars for personal injury or death of two or more persons in any one occurrence, 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 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 grantee or for the other reasons, except after thirty days' advance written notice have been provided to city.

ORDINANCE NO. 1035

AN ORDINANCE WHICH UPON ADOPTION SHALL AMEND, MODIFY, AND ADD TO WHAT HAS BEEN CODIFIED AS CHAPTER 13.36 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 13.36 of the Devils Lake Municipal Code shall be amended, modified, added to as follows:

13.36.160 - Renewal of franchise.

The franchise identified in Chapter 13.36 shall be renewed, pursuant to Sections 13.36.030(B)(9), 13.36.040(D), and 13.36.140, by action of the city commission by adoption of this ordinance. Upon adoption of this ordinance by the city commission, said franchise shall renew on May 2, 2026 and shall remain in effect for a period of fifteen years thereafter.



Preliminary Engineering Report
For
Project 260101 - Street Improvement District No 86-26
US Highway 2 Frontage Roads

MEO

January 16, 2026

Overview, Purpose and Feasibility

This street improvement district includes mill and overlay work on US Highway 2 Frontage Roads from ND Highway 19 to Gouldings Road. The roadways were reconstructed in 2003-2004 as part of the US Highway 2 reconstruction project through town and are showing signs of surface distress that requires remediation. The project also includes improvements to the shared use path that exists along Highway 2 through this area.

When the frontage roads along US Highway 2 were reconstructed with the US Highway 2 reconstruction project, they were constructed with a thick gravel base and a drain tile system to help keep the base of the roadways from getting saturated and soft due to high water table conditions. Therefore, the base of the frontage roads will not require replacement.

The proposed work would include milling and overlaying the roadway surfaces in an effort to improve overall roadway surface irregularities, drainage and ride. Some sections may require pavement patching to fill in utility settlement and low areas prior to the overlay. The rumble strips associated with the shared use path will be removed and the share use path overlaid with new asphalt. Some ADA ramps will require replacement to bring to current standards. An approximate 2" asphalt overlay will be used.

Conclusion

The preliminary cost estimate for this project is approximately \$1,750,000. Of this amount, approximately \$1,470,000 is estimated for construction and \$280,000 is estimated for contingencies, administrative, legal and engineering related costs. The roadways included with this project are on our Urban Roads system and an 80% federal cost-share will help off-set the construction cost of the project. The City will be responsible for all engineering costs and 20% of the construction cost, for an estimated local share of \$574,000.

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

It is envisioned that the shared use path portion of the project will not be special assessed, but the roadway improvement portion will be split through the standard City policy of 75% City share and 25% special assessed. With this cost-share, approximately \$350,000 will be assessed through special assessment to benefitted properties.

To complete the project this year, I recommend the City Commission approve the Preliminary Report and order preparation of Plans and Specifications. We will work to develop plans, refine the cost estimate and communicate with property owners to ensure they understand their potential special assessment and have ample opportunity to communicate any concerns they have. The project will be bid through the NDDOT, with a bid opening scheduled for April 10, 2026.

**Resolution Approving Preliminary Report
and Directing Preparation of Plans and Specifications
for Project 260101 - Street Improvement District No
86-26 Highway 2 Frontage Roads**

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

1. This Board has received and considered the report of the engineer as to the general nature, purpose, and feasibility of the proposed Street Improvement District No 86-26, and an estimate of the probable cost of the work, and approves the report and directs it to be filed in the City Auditor's office.
2. The City Engineer is directed to prepare detailed plans and specifications for the project and to submit the same to this Board of City Commissioners.

Voting aye were Commissioners _____

Voting nay were Commissioners _____

Absent and not voting were Commissioners _____

Dated this 20th day of January, 2026.

Attest:

City of Devils Lake

Spencer Halvorson, Administrator/Auditor

Jim Moe, President of City Commission



**Preliminary Engineering Report
For**

MEB

**Project 260102 - Street Improvement District No 87-26
3rd St SE, 4th St SE, 6th St SE, 7th St SE, Misc**

January 16, 2026

Overview, Purpose and Feasibility

This street improvement district includes mill and overlay work on the south side of the City in an area south of the Burlington Northern Railroad tracks and north of US Highway 2, between College Drive and 8th Ave SE. Many roadways within this area were originally paved fifty to sixty years ago and last had significant pavement rehabilitation in the late 1990's (over 25 years ago). Cast iron water mains within this area have been replaced, with the most recent water main replacement in this area occurring two years ago. Therefore, no further significant watermain work that would disturb new pavement should be required in this area for a period of time.

The proposed work will include milling and overlaying the roadway surfaces in an effort to correct surface irregularities and improve ride. Some sections may require full depth asphalt removal, base reconstruction and a new pavement section due to weak underlying soils and severely deteriorated pavement.

Many areas of curb and gutter in this area have minimal slope and poor drainage. Some sections of curb will be replaced to improve drainage to the extent practical, but blocks of curb replacement and significant storm sewer improvements are beyond the scope of the current identified work due to the expense of completing these items.

The roadway will be milled to improve roadway cross-slope and ensure a reasonable asphalt transition at the curb line. An approximate 2" asphalt overlay will be placed on top of the milled surface. The mill and overlay will improve the ride quality and improve drainage off the roadway, but will not significantly improve the structural capacity of the road and many cracks that exist in the underlying asphalt will ultimately reflect through the asphalt installed as part of this project. However, the City has used this technique for improving roadways for more than 10 years and it has proven to be effective and economical.

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

Conclusion

The preliminary cost estimate for this project is approximately \$1,554,000. Of this amount, approximately \$1,244,000 is estimated for construction and \$310,000 is estimated for contingencies, administrative, legal and engineering related costs. The roadways included with this project are on our local road system and no federal cost-share will be provided. The project cost will be split through the standard City policy of 75% City share and 25% special assessed to benefitting properties. With this cost-share, the City would pay approximately \$1,164,000 and property owners approximately \$390,000 through special assessment.

To complete the project this year, I recommend the City Commission approve the Preliminary Report and order preparation of Plans and Specifications. We will work to develop plans, refine the cost estimate and communicate with property owners to ensure they understand their potential special assessment and have ample opportunity to communicate any concerns they have. We hope to have a bid opening for this project in mid-April.

**Resolution Approving Preliminary Report
and Directing Preparation of Plans and Specifications for
Project 260102 - Street Improvement District No 87-26
3rd St SE, 4th St SE, 6th St SE, 7th St SE, Misc**

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

1. This Board has received and considered the report of the engineer as to the general nature, purpose, and feasibility of the proposed Street Improvement District No 87-26, and an estimate of the probable cost of the work, and approves the report and directs it to be filed in the City Auditor's office.
2. The City Engineer is directed to prepare detailed plans and specifications for the project and to submit the same to this Board of City Commissioners.

Voting aye were Commissioners _____

Voting nay were Commissioners _____

Absent and not voting were Commissioners _____

Dated this 20th day of January, 2026.

Attest:

City of Devils Lake

Spencer Halvorson, Administrator/Auditor

Jim Moe, President of City Commission

Agenda Item: America 250 Commission

Submitted By: Spencer Halvorson, City Administrator/Auditor

Staff Recommended Action: Review and provide feedback on the below proposal

Background and Update

It has been expressed that the community would like to enhance its normal 4th of July celebration due to the 250th Anniversary of the Declaration of Independence. This is a nationally significant moment. and the City Commission said it would like to make it a memorable community event grander than the standard 4th of July celebration.

After deliberation with the Devils Lake Chamber of Commerce, it is suggested that the City Commission engage in a Memorandum of Understanding with the Chamber to create, administer, and finance an “America 250 Commission”. Such Commission would be responsible for the execution, planning, and coordination of the community’s celebration for the 250th Anniversary of the Declaration of Independence. Make-up of the Commission would include the following:

- 1) City Representative
- 2) Rotary Representative (appointed by Rotary)
- 3) Kiwanis Representative (appointed by Kiwanis)
- 4) Veterans Liaison (Veteran Service Officer)
- 5) Business Liason (Suzie Kenner – DL Chamber)
- 6) Park District Representative (Appointed by Park District)
- 7) Camp Grafton Representative (Designee assigned by Camp Commander)

8-15 Business Platinum Sponsors (any business that would contribute a still to be determined amount would receive a spot on the Commission).

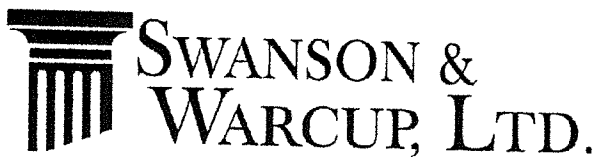
The Chamber would utilize the funding from business sponsors for the financing of the event, and all remaining proceeds could be donated to the North Dakota National Guard Foundation.

Staff support for coordinating meetings, keeping meeting notes, bookkeeping, media releases, etc. would be handled by the Chamber. The Devils Lake Police Chief and Fire Chief would serve as staff support and representatives of the City as it relates to traffic control,

security, parade logistics, and fireworks.

Creating a Commission in this manner will permit those with significant influence on the traditional celebration to meet and plan in a structured format, give local businesses an opportunity to get formally involved, and provide an avenue to execute the planning and administration of the event extended beyond strictly the City's leadership.

This will create a formalized process and avenue to plan and coordinate among all community partners for the 250th Anniversary of the signing of the Declaration of Independence.



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Erin J. Kennedy, Office Manager
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February 29, 2024

– via email only –

Jayme J. Tenneson
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RE: LRLEC Joint Powers Agreement

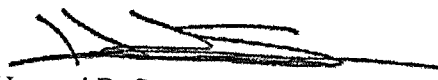
Dear State's Attorneys:

Please find attached the final version of the Joint Powers Agreement for the establishment and operation of the Lake Region Law Enforcement Center. I believe this Agreement is in order to be presented to your county commission for approval. If approved, please advise of the date of approval and obtain the appropriate signatures.

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

Sincerely,

SWANSON & WARCUP, LTD.



Howard D. Swanson
hswanson@swlawltd.com

HDS/kra

Attachment: *Final Joint Powers Agreement*

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

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

RECITALS

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

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

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

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

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

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

ARTICLE 1. ESTABLISHMENT

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

ARTICLE 2. PURPOSES

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

ARTICLE 3. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

"Effective Date" means the _____ day of _____, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. GOVERNING BOARD

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

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

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

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

ARTICLE 5. ADDITION OF NEW MEMBERS

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

ARTICLE 6. DUTIES AND RESPONSIBILITIES OF MEMBERS

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

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

ARTICLE 7. OPERATION AND MANAGEMENT

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

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

ARTICLE 8. BUDGET; COST ALLOCATION; PAYMENT OBLIGATIONS

- 8.1 **Budgeting.** The Director shall present an annual LRLEC budget to the Board for review and approval on or before the 1st day of April annually. Such Annual Budget shall include:
- 8.1.1 A listing of the estimated expenditures and costs required to operate the LRLEC for the following fiscal year.
 - 8.1.2 An estimate of the income or revenue the LRLEC can be reasonably expected to generate or receive and a listing of the income sources.
 - 8.1.3 An estimate of net costs to each party after the expected income is credited, along with a statement of cost allocation.
 - 8.1.4 The annual LRLEC budget shall be approved by the Board on or before the 1st day of July annually.
 - 8.1.5 Notice of final approval of the LRLEC budget shall be given by the Director to each Member Governing Body within five (5) days of final approval by the Board.
- 8.2 **Accounting.**
- 8.2.1 The Director shall provide for all income, revenue or other funds received by the LRLEC to be deposited for LRLEC purposes.
 - 8.2.2 The Director shall provide for the accounting of all income, revenues, or other funding received by the LRLEC as well as all expenditures.
 - 8.2.3 The Director shall provide the Board with financial reports on at least a quarterly basis.
- 8.3 **Capital Assets/Equipment Acquisition.**
- 8.3.1 All capital assets or equipment acquisitions for the LRLEC shall be made in accordance with purchasing policies approved by the Board. Where appropriate, the Director shall prepare bid specifications and other bid documents. Except for assets owned by a Member or other entity, all equipment, furnishings, and facilities for the LRLEC shall be purchased and held in the name of LRLEC and shall become the property of the LRLEC.

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

8.4 **Member Payment Obligations.**

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

ARTICLE 9. EMPLOYEES

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

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

ARTICLE 10. INDEMNIFICATION/INSURANCE

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

ARTICLE 11. WITHDRAWAL OR TERMINATION OF MEMBERSHIP

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

ARTICLE 12. TERMINATION OF JOINT POWERS AGREEMENT

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

ARTICLE 13. DISPOSITION OF FUNDS UPON TERMINATION

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

ARTICLE 14. MEMBER PAYMENTS; DELINQUENCIES

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

ARTICLE 15. DISPUTE RESOLUTION

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

ARTICLE 16. NOTICES

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

ARTICLE 17. GOVERNMENTAL PURPOSES

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

ARTICLE 18. NO LIMITATIONS

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

ARTICLE 19. AUTHORITY FOR AGREEMENT

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

ARTICLE 20. NO THIRD-PARTY BENEFIT.

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

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. TERMINATION OF PREVIOUS AGREEMENTS

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

ARTICLE 23. SEVERABILITY

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

ARTICLE 24. AGREEMENT COMPLETE

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

ARTICLE 25. COUNTERPARTS

This Agreement may be executed in counterparts or duplicate originals.

ARTICLE 26. AMENDMENTS

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

ARTICLE 27. EFFECTIVE DATE

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

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

RAMSEY COUNTY

Date: 3/5/2024

By: Jeff W. Smith
Its: Chairman

BENSON COUNTY

Date: _____

By: _____
Its: _____

EDDY COUNTY

Date: _____

By: _____
Its: _____

NELSON COUNTY

Date: _____

By: _____
Its: _____

CITY OF DEVILS LAKE

Date: _____

By: _____
Its Mayor: _____

Attest: _____

Its City Auditor: _____

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

RAMSEY COUNTY

Date: _____

By: _____

Its: _____

BENSON COUNTY

Date: 3-5-24

By: *Ramsey Duke*

Its: CHAIR

EDDY COUNTY

Date: _____

By: _____

Its: _____

NELSON COUNTY

Date: _____

By: _____

Its: _____

CITY OF DEVILS LAKE

Date: _____

By: _____

Its Mayor: _____

Attest: _____

Its City Auditor: _____

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

RAMSEY COUNTY

Date: _____ By: _____
Its: _____

BENSON COUNTY

Date: _____ By: _____
Its: _____

EDDY COUNTY

Date: 3/5/24 By: James F. Allen
Its: Chairperson

NELSON COUNTY

Date: _____ By: _____
Its: _____

CITY OF DEVILS LAKE

Date: _____ By: _____
Its Mayor: _____

Attest: _____
Its City Auditor: _____

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

RAMSEY COUNTY

Date: _____ By: _____
Its: _____

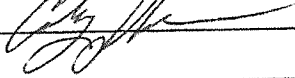
BENSON COUNTY

Date: _____ By: _____
Its: _____

EDDY COUNTY

Date: _____ By: _____
Its: _____

NELSON COUNTY

Date: _____ By:  _____
Its: _____

CITY OF DEVILS LAKE

Date: _____ By: _____
Its Mayor: _____

Attest: _____
Its City Auditor: _____

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

RAMSEY COUNTY

Date: _____ By: _____
Its: _____

BENSON COUNTY

Date: _____ By: _____
Its: _____

EDDY COUNTY

Date: _____ By: _____
Its: _____

NELSON COUNTY

Date: _____ By: _____
Its: _____

CITY OF DEVILS LAKE

Date: 04.16.24 By: _____
Its Mayor: J. Moe
Attest: Spencer Halvorson
Its City Auditor: Spencer Halvorson

Spencer Halvorson

From: Jason Sayler <jasonsayer@traynorlaw.com>
Sent: Friday, January 9, 2026 1:33 PM
To: Spencer Halvorson
Cc: Jim Moe; Jason Toso; Michael Grafsgaard
Subject: RE: Ordinances 9.54.010 & 9.54.020

Spencer:

I received your below email. I apologize for not responding sooner, but I have been working on other matters. In your initial email, your first question was: “Is the city within their right to have such an ordinance regulating the signage on public property and right of way?” The answer to that question is “Yes.” Your second question was: “Does the ordinance appear out of date and would you recommend the City explore updating the ordinance?” The answer to that question is “No.”

To expand on your first question, the City is within its rights to enact and enforce Sections 9.54.010 and 9.54.020 because State law specifically identifies such conduct as being one of the many powers that a municipality shall have. See N.D.C.C. 40-05-01(16) (regarding the regulation and prevention of advertising in public places).

To expand on your second question: I find no reason to revise or otherwise modify Sections 9.54.010 and 9.54.020 of the Municipal Code. Old law is not bad law, and laws/ordinances do not necessarily need to be changed just because of the passage of time. The posting of handbills, and the ordinances governing such conduct, is the same today as it was when those ordinances were enacted. I have read Sections 9.54.010 and 9.54.020 multiple times and I do not find anything in those ordinances that I would recommend changing.

The citizen comment at the last City Commission meeting repeatedly brought up the right to freedom of speech. This issue is not about freedom of speech; this issue is about property rights. Section 9.54.010 states that someone can post a handbill, a poster, or the like, but that person may only do so after first obtaining the consent of the property owner. We have all seen posters in a storefront window, but the only reason that poster is there is because someone obtained permission from the property owner before displaying the poster. Public property is no different, at least not for the purposes of handbills in these two Sections of the Municipal Code. Whether the property is public or private, a person wishing to post a notice, an advertisement, etc., must first obtain permission from the property owner. My understanding is that the citizen in question, and any of those people working with her, did not obtain or even seek permission from the City before posting notices on public property. The content of those notices is, therefore, irrelevant because permission to post was never obtained or even sought. The posting of those notices was unlawful because the individuals involved failed to obtain the consent of the owner to post, as is required by Section 9.54.010.

There is an exception within Section 9.54.010, which states that permission from the property owner is not required if the posting is done “in compliance with the requirements of law in the posting of legal notices.” That exception does not apply here. That exception only applies to a very limited number of circumstances, such as posting an eviction notice or a notice condemning a certain building as unsafe or a public health risk. Section 9.54.010 can be boiled down to one simple requirement, namely – you can hang a poster on someone else’s property only if you first obtain consent from the property owner. The citizen in question failed to obtain consent, and that is why the posters were removed.

I was contacted by the DLPD at the time the posters in question were being placed on City property, and at that time I advised the DLPD that they may remove the posters because they were placed without permission of the property owner. In other words, the posters in question were hung in violation of Section 9.54.010 of the Municipal Code.

Our Constitution does not create a hierarchy of rights in which one right is more important than another. Constitutional rights must be balanced against each other so that one does not infringe on the other. The property rights expressed in Sections 9.54.010 and 9.54.020 of the Municipal Code are reasonable, and the legislation and enforcement of those property rights does not infringe on the right of free speech. Without Sections 9.54.010 and 9.54.020, someone could hang any poster (so long as it was not obscene) on your home or business without your consent and you would have no recourse to prevent such action.

I apologize for the length of this email, but my conclusion is this: the City has the power to regulate the posting of handbills and I find no need to change how the City has regulated such conduct through what is codified in Sections 9.54.010 and 9.54.020 of the Municipal Code.

Please let me know if you require anything further on this issue.

Thank you

Jason

Jason P. Saylor

Email: jasonsaylor@traynorlaw.com

From: Spencer Halvorson <SpencerH@dvInd.com>

Sent: Friday, January 9, 2026 12:05 PM

To: Jason Saylor <jasonsaylor@traynorlaw.com>

Cc: Jim Moe <Jimm@dvInd.com>; Jason Toso <jdt@lrlec.org>; Michael Grafsgaard <mikeg@dvInd.com>

Subject: RE: Ordinances 9.54.010 & 9.54.020

Jason – just wanted to confirm that you received the email below. Thank you. Sincerely,

Spencer Halvorson
City Administrator/Auditor
City of Devils Lake

P: (701) 662-7600 ext: 222

C: (701) 381-9221

From: Spencer Halvorson

Sent: Wednesday, January 7, 2026 10:03 AM

To: Jason Saylor <jasonsaylor@traynorlaw.com>

Cc: Jim Moe <Jimm@dvInd.com>; Jason Toso <jdt@lrlec.org>; Michael Grafsgaard <mikeg@dvInd.com>

Subject: Ordinances 9.54.010 & 9.54.020

Jason,

As you are aware, we had a citizen speak during citizen comment at the last meeting and had questions/assertions about the legality and enforcement of Ordinances 9.54.010 and 9.54.020.

For your full awareness, there were people posting missing person's signs on our light poles and corner monuments downtown in mid-October (as well as other places downtown). Mike had concerns about the tape on the light poles and asked they be taken down. PD was in the neighborhood doing foot patrols during a trick or treating even downtown and asked me if they should be removed (consistent with the ordinance). I told them to enforce the ordinance.

So, on behalf of the Mayor, a couple questions for you regarding the ordinance:

1. Is the city within their right to have such an ordinance regulating the signage on public property and right of way?
2. Does the ordinance appear out of date and would you recommend the City explore updating the ordinance?

Obviously, a world without such an ordinance would create free-for-all environment that would create compounding problems. There is a reason the ordinance is on the books. We mainly want to confirm with you that the ordinance, in your judgement, is within the bounds of reason and the City's authority. Would you recommend an update, however?

We'd like to be able to speak authoritatively on the City's stance at the next Commission meeting on Tuesday 1/20. Please let me know if you have further questions.

Sincerely,

Spencer Halvorson
City Administrator/Auditor
City of Devils Lake

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

CITY TAX COLLECTIONS				
Through 100% of Year				
	2023	2024	2025	YTD % Change
State Aid	\$ 509,629	\$ 500,112	\$ 510,796	2.14%
Sales Tax (City Only)	\$ 4,145,693	\$ 4,327,631	\$ 4,314,660	-0.30%
Highway Tax	\$ 362,039	\$ 360,996	\$ 378,863	4.95%
Occupancy Tax	\$ 134,591	\$ 134,963	\$ 111,414	-17.45%
Restaurant Tax	\$ 364,086	\$ 391,943	\$ 374,018	-4.57%
TOTAL:	\$ 5,516,038	\$ 5,715,645	\$ 5,689,751	-0.45%

TAX COLLECTION % OF BUDGET			
Through 100% of Year			
	2025	BUDGET	% OF BUDGET
State Aid	\$ 510,796	\$ 491,790	104%
Sales Tax (City Only)	\$ 4,314,660	\$ 4,312,000	100%
Highway Tax	\$ 378,863	\$ 354,800	107%
Occupancy Tax	\$ 111,414	\$ 139,975	80%
Restaurant Tax	\$ 374,018	\$ 378,650	99%
TOTAL:	\$ 5,689,751	\$ 5,677,215	100%

UTILITY COLLECTIONS				
Through 100% of Year				
	2023	2024	2025	YTD % Change
Water Collections	\$ 1,260,797	\$ 1,169,797	\$ 1,241,191	6.10%
Sewer Collections	\$ 910,750	\$ 1,001,849	\$ 1,005,754	0.39%
Sanitation Collections	\$ 1,631,553	\$ 1,750,141	\$ 1,832,195	4.69%
: Special Pickups	\$ 73,386	\$ 86,834	\$ 80,024	-7.84%
: Landfill/Outside Tipping	\$ 86,562	\$ 117,147	\$ 88,547	-24.41%
: Roll-off Rental	\$ 189,966	\$ 216,944	\$ 312,074	43.85%
TOTAL:	\$ 4,153,014	\$ 4,342,712	\$ 4,559,785	5.00%

UTILITY % OF BUDGET			
Through 100% of Year			
	2025	BUDGET	% OF BUDGET
Water Collections	\$ 1,241,191	\$ 1,220,000	102%
Sewer Collections	\$ 1,005,754	\$ 1,000,000	101%
Sanitation Collections	\$ 1,832,195	\$ 1,858,000	99%
: Special Pickups	\$ 80,024	\$ 96,000	83%
: Landfill/Outside Tipping	\$ 88,547	\$ 85,000	104%
: Roll-off Rental	\$ 312,074	\$ 198,450	157%
TOTAL:	\$ 4,559,785	\$ 4,457,450	102%

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
20-Jan-26

VENDOR	AMOUNT DUE
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AIRPORT

Butler	\$3,159.43
Dakota Implement	\$126.94
Dennis Olson	\$250.00
Double Z Broadcasting	\$500.00
Gessner Iron Works	\$30.30
HE Everson	\$164.64
Leevers	\$65.92
Lumacurve	\$445.41
MDU	\$2,102.13
Nodak Electric	\$3,429.37
NDTC	\$320.33
PS Doors	\$427.01
Runnings	\$748.90
Sparklight Advertising	\$2,215.00

CITY

Advanced Business Methods	\$66.41
Bergstrom Electric	\$769.58
Brady Martz & Associates	\$36,750.00
Caselle	\$1,740.00
Center Point Large Print	\$618.48
CNH Industrial Retail Accounts-Titan Machinery	\$5,905.26
Cowboy's Towing Service	\$150.00
David Rader	\$652.45
Devils Lake Chamber of Commerce	\$260.00
Devils Lake Hardware	\$732.06
Devils Lake Journal	\$2,256.10
Dustin Moen	\$723.84

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
20-Jan-26

VENDOR	AMOUNT DUE
Ecolab	\$225.98
Farmer's Union Oil	\$22,450.21
Ferguson Waterworks	\$5,532.42
Global Safety Network	\$420.62
Grand Forks Utility Billing	\$21,993.24
Hawkins	\$8,518.16
Ihry Insurance	\$387.00
Information Technology	\$326.85
Interstate Billing Service-Ironhide Equipment	\$52.73
JB Vending	\$250.35
Joan Laqua	\$500.00
John Dahlen	\$1,656.00
Knutson's Body Shop	\$5,438.53
Lake Region Law Enforcement Center	\$11,205.75
Leevers	\$119.94
Mac's Hardware	\$124.72
Mid-Land Excavating	\$1,015.00
Mid-States Organized Crime Info Center	\$150.00
Midstates Wireless	\$11,687.46
MDU	\$5,423.71
Motorola Solutions	\$5,632.00
ND Dept of Health-Microbiology	\$216.00
ND Dept of Transportation	\$36.52
NDTC	\$381.97
Old National Bank Credit Card	\$131.83
Petty Cash	\$99.00
Powerplan-RDO Equipment	\$455.03
Prairie Truck & Tractor Repair	\$72.25
PS Doors	\$4,903.32
Quill	\$67.79
Ross Sensiba	\$732.96

LIST OF BILLS FOR THE CITY OF DEVILS LAKE
20-Jan-26

VENDOR	AMOUNT DUE
Runnings	\$1,358.81
Senior Meals & Service	\$30.00
Shawna Middleton	\$48.11
State of ND Chemistry Lab	\$40.78
Strength ND	\$500.00
Stone's Mobile Radio	\$2,279.84
Sue Schwab	\$14.00
Tanya Weiler	\$2,500.00
The Glass Shop	\$250.00
Toshiba Business Solutions	\$17.70
Travis Sainsbury	\$2,772.77
Traynor Law Firm	\$9,216.67
Vestis/Aramark	\$1,139.25
Wang's Welding & Machining	\$2,636.32
Xpress Bill Pay	\$708.18
 PREPAID EXPENSES	
ND Attorney General	\$40.00
 TOTAL LIST OF BILLS	 \$198,369.33