

October 7th, 2019 Mayville City Council

The Mayville City Council met in regular session on October 7th, 2019 at 6:00 pm in the council chambers with Mayor Bensen presiding and the following Aldermen responding to call of the roll: Moen, Meshefski-Labine, O'Brien, Carr, Bohnsack. Absent: Petersen. Also, in attendance: Gail Olstad, Julie Christianson, Cassie Tostenson, Shelia Anderson.

O'Brien made a motion to accept the approval agenda on the following items:

1. Minutes from 9-9-19 meeting and special council meetings Building Variance Request Hearing & Preliminary 2020 Budget Hearing.
2. Auditor's office approved a raffle permit to Lady of Peace Catholic Church, Top Hat Liquor License transfer to City armory for wedding reception held on October 12th, 2019.
3. Conferences: ND League of Cities – Annual Conference held from September 19-21 with the Mayor attending. Prairie Dog funding continues to look promising. RRVWSP 2019 Garrison Diversion October 15th, 2019. Legacy fund Earnings Committee Meeting in Fargo – Nov 12-13. Mayville remains a LAWA representative city. Bill Bohnsack is the primary representative.
4. Audit fieldwork & follow-up are complete. Draft report and Council presentation likely in November.
5. Vehicle Impound Lot: Sheriff Hunt having discussion with Hope's End about an impound lot to be located at SE corner of property.
6. RR Crossing Completion: Larry O'Brien worked with RR to complete crossing appropriately without charge to the City. Wonderful improvement.
7. ND DOT TA Program: The DOT is accepting applications for transportation alternatives such as pedestrian and bike projects and safe routes to school for FY 2022.
8. Bank of ND PACE Funds: Listing of ND community and percentage factors for funding to reduce interest on qualifying loans.
9. Main Street Summit 2019: End of October 29-31 in Bismarck.
10. Titan/Uglem: Titan has expanded into Northwood.
11. Outdoor Heritage Fund: 2019 availability.
12. Hometown Hero: Nominations.
13. ND Streets 2023: Will work with Moore to see if it can be used by us.
14. 2020 Per Diem:
15. Snow Emergency Ordinance is in effect to be posted on Website, snow ad to be done at end of month.
16. LAWA – Env Impact Statement – Bureau of Reclamation.
17. ND Rural Water: Staffing changes; Water Conference October 15-16; and Annual Expo. February 11-13, 2020.

Meshefski-Labine seconded the motion, motion carried.

Review of October actual and November 2019 estimated expenses.

15531	420 Praxair	streets	maint/operation	\$26.02
15532	AARP	library	periodical	\$16.00
15533	Aasen Drug	library	community service proj	\$59.88
15534	Aflac	all	insurance	\$800.92
15535	American Funds	all	retirement	\$3,766.73
15536	American Solution for Business	all	office supplies	\$208.78
15537	Ameripride	all	misc	\$492.69
15538	Aqua-Pure Inc	water treatment	phosphate	\$2,100.00
15539	Baker & Taylor	library	books	\$425.56
15540	Brudvik Law	water collection	legal retainer	\$225.00
15541	Cardmember Services	all	office 365	\$93.63
15542	City of Fargo	water treatment	testing	\$43.00
15543	Crane Johnson	streets	repair/maint	\$89.22
15544	Dacotah Paper	all	paper supplies	\$183.00
15545	Daniel Overmoe	water & wastewater	maint/operation	\$213.89
15546	Derek Petersen	cemetery	contract	\$2,750.00
15547	East Central Regional Water District	water treatment	purchase of raw water	\$3,794.42

15548	Edward R Hamilton Bookseller	library	books	\$78.50
15549	Fargo Line-X	water dept	lining for 2014 pickup	\$1,400.00
15550	Farmers Union Oil	streets	maint & sweeper	\$652.18
15551	Ferguson Waterworks	water distribution	meter	\$1,433.03
15551	Ferguson Waterworks	water distribution	meter	\$246.82
15552	First & Farmers Bank	water distribution	collection fee	\$1.12
15525	First & Farmers Bank	fire dept	payment on fire truck	\$24,992.03
15553	Gary Winger	cemetery	misc	\$140.00
15554	Goose River Bank	water distribution	collection fee	\$57.70
15526	Grand Forks Motor Vehicle	wastewater collections	2014 Chevy Pickup	\$23.50
15555	Grand Forks Utility Billing	wastewater treatment	testing	\$118.50
15556	GreatAmerica Copier Lease	all	lease on copier	\$357.03
15557	H.E Everson	streets	maint/operation	\$181.76
15558	Hatton Co-op Oil	streets	tires for payloader	\$5,338.00
15559	Hawkins	water treatment	chemicals	\$2,313.51
15560	Hub International	wastewater	liab ins for 2014 pickup	\$217.00
15561	In-Control	water & wastewater	SCADA computer	\$9,941.00
15562	MayPort Auto & Truck Parts	streets	maint/operation	\$22.27
15563	MayPort Farmers Co-op	all	fuel	\$1,190.23
15564	MayPort Hardware Hank	all	maint/operation	\$291.35
15565	Mayville Airport Authority	airport	Sept specials rec'd in Oct	\$175.33
15527	Mayville Park Board	Jo Ewen's trust	Rainbow garden	\$6,030.20
15566	Mayville State University	sales tax	Aug rec'd in Sept	\$11,547.70
15568	Midcontinent	all	internet & phone	\$947.05
15567	Mid States Wireless	wastewater collections	2014 pickup	\$1,390.83
15569	Millers Fresh Foods	city hall	misc	\$40.88
15570	Millers Fresh Foods	library	maint/operation	\$25.46
15571	Moore Engineering	non dept	elevations	\$2,000.00
15572	MPEDC	sales tax	Aug rec'd in Sept	\$3,926.22
ACH	NDPERS	all	insurance	\$5,187.14
15573	Neset Repair & Sales	wastewater collections	sewer jetter	\$797.57
15574	Network Center	all	city computer	\$699.42
	Northdale Oil	all	gas/heating	
15575	One Call Concepts	water distribution	maint/operation	\$39.05
15576	Opp Construction	streets	repair/maint	\$606.48
15577	Paulson Gravel Service Inc	streets & armory	repair/maint	\$1,044.00
15578	Polar	auditor	lease on phones	\$60.77
15579	Powerplan	streets	maintainer	\$623.40
15455	Red River Enterprises	wastewater collections	2014 Chevy Pickup	\$18,500.00
15580	Reliance Standard	all	life insurance	\$329.50
15581	Sanitation Products	streets	sweeper	\$868.42
15582	Septic Tank Servicing	streets	maint/operation	\$395.00
15583	Soholt Bakery	city hall	misc	\$30.00
15584	Starion Bond Services	Tiff #25	bond payment	\$12,707.50
15585	Steven Bensen	mayor	travel & training	\$433.68
15586	Traill County Treasurer	police	contract	\$23,500.00
15587	Traill County Tribune	all	printing	\$625.32
15528	USPS	water distribution	postage for water bills	\$211.68
15588	Valley Plains Equipment	streets	seat for mower	\$328.49
15589	Verizon	all	cell phones	\$406.63
15590	Waste Management	sanitation	garbage & recycling	\$23,610.60
15591	Xcel Energy	all	electricity	\$10,153.50

H2O Deposits refunded		
15592	City of Mayville (Erin Kiefel)	\$81.62
15593	Erin Kiefel	\$68.38
		\$191,676.09

Meshefski-Labine made the motion to approve the bills as presented as actual & estimated. Carr seconding the motion, motion carried

A motion was made by Moen to approve the financial reports: January through August summary available for review and approval with Emergency to come out of an enterprise fund to clear up the negative. Carr seconded the motion, motion carried.

Meshefski-Labine made the motion to accept October, November, December 2019 calendars noting that all city offices will be closed: Veteran's Day November 11th, Thanksgiving November 28 and 29, Christmas December 23-25. Also noted that 2020 Budget to County, October 10th. RRVWSP Call Noon Tuesday October 8th. O'Brien seconded the motion, motion carried.

The Final 2020 Mayville City Budget with budget categories were provided to all the council with a request for any changes. O'Brien moved to approve the 2020 Final budget to pass the first reading of the following ordinance:

An Ordinance appropriating the sums of money necessary to defray the expenses and liabilities of the City of Mayville for the period beginning January 1, 2020 and ending December 31, 2020.

Moen seconded that motion and upon a roll call vote the following voted: Yea: Carr, Moen, Bohnsack, O'Brien, Meshefski-Labine; Nay: 0; Absent: Petersen

Meshefski-Labine made the motion to approve the sale of one plot to Brad & Cheryl Angen. Section 17, Lot 11, grave 07. Cassie Tostenson is looking into how to fund the cemetery through the Home Rule Charter. O'Brien seconded the motion, motion carried.

A motion was made by O'Brien to discuss options and recommendations for appointing the City Assessor. The motion was to approve Merrill & Janet Meyer to do the assessing for the City of Mayville. Bohnsack seconded the motion and upon a roll call vote the following voted: Yea: Carr, Moen, Bohnsack, O'Brien, Meshefski-Labine; Nay 0; Absent: Petersen.

Greg Palmer, CEO of Dakota Natural Gas gave an update on the implementation progress and to request approval of the Franchise Agreement. A letter of Support maybe needed later.

O'Brien made the motion to accept First reading of the following Ordinance for the Natural Gas Franchise

**NATURAL GAS FRANCHISE ORDINANCE
DAKOTA NATURAL GAS, LLC
ORDINANCE NO. _____**

CITY OF MAYVILLE, TRAILL COUNTY, NORTH DAKOTA

AN ORDINANCE GRANTING DAKOTA NATURAL GAS, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE

FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF MAYVILLE, NORTH DAKOTA FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF MAYVILLE, NORTH DAKOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Mayville, State of North Dakota.

City Utility System. Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The North Dakota Public Service Commission, or any successor agency or agencies, including an agency of the federal government which preempts all or part of the authority to regulate Gas retail rates now vested in the North Dakota Public Service Commission.

Company. Dakota Natural Gas, LLC its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this franchise.

Gas. Natural gas, manufactured gas, mixture of natural gas and manufactured gas or other forms of gas energy.

Gas Facilities. Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing gas energy for public or private use.

Non-Betterment Costs. Costs incurred by Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Gas Facilities.

Notice. A writing personally delivered or mailed by United States mail by the City or Company to the other. Notice to Company shall be mailed to 1900 Cardinal Lane, P.O. Box 798, Faribault, MN 55021, Attn: - President. Notice to the City shall be mailed to 21 First Street NE, P.O. Box 220, Mayville, ND 58257. Either City or Company may change its respective address for the purpose of this Ordinance by written notice to the other.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public.

Public Way. Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell gas for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. This right includes the provision of Gas that is (i) manufactured by the Company or its affiliates and delivered by the Company, (ii) purchased and delivered by the Company or (iii) purchased from another source by the retail customer and delivered by the Company. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such lawful regulations as may be adopted by separate ordinance.

- Effective Date: Written Acceptance. This franchise shall be in force and effect from and after its passage of this Ordinance and publication as required by law, and its acceptance by Company. If Company does not file a written acceptance with the City within 90 Days after the date the City Council adopts this Ordinance, or otherwise places the City on written notice, at any time, that the Company does not accept all terms of this franchise, the City Council by resolution may repeal this ordinance.

- Service and Gas Rates. The service to be provided and the rates to be charged by Company for gas service in City are subject to the jurisdiction of the Commission.

- Publication Expense. The expense of publication of this Ordinance shall be paid by City and reimbursed to City by Company.

- Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall, in writing, notify the other of the default and the desired remedy. Representatives of the City and Company must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties shall jointly select a mediator to

facilitate further discussion. The parties will equally share the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

2.6 Continuation of Franchise. If the parties are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon or until ninety (90) days after either party serves written Notice to the other party of its intention to allow the franchise agreement to expire.

2.7 7 Non-exclusive Franchise. This ordinance does not grant an exclusive franchise.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1. Location of Facilities. Gas Facilities in the Public Way shall be located, constructed, and maintained so as not to disrupt normal operation of any City Utility System or the safety and convenience of ordinary travel along and over Public Ways. Gas Facilities may be located on Public Grounds as determined by the City. Facilities located on private property will comply with

all City Permit Ordinances and Codes. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground gas facilities in place, provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project.

3.2 Street Openings. Company shall not open or disturb the surface of any public rights-of-way for any purpose except in accordance with the public right-of-way regulations as set forth in the City's General Regulations. Permit conditions, if any are required by a separate ordinance, imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Way or Public Ground without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such event, Company shall notify the City by telephone to the office designated by the City as soon as practicable.

3.3 Restoration of Public Ways and Public Ground. After completing work requiring the opening of Public Ground, the Company shall restore the Public Ground to as good a condition as formerly existed and shall maintain the surface in good condition for twelve (12) months thereafter. All work shall be completed as promptly as weather permits. If Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition and after demand to Company to cure, City shall, after passage of a reasonable period of time following the demand, but not to exceed five days, have the right to make the restoration of the Public Ground at the expense of the Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for

noncompliance with this section.

3.4 Avoid Damage to Gas Facilities. The Company shall take reasonable measures to prevent the gas facilities from causing damage to persons or property. The Company shall take reasonable measures to protect the gas facilities from damage that could be inflicted on the facilities by persons, property, or the elements. The Company shall take protective measures when the City performs work near the gas facilities, if given reasonable notice by the City of such work prior to its commencement. Such measures shall include marking of Company facilities within 48 hours of request by City. City agrees to take reasonable measures to avoid the 48-hour period being over weekends or public holidays.

3.5 Mapping Information. The Company must promptly provide complete and accurate mapping information for any of its gas facilities in accordance with the requirements of applicable rules and regulations.

3.6 Abandoned Facilities. The Company shall comply with applicable rules and regulations, as they may be amended from time to time with respect to abandoned facilities located in Public Ways and Public Grounds. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds produce such records at the City's request and comply with the requisite location requirements with respect to all Gas Facilities, including abandoned and retired Gas Facilities not located in Public Ways and Public Grounds.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Gas Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Gas Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Gas Facilities, which was made at Company expense, the City shall reimburse Company for Non-Betterment Costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Gas Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of North Dakota Century Code, Chapter 24-01-41, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment Costs of such relocation and the loss and expense resulting therefrom are first paid to Company, but the City need not pay those portions of such for which reimbursement to it is not available.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way or Public Ground was established, or Company's rights under state or county permit.

SECTION 5. INDEMNIFICATION AND LIABILITY.

5.1 Limitation of Liability. Upon the effective date of this ordinance, the City does not assume any liability (1) for injuries to persons, damage to property or loss of service claims by parties other than the Company or the City, or (2) for claims or penalties of any sort resulting

from the installation, presence, maintenance or operation of equipment or facilities by the Company or its agents.

5.2 Indemnification. Company shall indemnify and keep and hold the City, its officials, employees and agents, free and harmless from any and all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its equipment and facilities, or out of any activity undertaken in or near a public right-of-way, or out of any delay thereof, whether or not any act or omission complained of is authorized, allowed or prohibited by permit. The foregoing does not indemnify the City for its own negligence except for claims arising out of or alleging the City's negligence in issuing any permit or in failing to properly or adequately inspect or enforce compliance with a term, condition or purpose of a permit.

5.3 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company, at its sole cost and expense, shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

5.4 Delay Damage Fee. The City may establish and impose a damage fee for unreasonable delays in completion of any right-of-way excavation, obstruction, patching, restoration, removal, or relocation. The delay damage fee shall be established from time to time by a resolution of the City Council based upon its reasonable estimation of the actual costs that would be incurred due to any delay, the actual amount being undeterminable. The Company shall be advised in writing by facsimile, with the original to follow by United States mail, of the perceived delay and of the period within which the work must be completed to avoid a delay damage fee. A delay damage fee shall not be imposed if the delay in project completion is due to circumstances beyond the control of Company, including without limitation inclement weather, acts of God, or civil strife.

SECTION 6. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 7. FRANCHISE FEE.

7.1 Reservation of Rights. The City reserves all rights under law, to require a franchise fee at any time after the initial terms of this original franchise agreement. Subject to the statutory rights of the City to require a franchise fee, if the City elects to require a franchise fee it shall notify Company and negotiate in good faith to reach a mutually acceptable fee agreement. The fee terms shall be set forth in a separate ordinance and not be adopted until at least 60 days after Notice enclosing such proposed ordinance has been served upon the Company by certified mail. If the City and Company are unable to agree on a franchise fee or on any terms related thereto, each hereby consents to the

jurisdiction of State District Court to construe their respective rights under the law, subject to all rights of appeal.

7.2 Condition of Fee. The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

7.3 Collection of Fee. The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time; however, the change shall meet the same Notice and acceptance requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

7.4

Continuation of Franchise Fee. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one year after the franchise expires as stated in Section 2.6 of this Franchise. If, for any reason, the franchise terminates, the franchise fee will terminate at the same time.

SECTION 8. LIMITATION ON APPLICABILITY; NO WAIVER.

This Ordinance constitutes a franchise agreement between the City and its successors and the Company and its successors and permitted assigns, as the only parties. No provision of this franchise agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof; or otherwise give rise to any cause of action in any person not a party hereto. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under law.

SECTION 9. AMENDMENT PROCEDURE.

Either the City or Company may at any time propose that this Ordinance be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 60 days after the effective date of the amendatory ordinance.

SECTION 10. SEVERABILITY.

Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

Adopted this ____ day of _____, 2019 by the City Council of the City of Mayville, North Dakota

Mayor _____
Steve Bensen

Attest: _____
Julie Christianson Deputy Auditor

Ordinance published in the legal newspaper on the ____ day of _____, 2019

Bohnsack seconded the motion and upon a roll call vote the following voted: Yea: Meshefski-Labine, O'Brien, Carr, Bohnsack, Moen; Nay: 0; Absent: Petersen.

Meshefski-Labine made a motion to accept the stage (12 sections) with 2 sets of ramps and 1 set of stairs that is being donated by Mayville State University. Suggested rental rate is \$25.00 per section per event with understanding that the College and Fire Department would not be charged the rental fee and can be rented and used off the premises. Ross Johnson offered to make carts to hold and move these sections. Dan Overmoe will be possibly helping Ross in this project. Moen seconded the motion, motion carried.

A motion was made by Meshefski-Labine to give permission to sell the 1999 Dodge Pickup as is by bid. Carr seconded the motion, motion carried.

Meshefski-Labine made a motion to approve replacing 4 main street garbage cans as recommended by the Physical Plant. The EDC would pay \$1200.00 towards those garbage cans with the City paying the difference. Carr seconded the motion and upon a roll call vote the following voted: Yea: Carr, Bohnsack, Meshefski-Labine, Moen, O'Brien; Nay: 0; Absent: Petersen.

There was a discussion on Christmas Lighting. The lighting is very weathered, no longer usable and needs replacement. Meshefski-Labine made the motion to see if the MayPort Community Club would be interested in going in on a 70/30 split. The City would pay 70% with MayPort Community Club paying 30%. The Community Club will get back to us if favorable or not. A surcharge on utilities bills as part of streetlight portion. Bohnsack seconded the motion, motion carried

A motion was made by O'Brien to authorize the signing of the DWSRF as for place holders for 2020 Drinking Water State Revolving Fund. Moen seconded the motion, motion carried.

It was stated to leave as is for Organization and Committee with Moen on the Fire Department, and Bohnsack on the LAWA committee.

Cassie Tostenson checked into the NPO litigation (National Prescription Opiate) and she just stated to stay in and not opt out.

Carr made the motion to adjourn the meeting with Moen seconding the motion, motion carried.

Attest: Julie Christianson
Julie Christianson Deputy Auditor

Mayor: Steve P Bensen
Steve Bensen