



# **SPECIAL CITY COUNCIL MEETING - ORGANIZATION MEETING**

**June 28, 2022 at 5:00 PM**

**City Hall – Heritage Room – 213 2ND ST NE**

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## **AGENDA**

- 1. CALL SPECIAL MEETING TO ORDER**
- 2. City Auditor Administers Oath of Office**
  - A. Mayor: Philip Riely
  - B. City Council Members: Steve Sanford, Chelsea Bulzomi, and Lance Renville
- 3. Motion to Accept McKenzie County Canvassing Report**
  - A. 2022 Primary Official Results
- 4. Elect President of City Council**
- 5. Elect Vice President of City Council**
- 6. Consider and approve 2-year Appointments and Committee Assignments by Mayor Riely**
  - A. Appointments: 2-year terms (July 1, 2022 - June 30, 2024)
  - B. Council Committee Assignments (need to fill County Planning & Zoning)
- 7. Mayor Appointments**
  - A. Airport Board - 5-year term to expire 6/30/2027)**

Greg Noll

Lange White

Stephen Reeves
  - B. Ryan Siegfried (Lodging Tax - 4-year term to expire 6/30/2026)**

**C. Planning and Zoning Commission (5-year term)**

Gregg Schuetze (to expire 6/30/2027)

Sam Hubner (fulfill unexpired term to expire 6/30/2023)

Jacob Jellesed (fulfill unexpired term to expire 6/30/2025)

**D. Steve Holen (Governing Board - Rough Rider Center 3-year term to expire 6/30/2025)**

**8. NDDOT Agreement**

**A.** NDDOT Agreement for Long-term Temporary Highway Closure

**9. JDA Letter of Support**

**A.** Letter of Support - McKenzie County Economic Development - Proposed Staffing and Funding Structure

**10. ADJOURNMENT**

# MCKENZIE COUNTY ABSTRACT OF BALLOTS CAST NORTH DAKOTA PRIMARY ELECTION - JUNE 14, 2022

Section 3, Item A.

District	Precinct Name	Ballots Cast
LG04	270401	3
	270402	54
	<b>Subtotal</b>	<b>57</b>
LG26	272603	59
	272604	58
	272605	132
	272606	96
	272607	29
	272608	60
	272609	363
	272611	390
	272612	86
	<b>Subtotal</b>	<b>1273</b>
<b>Total</b>		<b>1330</b>

## MCKENZIE COUNTY REPUBLICAN ABSTRACT OF VOTES NORTH DAKOTA PRIMARY ELECTION - JUNE 14, 2022

		Total	270401	270402	272603	272604	272605	272606	272607	272608	272609	272611
United States Senator	John Hoeven	854	0	1	49	41	105	60	17	41	238	249
	Riley Kuntz	238	0	1	5	5	13	27	9	13	77	72
	write-in - scattered	9	0	0	0	0	0	0	0	0	3	6
	<b>Total</b>	<b>1,101</b>	<b>0</b>	<b>2</b>	<b>54</b>	<b>46</b>	<b>118</b>	<b>87</b>	<b>26</b>	<b>54</b>	<b>318</b>	<b>327</b>
Representative in Congress	Kelly Armstrong	1,019	0	1	51	43	110	75	25	47	292	315
	write-in - scattered	5	0	0	0	0	1	0	0	0	2	2
	<b>Total</b>	<b>1,024</b>	<b>0</b>	<b>1</b>	<b>51</b>	<b>43</b>	<b>111</b>	<b>75</b>	<b>25</b>	<b>47</b>	<b>294</b>	<b>317</b>
State Senator Unexpired 2-Year Term District 26	Dale Patten	1,013			48	42	111	80	24	50	284	316
	write-in - scattered	6			0	0	1	0	0	0	4	1
	<b>Total</b>	<b>1,019</b>			<b>48</b>	<b>42</b>	<b>112</b>	<b>80</b>	<b>24</b>	<b>50</b>	<b>288</b>	<b>317</b>
State Representative Unexpired 2-Year Term District 26	Jeremy Olson	805			43	36	71	64	22	40	238	254
	Kelby Timmons	737			31	32	82	50	17	35	214	234
	write-in - scattered	11			0	0	6	1	0	0	1	1
	<b>Total</b>	<b>1,553</b>			<b>74</b>	<b>68</b>	<b>159</b>	<b>115</b>	<b>39</b>	<b>75</b>	<b>453</b>	<b>489</b>
State Representative Unexpired 2-Year Term District 04a	Terry Burton Jones	1	0	1								
	write-in - scattered	0	0	0								
	<b>Total</b>	<b>1</b>	<b>0</b>	<b>1</b>								
Secretary of State	Michael Howe	611	0	1	28	17	64	43	14	30	173	204
	Marvin Lepp	276	0	0	9	14	30	15	7	17	95	76
	write-in - scattered	0	0	0	0	0	0	0	0	0	0	0
	<b>Total</b>	<b>887</b>	<b>0</b>	<b>1</b>	<b>37</b>	<b>31</b>	<b>94</b>	<b>58</b>	<b>21</b>	<b>47</b>	<b>268</b>	<b>280</b>
Attorney General	Drew Wrigley	967	0	1	46	37	109	78	25	47	273	298
	write-in - scattered	4	0	0	0	0	0	0	0	0	1	2
	<b>Total</b>	<b>971</b>	<b>0</b>	<b>1</b>	<b>46</b>	<b>37</b>	<b>109</b>	<b>78</b>	<b>25</b>	<b>47</b>	<b>274</b>	<b>300</b>
Agriculture Commissioner	Doug Goehring	994	0	1	51	39	110	78	27	50	272	306
	write-in - scattered	2	0	0	0	0	0	0	0	0	0	1
	<b>Total</b>	<b>996</b>	<b>0</b>	<b>1</b>	<b>51</b>	<b>39</b>	<b>110</b>	<b>78</b>	<b>27</b>	<b>50</b>	<b>272</b>	<b>307</b>
Public Service Commissioner	Julie Fedorchak	964	0	1	48	40	104	75	25	49	268	297
	write-in - scattered	1	0	0	0	0	0	0	0	0	0	0
	<b>Total</b>	<b>965</b>	<b>0</b>	<b>1</b>	<b>48</b>	<b>40</b>	<b>104</b>	<b>75</b>	<b>25</b>	<b>49</b>	<b>268</b>	<b>297</b>
Public Service Commissioner Unexpired 4-Year Term	Sheri Haugen-Hoffart	928	0	1	44	37	102	70	24	47	259	292
	write-in - scattered	2	0	0	0	0	0	0	0	0	0	1
	<b>Total</b>	<b>930</b>	<b>0</b>	<b>1</b>	<b>44</b>	<b>37</b>	<b>102</b>	<b>70</b>	<b>24</b>	<b>47</b>	<b>259</b>	<b>293</b>
Tax Commissioner	Brian Kroshus	955	0	1	47	36	104	74	25	49	266	300
	write-in - scattered	3	0	0	0	0	0	0	0	0	0	2
	<b>Total</b>	<b>958</b>	<b>0</b>	<b>1</b>	<b>47</b>	<b>36</b>	<b>104</b>	<b>74</b>	<b>25</b>	<b>49</b>	<b>266</b>	<b>302</b>

## MCKENZIE COUNTY DEMOCRATIC-NPL ABSTRACT OF VOTES NORTH DAKOTA PRIMARY ELECTION - JUNE 14, 2022

		Total	270401	270402	272603	272604	272605	272606	272607	272608	272609	272611
United States Senator	Katrina Christiansen	102	1	34	2	5	6	5	0	3	23	20

	Michael J Steele	34	1	10	0	1	1	0	0	0		
	write-in - scattered	0	0	0	0	0	0	0	0	0	0	0
	Total	136	2	44	2	6	7	5	0	3	25	34
Representative in Congress	Mark Haugen	131	2	38	3	5	8	5	0	3	23	36
	write-in - scattered	0	0	0	0	0	0	0	0	0	0	0
	Total	131	2	38	3	5	8	5	0	3	23	36
State Senator Unexpired 2-Year Term District 26	write-in - scattered	4			0	0	0	0	0	0	2	2
	Total	4			0	0	0	0	0	0	2	2
State Representative Unexpired 2-Year Term District 26	write-in - scattered	4			0	0	0	0	0	0	1	3
	Total	4			0	0	0	0	0	0	1	3
State Representative Unexpired 2-Year Term District 04a	Lisa Finley-DeVillie	37	0	37								
	Thomasina Mandan	17	2	15								
	write-in - scattered	0	0	0								
	Total	54	2	52								
Secretary of State	Jeffrey Powell	129	2	37	3	5	8	5	0	3	23	37
	write-in - scattered	0	0	0	0	0	0	0	0	0	0	0
	Total	129	2	37	3	5	8	5	0	3	23	37
Attorney General	Timothy Charles Lamb	131	2	36	3	5	8	5	0	3	23	38
	write-in - scattered	0	0	0	0	0	0	0	0	0	0	0
	Total	131	2	36	3	5	8	5	0	3	23	38
Agriculture Commissioner	Fintan L Dooley	128	2	35	3	5	8	5	0	4	23	36
	write-in - scattered	0	0	0	0	0	0	0	0	0	0	0
	Total	128	2	35	3	5	8	5	0	4	23	36
Public Service Commissioner	Melanie Moniz	132	2	40	3	5	8	5	0	3	23	36
	write-in - scattered	0	0	0	0	0	0	0	0	0	0	0
	Total	132	2	40	3	5	8	5	0	3	23	36
Public Service Commissioner Unexpired 4-Year Term	Trygve Hammer	129	2	36	3	5	8	5	0	3	22	38
	write-in - scattered	1	0	0	0	0	0	0	0	0	1	0
	Total	130	2	36	3	5	8	5	0	3	23	38
Tax Commissioner	write-in - scattered	9	2	3	0	0	0	0	0	0	1	3
	Total	9	2	3	0	0	0	0	0	0	1	3

**MCKENZIE COUNTY NONPARTISAN ABSTRACT OF VOTES  
NORTH DAKOTA PRIMARY ELECTION - JUNE 14, 2022**

		Total	270401	270402	272603	272604	272605	272606	272607	272608	272609	272611
Justice of the Supreme Court	Daniel J Crothers	986	3	22	40	37	107	72	24	47	275	304
	write-in - scattered	5	0	0	0	0	0	0	0	0	3	0
	Total	991	3	22	40	37	107	72	24	47	278	304
Northwest Judge of the District Court No. 1	Josh B Rustad	1,006	3	22	40	39	106	73	24	49	281	313
	write-in - scattered	6	0	0	0	2	0	0	0	0	2	0
	Total	1,012	3	22	40	39	108	73	24	49	283	313
Northwest Judge of the District Court No. 5	Daniel S El-Dweek	993	3	23	39	38	107	69	23	44	279	312
	write-in - scattered	8	0	0	0	0	0	1	0	0	1	4
	Total	1,001	3	23	39	38	107	70	23	44	280	316
Northwest Judge of the District Court No. 6	Kirsten M Sjue	956	3	23	40	38	106	69	23	44	262	296
	write-in - scattered	4	0	0	0	0	0	0	0	0	2	0
	Total	960	3	23	40	38	106	69	23	44	264	296
County Commissioner McKenzie	Tommy Glover	167	0	2	6	4	16	7	1	6	56	56
	Howdy Lawlar	661	1	6	32	36	63	41	20	37	198	177
	Thomas McCabe	584	1	6	17	14	48	45	11	18	180	212
	Dustin Newman	198	1	11	9	3	15	19	2	9	59	65
	Kathy Skarda	759	3	21	29	49	98	63	21	38	184	193
	write-in - scattered	3	0	0	0	0	0	0	0	0	2	1
	Total	2,372	6	46	93	106	240	175	55	108	679	704
County Auditor/Treasurer McKenzie	Erica Johnsrud	693	2	26	47	44	87	46	20	35	150	196
	Keith Tschetter	548	1	2	7	10	39	47	6	22	195	180

Section 3, Item A.

	write-in - scattered	0	0	0	0	0	0	0	0	0	0	0
	Total	1,241	3	28	54	54	126	93	26	57	345	376
County State's Attorney McKenzie	Ty Leland Skarda	1,103	3	23	44	44	114	75	25	47	308	348
	write-in - scattered	8	0	0	0	0	1	0	0	0	4	1
	Total	1,111	3	23	44	44	115	75	25	47	312	349
County Recorder McKenzie	Katie Paulson	1,101	3	24	46	46	120	77	26	47	312	336
	write-in - scattered	7	0	0	0	0	0	1	0	0	1	3
	Total	1,108	3	24	46	46	120	78	26	47	313	339
County Sheriff McKenzie	Matthew Johansen	1,057	3	26	48	45	103	76	24	47	289	336
	write-in - scattered	34	0	0	0	0	9	2	0	0	14	7
	Total	1,091	3	26	48	45	112	78	24	47	303	343
County Official Newspaper McKenzie	McKenzie County Farmer	1,094	3	28	47	48	117	77	26	50	295	337
	Total	1,094	3	28	47	48	117	77	26	50	295	337
Mayor Watford City	Philip K Riely	330										330
	write-in - scattered	4										4
	Total	334										334
Mayor Arnegard	Lowell Mosby	40						40				
	write-in - scattered	4						4				
	Total	44						44				
Council Member Alexander	Tyler Fixen	36					36					
	Joseph Mrachek	14					14					
	Chet Thompson	38					38					
	write-in - scattered	0					0					
	Total	88					88					
Council Member Arnegard	Mark Bakke	26						26				
	Michael Dyer	7						7				
	Rebecca Elliot	20						20				
	Jeffrey Kindel	26						26				
	Ken Ross	8						8				
	Seth Vander Ley	18						18				
	write-in - scattered	1						1				
	Total	106						106				
Council Member Watford City	Heidi Brenna	170										170
	Chelsea Bulzomi	192										192
	Jessica Everman	63										63
	Lance Renville	196										196
	Steven J Sanford	278										278
	Lindsay Veeder	128										128
	write-in - scattered	0										0
	Total	1,027										1,027
Park Board Member Arnegard Park	write-in - Sarah Bickerdyke	1						1				
	write-in - Kristine Helco	1						1				
	write-in - Tim Homiston	1						1				
	write-in - Philip Litteral	2						2				
	write-in - Sarah Rosco	2						2				
	write-in - scattered	0						0				
	Total	7						7				
Park Board Member Alexander Park	Christopher Gillespie	42					42					
	Stacey Mrachek	28					28					
	Suzanne Simpson	14					14					
	write-in - scattered	2					2					
	Total	86					86					
Park Board Member Watford City Park	write-in - Robert McDonnell	6										6
	write-in - Marco Pelton	6										6
	Mark Sparby	274										274
	write-in - Carissa Suter Liebel	2										2
	Katie Walters	296										296
	write-in - scattered	8										8
	Total	592										592
School Board Member Area 1 McKenzie SD#1	Alex Quale	800					4	70	4	44	276	343
	write-in - scattered	4					0	0	0	0	2	0
	Total	804					4	70	4	44	278	343
School Board Member Areas 2 & 3 McKenzie	Dia Northrop	809					4	79	4	46	279	338
	write-in - scattered	6					0	0	0	0	3	1

SD#1	Total	815					4	79	4	46	Section 3, ItemA.	
School Board Member Areas 4 & 5 McKenzie SD#1	Jake Pennington	787					4	71	4	44	276	315
	write-in - scattered	4					0	0	0	0	2	0
	Total	791					4	71	4	44	278	315
School Board Member Yellowstone SD#14	Harvey Asbeck	82		49	33							
	Doug Gullikson	84		50	34							
	Britt Poulsen	75		46	29							
	write-in - scattered	0		0	0							
	Total	241		145	96							
School Board Member Alexander SD#2	Brady Hanna	80					80					
	Lashell Mugg-Tjelde	92					92					
	Cameron Wahlstrom	97					97					
	write-in - scattered	19					19					
	Total	288					288					

## MCKENZIE COUNTY MEASURES ABSTRACT OF VOTES NORTH DAKOTA PRIMARY ELECTION - JUNE 14, 2022

		Total	272603	272604	272605	272606	272607	272608	272609	272611	272612
Home Rule Charter Arnegard	Yes	30				30					
	No	19				19					
	Total	49				49					
Publication of Minutes Arnegard	Yes	44				44					
	No	9				9					
	Total	53				53					
Publication of Minutes McKenzie SD#1	Yes	858			4	86	4	53	300	337	74
	No	64			0	4	0	1	30	25	4
	Total	922			4	90	4	54	330	362	78
Publication of Minutes Yellowstone SD#14	Yes	83	48	35							
	No	16	9	7							
	Total	99	57	42							
Publication of Minutes Alexander SD#2	Yes	104			104						
	No	13			13						
	Total	117			117						
General Bond Obligation Yellowstone SD#14	Yes	84	52	32							
	No	17	5	12							
	Total	101	57	44							





272612
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272612
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272612
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160
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61
73
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75

**Appointments (2-yr terms)**

Building Inspector	Steve Williams
City Attorney	McKennett Forsberg & Voll, PC
City Auditor	Peni Peterson
City Engineer	Grace Demars
City Planner	Curt Moen
Health Officer	Dr. Gary Ramage
Police Chief	Jesse Wellen
Risk Management Officer	Justin Smith
Superintendent of Public Works	Justin Smith

<b>Council Committee Assignments (2-year terms)</b>	<b>2022-2024</b>		
Board of Health (3)	Kenny	Matt	Chelsea
Building (3)	Steve	Matt	Lance
Cemetery (3)	Steve	Lance	Kenny
Franchise (3)	Chelsea	Kenny	Steve
Machinery & Equipment (3)	Lance	Steve	Chelsea
Ordinance (3)	Matt	Bethany	Lance
Personnel (3)	Bethany	Kenny	Chelsea
Streets, Walks, Lights (3)	Matt	Bethany	Steve
Water, Sewer, Garbage (3)	Matt	Steve	Lance
Ways, Means, Finance (3)	Bethany	Kenny	Chelsea

<b>Other Assignments</b>	<b>2022 - 2024</b>
Airport liason (1)	Kenny
Ambulance liason (1)	Steve
McKenzie County Health Care Systems (1 delegate from Council or city)	Mayor
Golf Course liason (1)	Lance
McKenzie County Planning & Zoning (2)	Matt & ?
Pest/Forestry/Vector (1)	Chelsea
Police Department (1)	Mayor
Public Technology (1)	Kenny
LEC Joint Powers Board (2)	Bethany & Lance

**North Dakota Department of Transportation  
AGREEMENT FOR LONG-TERM TEMPORARY HIGHWAY CLOSURE**

In consideration of the mutual covenants contained herein, it is hereby agreed by and between the North Dakota Department of Transportation (NDDOT), whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Watford City, whose address is 213 2<sup>nd</sup> St. NE, PO Box 494, Watford City, ND 58854, as follows:

1. NDDOT hereby grants consent to the City to close any state highway within the City's jurisdiction. Each highway closure shall be reopened immediately after the conclusion of each event.
2. The City shall, within 48 hours of the anticipated closure, verbally notify and obtain the approval of the District Engineer.
3. The attached Risk Management Appendix is hereby incorporated and made a part of this agreement.
4. The City will obey and enforce all federal, state, and local laws.
5. The City shall set up a proper, adequate and safe closure and detour. The City shall be solely responsible for planning, constructing, maintaining, policing, and tearing down the closure and detour. All signing required for the closure and detour must meet the requirements of the Manual on Uniform Traffic Control Devices. The City agrees to inspect those portions of the highway to be used for activities associated with the highway closure.
6. The City acknowledges that the NDDOT has no duty to and will not provide for the supervision of activities associated with the highway closure.
7. The City shall return the segment of highway to substantially the same condition it was in prior to the closure and detour.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.
9. The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the parties.
10. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
11. This agreement may be terminated by the mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person. In addition, NDDOT reserves the right to terminate this agreement, with or without cause, upon written notice.



12. This contract shall be effective when signed by all parties and shall terminate on June 1, 2025.

EXECUTED the date last below signed.

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

City of \_\_\_\_\_

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\*Mayor or President City Commission

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION:

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

APPROVED as to substance by:

\_\_\_\_\_  
DISTRICT ENGINEER (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

CLA 1074 (Div. 70)  
L.D. Approved 8-27-15





Risk Management Appendix

Routine\* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney’s fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government’s contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys’ fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a “Waiver of Subrogation” waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor’s insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor’s insurance and the Subcontractor’s insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor’s policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated “A-” or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See North Dakota Risk Management Manual, section 5.1 for discussion of “unique” and “routine” agreements.

RM Consulted 2007  
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June 28, 2022

McKenzie County Board of Commissioners  
Howdy Lawlar, Chair  
201 5<sup>th</sup> Street NW, Ste. 543  
Watford City, North Dakota 58854

Subject: McKenzie County Economic Development | Proposed Staffing and Funding Structure

Dear Chair Lawlar,

This letter conveys the City of Watford City’s support for the proposed staffing and funding structure for McKenzie County Economic Development that was presented by McKenzie County Economic Development Coordinator, Daniel Stenberg, at the Board of County Commissioners Meeting on June 7<sup>th</sup>, 2022.

In 2021, the City of Watford City undertook an infrastructure master planning project which included reviewing the City’s current economic development efforts. As part of the review, City Council members, City staff members, McKenzie County Commission members, McKenzie County JDA Board members and staff, Rough Rider Center staff, and local community and business leaders met to discuss the future of economic development in the community. The report indicated that the City’s economic development organizational structure needed to be reviewed to define roles and responsibilities of economic development staff. It was recommended to hire a Marketing and Communications Specialist to aid in economic development efforts and highlighted the importance of the various governmental entities working collaboratively to achieve the economic development goals of the community.

The City of Watford City believes that the proposed staffing and funding structure for McKenzie County Economic Development is a step in the right direction to accomplishing the goals identified in the 2020 – 2024 Community Sustainability Plan, the Economic Resiliency and Diversification Strategies for McKenzie County Report, and the 2040 Infrastructure Master Plan.

Thank you,

Philip Riely  
**City of Watford City**  
Mayor