



**CITY COUNCIL
MEETING AGENDA
NOVEMBER 25, 2024 AT 5:30 PM
HJEMKOMST CENTER AUDITORIUM**

City Council Meeting

Disclaimer: Voting requirements may be subject to changes in the law, parliamentary procedural matters, or other unforeseen issues. The City Attorney provides opinion on questions of voting requirements in accordance with the Moorhead City Code, Minnesota State Statutes, and parliamentary procedure.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Agenda Amendments
4. Consent Agenda

*All items listed with an asterisk (*) are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in accordance with the "Council Rules of Procedure". In such event, the item will be removed from the General Order of Business and considered in its normal sequence on the agenda.*
5. Recognitions - Presentations
 - A. Presentation: The Arts Partnership, Tania Blanich, Executive Director
 - B. Presentation: Psychiatric Residential Treatment Center, Jenny Mongeau, Clay County Commissioner
6. Approve Minutes
 - A. November 12, 2024 Meeting Minutes
7. Citizens Addressing the Council (Time Reserved: 15 Minutes)

During "Citizens Addressing the Council", the Mayor will invite residents to share issues, concerns and opportunities. Individuals must limit their comments to three minutes. The Mayor may limit the number of speakers on the same issue in the interest of time and topic. Individuals should not expect the Mayor or Council to respond to their comments tonight.
8. *Mayor and Council Appointments
9. Public Hearings (5:45 pm)

During "Public Hearings", the Mayor will ask for public testimony after staff and/or applicants make their presentations. The following guidelines are in place to ensure an efficient, fair, and respectful hearing; limit your testimony to three minutes and to the matter under consideration; the Mayor may modify times, as deemed necessary; avoid repeating remarks or points of view made by previous speakers. The use of signs, clapping, cheering or booing or any other form of verbal or nonverbal communication is not allowed.

 - A. Public Hearing Regarding the Request of Barry Bach on behalf of Fun & Games LLC for a Property Tax Exemption for a Project located at 1625 Main Ave SE (58.752.0020)
 - B. Resolution to Approve a Property Tax Exemption for Fun & Games LLC to construct a Project located at 1625 Main Ave (58.752.0020)

- C. Public Hearing for an Ordinance Granting a Fiber Optic Franchise to Ubiquity LLC
- D. First Reading of Ordinance 2024-13: An Ordinance to Grant a Fiber Optic Franchise to Ubiquity, LLC
- 10. Community Development Department
 - A. *Resolution to Approve Minor Subdivision – 2605 8th St S – Parcel 58.100.0660
- 11. Public Works
 - A. *Resolution to Approve Agreement with MBA Development Company for Guaranteed Maximum Price on the Matson Field Stadium Project
- 12. Administration
 - A. *First Reading of Ordinance 2024-11: An Ordinance relating to Mayor and Council Member Compensation for 2025 and 2026
 - B. *Resolution to Approve the Joint Powers Agreement with Valley Senior Services for 2025
 - C. *Resolution to Approve a Contract with the City of Dilworth for 2025 Transit Service
 - D. Resolution to Adopt 2025 City of Moorhead Legislative Priorities
 - E. First Reading of Ordinance 2024-12: An Ordinance Adopting the 2025 Fee Schedule
- 13. Mayor and Council Reports
- 14. City Manager Reports
- 15. Executive Session
- 16. New Business
- 17. Adjourn



The Arts Partnership Fiscal 2024 Annual Report

July 1, 2023 – June 30, 2024

Message from the Executive Director

Annual reports may seem somewhat old fashioned, but at The Arts Partnership, we feel they provide an excellent summary that succinctly illustrates what we've accomplished in the past year and where we're headed.

We also hope this report helps donors see the impact of their contributions — and, more importantly, to know that their generosity is appreciated.

The process of compiling this report each year allows TAP's staff and board to take stock of the past year and to evaluate the effectiveness of our work, so that we can adjust and improve.

One accomplishment from the past year stands out: the Board's adoption of a fourth core value. That value — *advance equitable access to and inclusion through the arts* — reflects our belief that the arts can lead the way to making all in our community feel welcome and valued. It also will serve as an ongoing reminder to the board and staff to work consciously and deliberately to make our programs equitable and inclusive — and to encourage our Primary Arts Partners and other colleagues in the arts sector to do the same.

Thank you to our Partners, donors, funders and participating businesses for supporting local art and encouraging The Arts Partnership to continue cultivating community through the arts.



Agnes Blawie
Executive Director
The Arts Partnership

Mission

Cultivating community through the arts.

Vision

We envision a community that wholeheartedly embraces and supports the arts as a valuable piece of our social and economic success.

Core Values

- Support Local Art and the artists who make it.
- Advocate the arts' role in a vibrant economy.
- Promote a creatively enriched community.
- Advance equitable access to and inclusion through the arts.



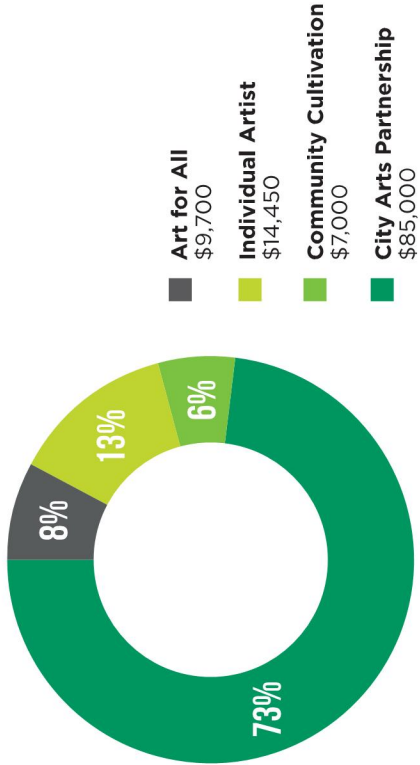
The Year in Review

The following highlights the work of The Arts Partnership for Fiscal 2024, from July 1, 2023 through June 30, 2024.

Grants

Through our grant programs, TAP invests in the overall health and success of the local arts sector and, ultimately, the health and success of our community. In addition to awarding grants to arts nonprofits, over the years we have established grants to individual artists (in 2012) and health-and-human services organizations wishing to incorporate the arts into their mission-related work (in 2022). During the past year, we convened former panelists, grantees, arts advocates and board members to review each of the grant programs. That review resulted in simplifying the application process while maintaining its rigor. The 2024 Grantees are listed on pages 8 and 9. theartspartnership.net/programs/grants

\$116,150 IN FY24 GRANTS



This quote from French artist Henri Matisse resonates with the artists who create in their Aptitude studios.

Aptitude

The artist studios and kiln room housed at West Acres provide a nurturing, inspired and collaborative art space. Aptitude primarily functions as a creative space, but the artists open their studios to the public during occasional art markets. The artists represent a wide range of artistic and creative genres, from painters to printmakers, photographers, ceramicists and jewelry makers. Dedicated studios provide quiet, less chaotic space for artists to tap into their creativity – and keeping the studios reasonably priced means that even artists starting out in their careers can afford them. The lack of other, affordably priced studios in our community means that there is always a waiting list for Aptitude. Current studio artists can be found at theartspartnership.net/arts-hub/aptitude-creative-arts-studios

**CREATING
SPACE FOR
INSPIRATION**

6,191
Square feet
of creative space

18
Artist studios

5
Years housed at
West Acres

ArtWORKS

ArtWORKS provides a unique opportunity to bring art into the public realm. Its focus: cultivate work environments where creativity thrives and enhances the lives of staff, clients and customers. ArtWORKS installs 4 rotating art exhibits in each participating venue on an annual basis. Employers appreciate that the exhibits spark conversation — and connection — among employees. Participating artists receive a stipend (totaling \$11,500 in Fiscal 2024). They also have the opportunity to sell their work, receiving 100% of the sale. theartspartnership.net/programs/artworks



A painting by Kim Bromley installed in a family office.

CULTIVATING APPRECIATION FOR ART IN THE WORKPLACE

21

Participating
venues

26

local artists featured
in ArtWORKS
exhibits

12

Number of public mini-
concerts at Hector
International Airport

\$45,000+

In art sales/
commissions
since 2014

CONNECTING THE ARTS AND THE COMMUNITY



365

NUMBER OF DAYS TAP
PUBLICLY COMMUNICATED
ABOUT LOCAL ART



15,000

ESTIMATED REGULAR READERS,
SUBSCRIBERS AND SOCIAL
FOLLOWERS OF TAP



52

ARTS ARTICLES
PUBLISHED IN THE
FORUM

Communications

TAP promotes a creatively enriched community through our communication efforts. Those efforts translate to arts advocacy on a grand scale. We reach tens of thousands over the course of the year through a wide array of mediums. Those include providing a weekly article on the arts for *The Forum*, producing the *Connecting the Dots* e-newsletter, blogs, videos and maintaining an active social media presence.

Community Supported Art (CSA)

The CSA program introduces arts supporters to local artists and helps build audiences and consumers for their work. Those who purchase a season share receive custom-created pieces of art and performances ranging from harpists to ska bands, plus outstanding culinary experiences over three events held in May, July and September. Artists and performers receive a substantial stipend for their participation, which often has allowed them the freedom to explore new subject matter or techniques. In 13 CSA seasons, featured artists, performers and artist groups have earned stipends totaling \$116,000.

theartspartnership.net/programs/community-supported-art



Russ Peterson, saxophone; Eduard Teregulov, cello; and Albina Khaliapova, piano perform for the shareholders at the Rourke Art Museum in May 2024.



Shareholders of all ages enjoy the events — Leah Thompson and her grandmother Debra Thompson with an encaustic artwork by CSA artist Karena Ness.

GROWING SUPPORT FOR LOCAL ART

41

Season 2024
shareholders

13

Seasons of CSA — the longest-
running arts CSA in the country

93+

Artists, artisans and
performers over 13 seasons

Fiscal Sponsorship

The Arts Partnership offers artists and arts groups the opportunity to share our nonprofit status for an arts-related project or to work towards arts nonprofit status of their own. This opportunity allows those being fiscally sponsored to receive grants and tax-exempt donations. Fiscal sponsorship is not meant to be a permanent solution for the sponsor; most agreements are for 1-2 years. TAP takes a modest fee to manage the funds.

COLORED CAPITAL ENTERTAINMENT

Colored Capital Entertainment, a content creation-based organization, became a fiscal sponsor for this past year. Colored Capital was created to provide young people with training and an introduction into the vast world of opportunities presented by the media arts. It also provides an outlet for telling stories from within our community that may not otherwise be heard. The organization is making a documentary about the Liberian civil war and how years after the war in this small country ended, it continues to affect those who participated in it and the next generation.



Participants in the two-day Videos in Color workshop. Photo courtesy Colored Capital Entertainment.

Primary Arts Partners

The *Partnership* part of TAP's name reflects the dozens of nonprofit arts and culture organizations, individual artists and others that serve as representatives of our local arts and culture community and are TAP's boots-on-the-ground arts contingent. Each of our Partners contributes to creative placemaking in Cass and Clay Counties. Our Partners sustain and nurture a community where creativity thrives and enhances the lives of our citizens. That is why we advocate for and communicate about them, and provide financial and advisory resources to them. Current Partners are listed on page 7. theartspartnership.net/partners



Some of TAP's Primary Arts Partners gathered at the State of the Arts Event. Photo courtesy of Anna Paige, *The Forum*

132 PARTNERS

81

Artists and performers

42

Arts-and-culture organizations

9

Arts-related businesses and other nonprofits

State of the Arts

The State of the Arts, hosted by TAP in June, celebrated the arts within our community — and the vital role they play in the economic strength of our community. For the 2024 event, we invited colleagues from the business and academic sectors to participate in a panel discussion about the value of business and the arts working together. The panel, moderated by Charley Johnson, President & CEO of the Fargo-Moorhead Convention and Visitors Bureau, featured: Kathryn Birkeland, Dean of the NDSU Business School; Cairn Reish, community liaison for Marvin; and Shelley Szudera, AVP Marketing & Branding for Choice.



Caption: Katherine Birkeland (left) and Cairn Reish (right) during the panel. Photo courtesy of Anna Paige, *The Forum*

“Culture is in the middle of a healthy workplace experience, and culture is synonymous with art.”

— Cairn Reish, Marvin

Fiscal 2024 Financials

The Arts Partnership benefits from a healthy mix of revenue to support its work.

Revenue

Grants and Government Funding	
Tri-Cities	\$125,000
State Government	\$9,547
Foundations	\$24,500
Total	\$158,957
Contributions	
Business Donations	\$33,406
Individuals	\$87,941
Total	\$121,347
Program, Event and Earned Revenue	
	\$91,271
Other	\$25,406

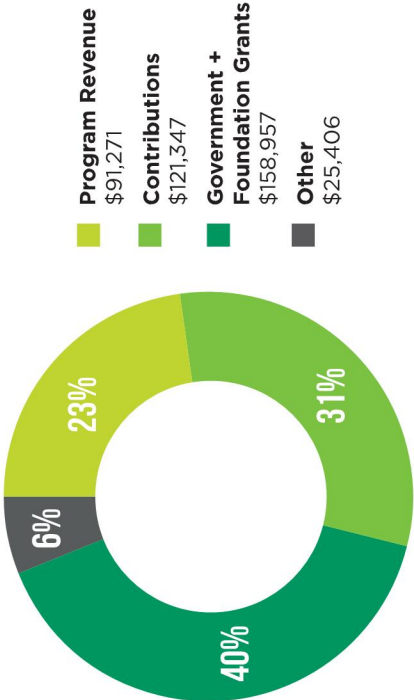
Total Revenue

\$396,981

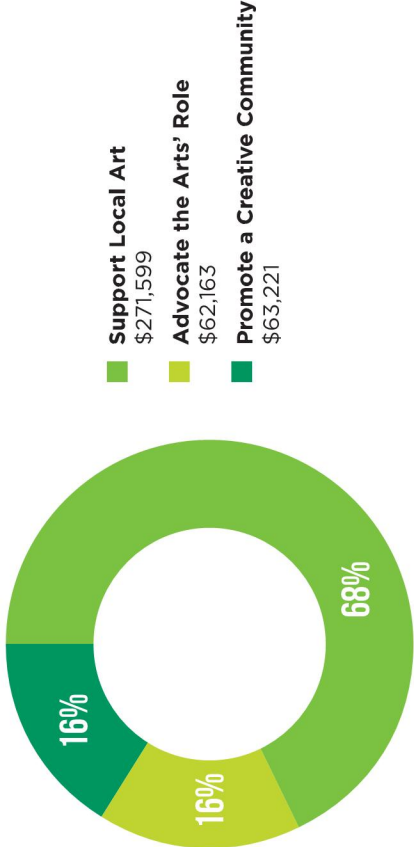
Expense

Support Local Art	\$271,599
Advocate the Arts' Role	\$62,163
Promote a Creative Community	\$63,221
Total Expense	\$396,981

Where Our Income Comes From



What it Supports



Primary Arts Partners

For more information about our current Partners visit theartspartnership.net/partners.

ARTS ORGANIZATIONS

Act Up Theatre
 Angels of the Muse
 Cass Co ND Historical Society
 City of Fargo
 Colored Capital Entertainment
 CreativeMornings
 Crooked Lane Farm Folk School
 Dakota Fine Art
 Fargo Theatre
 Fiber Arts Festival
 FM Area Music Club
 FM Area Youth Symphonies
 FM Ballet
 FM Choral Artists
 FM Community Theatre
 FM Opera
 FM Quilters
 FM Symphony
 FM Visual Artists
 FM Youth Choir
 Gallery 4, Ltd
 Gooseberry Park Players
 Historical and Cultural Society
 of Clay County
 Kicks Jazz Band of FM
 Lake Agassiz Development Group
 Learning Bank
 Memorial Union Gallery – NDSU
 Moorhead Friends Writers Group
 MSUM College of Arts and
 Humanities
 NDSU College of Arts and Sciences
 NDSU College of Business
 New Horizons Band
 Nordic Culture Clubs
 NP Botanic Garden Society
 Plains Art Museum
 Prairie Public Broadcasting

Red River Valley Woodcarvers
 Red River Watercolor Society
 Rourke Art Gallery Museum
 Theatre B
 Trollwood Performing Arts School

ARTISTS

Alicia Hauuff Studio
 Amanda Frost Creations
 Amber Dreamcatcher/Amber
 Mattson
 Amanda Heidt
 Andersen Studio/Kenneth Andersen
 Anna Johnson
 Annie G. Photography
 Annie Hough
 Ashley Kunz
 Bachmeier Pottery/Brad Bachmeier
 Biblio Trek/Mark Elton
 Billie Jean Kitzman
 Bob Schlomann
 Brandi Malarky/It's All Malarky
 Callie Stadem
 Cameron Peterson
 Carol Schlossman
 Caw & Claw/Steph Norton
 Christina Johnson
 Crystal Gilson
 Dakota Brass Ensemble/
 Golden Blend
 Dan Christianson
 Dan Koeck Photography
 Dandelions & Dice/Nicole Nistler
 Dayna Del Val
 Delia Touché
 Emily Vieweg
 Eric A. Johnson/Big Oak Press
 Fermie Studios/Tara Fermoye
 Hope Thier Art

Isaiah Johns Fine Art &
 Photography
 Jacqueline Anderson
 jemstone junkie/Megan Theisen
 Jennifer Paulsrud
 Jenny Sue/Jennifer Nelson
 John Paulsen
 Jon Solinger
 Karena Ness
 Kari del Rio
 Karman Rheault – SnowFire Studio
 Kary Janousek/Old School Collodian
 Kathy Freese
 Kent Kapplinger
 Kevin Carollo
 KT Fine Arts/Kayla Due
 Lacey Gilles/Artistic Adventure
 Company
 Linda Boyd Artworks
 Lonna Whiting
 Lowell Wolff/Dreamcatcher Images
 Lynn Fundingsland
 Marcella Rose/Rose Gallery
 Marjorie Schlossman
 Mark Holter/Atomic Luchador
 Studio
 Matthew Patnode/Boreas Trio
 Max Johnk
 Meg Spielman Studio
 Megan Johnson
 Michael Dunn/Studio D
 Mitchel Hoffart Art
 Nancy Baier
 Oakies' Art & Photography
 Rachel Brandt
 Richard Worae
 Ricot Aladin
 Rising Dawn Ceramics/Kelsey
 Williams

Rogne Fine Art
 Ryan Clancy
 Sarah Morrau
 Scott Seller Photography
 Silver Winds Flute Quartet
 Solsaa/Bridget Solsaa
 Stephanie Manesis
 Steve Revland
 Steven Hammer
 Tea Made/Emily Brooks
 The Wicked Bees
 Tim Lamey Studios
 Trudy Stubson/Living Art Gallery
 Tylar Frame
 W. Scott Olsen
 Yellow Chair Press/Jenny Junker

BUSINESSES AND OTHERS

Choice Bank
 Chris Hahn Illustration, LLC
 Element Fargo
 FBS
 Forum Communications Co
 Hector International Airport
 Luna Restaurant
 Marvin
 Red River Valley Design, LLC
 Fargo Park District
 FM Convention & Visitors Bureau

**COLLABORATING FOR
 EVERYONE'S GROWTH
 AND SUCCESS**

2024 Grantees

2024 City Arts Partnership (CAP) Grants \$85,000 to 17 Organizations

CAP Grants provide general operating support to our community's mid-sized to largest arts-and-culture nonprofits. We know how challenging it is to find general operating support, so The Arts Partnership provides unrestricted grants ranging from \$3,000 to \$10,000 to the community's pillar arts organizations. Funded by the Cities of Fargo and West Fargo, ND and Moorhead, MN.

Fargo Theatre.....	\$ 10,000
FM Area Youth Symphonies.....	\$4,500
FM Choral Artists.....	\$4,500
FM Opera Company.....	\$5,000
FM Symphony Orchestra.....	\$6,500
FM Visual Artists.....	\$3,250
FM Youth Choir.....	\$3,750
Gooseberry Park Players.....	\$3,500
Historical & Cultural Society of Clay County.....	\$7,500
Kicks Band of Fargo Moorhead.....	\$4,750
Master Chorale of Fargo Moorhead.....	\$3,000
Plains Art Museum.....	\$5,500
Rourke Art Gallery and Museum.....	\$3,500
Spirit Room.....	\$3,000
Stage West.....	\$7,000
Theatre B.....	\$4,750
Trollwood Performing Art School.....	\$5,000

Funding for creative growth and inspiration

2024 Community Cultivation Grants \$7,000 to 7 Organizations

The Community Cultivation Grants provide program and project support to arts-and-culture nonprofits in our community. The grant awards range from \$500 to \$2,500 and support arts nonprofits or entities that are part of a larger organization, for example, a university art department. Funded by the Cities of Fargo and West Fargo, ND and Moorhead, MN.

Angels of the Muse.....	\$500
Concordia College Vocal Jazz.....	\$1,500
Edvard Grieg Society of North Dakota.....	\$500
Learning Bank.....	\$1,500
Memorial Union Gallery, North Dakota State University.....	\$1,500
Prairie Public Broadcasting.....	\$1,000
Sing from Your Heart.....	\$500

Art for All Grants \$9,750 to 6 Organizations

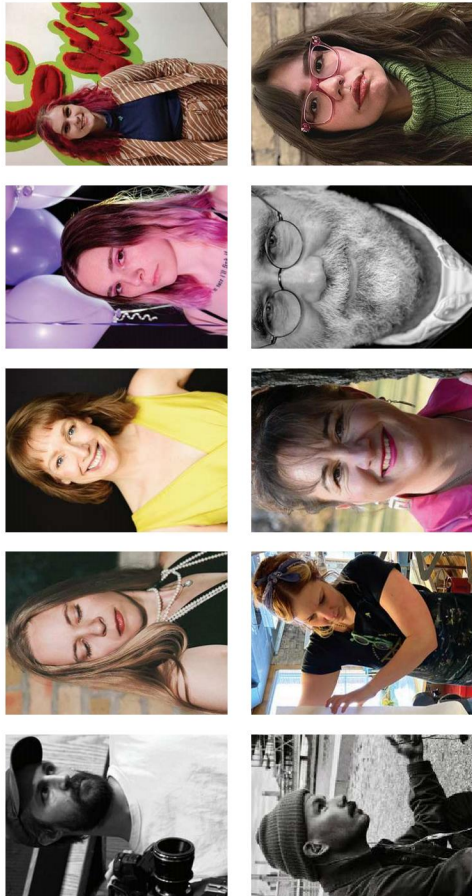
In Fall 2021, TAP launched a pilot grant program, developed with and funded by Choice Bank, to encourage health and human services sector nonprofits to incorporate the arts into their mission-related work. These grants invest in organizations and projects that will use the arts to make a valuable commitment to and impact on primarily underserved constituencies. In 2022, the grants were rebranded as the Art for All Grants, to pave the way for additional corporate funders.

Boys and Girls Clubs of the Red River Valley.....	\$1,750
ESHARA.....	\$1,750
Indigenous Legacy.....	\$1,750
Lake Agassiz Habitat for Humanity.....	\$1,750
New American Consortium for Wellness and Empowerment.....	\$1,750
Red River Human Services Foundation.....	\$950

Individual Artist Grants | \$14,450 to 10 Artists

These grants assist artists in realizing their artistic visions. Grantees represent a range of career stages, from emerging to well-established artists, and artistic disciplines, from musicians to writers to visual artists and more. We hope these grants serve as the rock dropped in a pond, with the ripples extending well beyond the specific project into the artist's future practice. Funded by individual donors, the Susie Yakowicz Creative Arts Scholarship Fund of the FM Area Foundation, a Moorhead PEO Chapter and the Erin Koffler Memorial Fund.

Ryan Clancy, filmmaker.....	\$1,600
Kari Del Rio, musician.....	\$2,000
Dayna Del Val, writer	\$1,500
Tylar Frame, photographer	\$1,250
Kathy Freese, ceramicist	\$1,600
Stephen Hammer, musician.....	\$1,250
Amanda Heidt, printmaker/weaver.....	\$1,250
Stephanie Manesis, filmmaker	\$1,000
W. Scott Olsen, writer/photographer	\$1,000
Delia Touché, visual artist	\$2,000



2024 Individual Arts Partnership Grantees:
 Top row, L-R: Ryan Clancy, Kari Del Rio, Dayna Del Val, Tylar Frame, Kathy Freese
 Bottom row, L-R: Stephen Hammer, Amanda Heidt, Stephanie Manesis, W. Scott Olsen, Delia Touché

**\$1.835 million to
#supportlocalart
in the past 20
years**

555
grants to
arts-and-culture
organizations

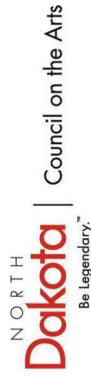
142
grants to artists

31
grants for
art projects

Our Funders

July 1, 2023 through June 30, 2024

Government Support



Council on the Arts

Business and Foundation Donors



CHOICE BANK



FM Area Foundation

Bell Bank | Rustic Oaks* | Sandy's Tax Services

**Bernie's Wine's and Liquors | Moorhead PEO | Eide Balley Employee Matching Gifts
Off Color Productions | Sir Speedy***

*Indicates an in-kind donation

Our Donors

July 1, 2023 through June 30, 2024

\$5,000 — \$20,000

Julie Blehm
David Hasbargen and
Wayne Zimmerman
Shirley and Bob
Montgomery
Kendra and Matt O'Brien

\$2,000 — \$4,999

Mark and Gwen Halaas
Sally McCravey and
Philip Henry
Shirley Nelson
Shyla and Josh Thompson
Susie Yakowicz Creative
Arts Scholarship Fund

\$1,000 — \$1,999

Jane and Thomas Ahlin
Steve and Amy Baenen
Tania Blanich
Tracey and Richard
Moorhead
Kathleen Neugebauer

Cairn Reisch
Karman and Mark Rheault
Muriel and Joe Richardson
Carol and Brad Schlossman
Scott Seller
Melissa Tomlinson and
Rachel Asleson
Jane Winston and Roger
Grimm

\$500 — \$999

Julie Burgum
Betsy and Jon Ewen
Noah Ford-Dunker
Joan Justesen
Austin and Laura Morris

Marcia and Ken Retzer

William Roden
Carol and Kent Rogne
Gina Sandgren
Karen Stoker
Shelley Szudera and Kurt
Kopperud
Jillain Veil-Ehnert

\$250 — \$499

Jennifer and Jeff Anderson
Anonymous
Margie and Richard Bailly
Cynthia and David
Baumgardner
Patricia and Burton Belknap
Melissa Burkland

Barbara and Jim Call
Shelly and Ron Carlson
Rose Dunn
Deb and Scott Johnson
Maureen and Martin
Jonason
Angelique Kube and
Barry Scribner

Barry and Sandra Kutzer
Karin and Jim Luchsinger
Roger Minch
Martha Moore
Gene and Rennitta
Okerlund
Susan and Daniel Pederson
Eric Peterson
Nelson and Denis Richardson
Charitable Fund

Sandy Thiel

Rooth Varland and Sigurd
Johnson
Ene and Nick Vogel
Jeff Walkinshaw

\$150 — \$249

Valerie Axt
Brad and Sue Bachmeier
Emily and Bill Brooks
Susan and Reid Curtis
Mary Dahl
Louise and Bernie Dardis
Dayna Del Val and
Mazz Marry

Barbara and Robert Deraas
Nikkie Gullickson
David Hamilton and
Bernie Erickson
Roy and Peggy Hammerling
Aaron Hill
Gwen Hoberg and Bruce
Ringstrom, Jr.

Charley and Mary Johnson
Virginia and Rick Johnson
Tim and Nancy Kelly
Michal and Chuck Lang
Don Larew
Tim and Anne McLarnan
Michael Olson

Jennifer Paulsrud
Larry Peterson and Mary
Struck
Robert and Nancy
Schlommann
Marjorie Schlossman and
Ivan Weir
Anne Thurmer
Anne Zarling

Under \$150

Kim and John Baird
Carmen and Bill Biddle
Alyson and Mark Bjornstad
Tamara Blanich
Joshua Boschee

Ann Braaten

John Britton and Linda
Winters
Pamela Burns
Jim and Cheri Buus
Jane Linde Capistran
Patty Corwin
Maddie and Zach Craig
Virginia Dambach

Marcy Dronen
Paula Eckman
Genevieve Eidem
Sue and Clay Ellingson
Jay Evans
Chelsey and Michael Ewen
Tyler Fischbach

Rebecca Fisher
Erin Gillette +
Danielle Graven
Zhimin Guan
Debra Haarsager
Paul Harris and LuAnn
Hagel
Mitch Hoffarth and Karen
Olson

Stanley Hoglund
Darren Huber ++
Thomas Jefferson
Amy and Tim Johnson
Anna and Susan Johnson
Jo and Don Kilander
Theodore Kleiman
Jeff Knight and Crystal
Cosette Knight

Cathy Knutson +++

Lori and Hardy Koenig
Stephanie Kost
Shirley Leiphon
Paul and Kathy Lindquist
John and Jeanine Machacek

Dan Mahli

Stephanie Manesis
Danica McDonald
Christi McGeorge
Dwight Mickelson
Pamela O'Leary
Sara Owens-Granger
Sandra and Joseph Payne
Joni Janz Peterson

Jill and Greg Post
Beth and James Postema
Ann and Tom Riley
Ron and Nancy Saeger
Sheri and James Schrock
Kay Schwartzwalter and
Paul Gleye

John and Sherri Stern
Jen and Derek Swenson
Diane Szudera
Lynn Tkachuk
Lonna Whiting and Kevin
Carollo
Carl Wichman

+ In memory of Patricia Fillmore

++ In memory of Sharon Huber

+++ In memory of Nelson Richardson

Board Members

TAP's work could not happen without dedicated board members who adopt sound, ethical and legal governance and financial management policies and make sure the nonprofit has adequate resources to advance its mission.
An * indicates a Primary Arts Partner.

2023 — 2024 Board Members

Shyla Thompson, Chair <i>Microsoft</i>	Tyler Fischbach <i>FMWF Chamber</i>
Cairn Reisch, Vice Chair <i>Marvin</i>	Dr. Danielle Gravon* <i>Plains Art Museum</i>
Scott Seiler*, Treasurer <i>Razor, Artist and Gallery 4</i>	Aaron Hill <i>Goldmark Commercial Real Estate</i>
Jillain Veil-Ehnert*, Secretary <i>Concordia College</i>	Anna Johnson* <i>Artist</i>
Shelley Szudera, Past Chair <i>Choice Financial</i>	Dr. Christi McGeorge <i>North Dakota State University</i>
Melissa Burkland <i>United States Attorney's Office</i>	

2024 — 2025 Board Members

Cairn Reisch*, Chair <i>Marvin</i>	Anna Johnson* <i>Artist</i>
Scott Seiler*, Vice-Chair and Secretary <i>Razor, Artist and Gallery 4</i>	Shelley Szudera* <i>Choice Financial</i>
Tyler Fischbach <i>FMWF Chamber</i>	Shyla Thompson <i>Microsoft</i>
Dr. Danielle Gravon* <i>Plains Art Museum</i>	Jack Yakowicz <i>AdShark</i>

Staff

Tania Blanich Executive Director	Christina Johnson Project Manager	Lonna Whiting Communications
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The Arts Partnership
PO Box 2612
Fargo, ND 58108-2612
701.484.1757
theartspartnership.net



**CITY COUNCIL
MEETING MINUTES
NOVEMBER 12, 2024 AT 5:30 PM
HJEMKOMST CENTER AUDITORIUM**

1. Call to Order and Roll Call

Roll call of the members was made as follows:

Present: Council Member: Ryan Nelson

Council Member: Matthew Gilbertson

Council Member: Heather Nesemeier

Council Member: Laura Caroon

Council Member: Larry Seljevold

Council Member: Sebastian McDougall

Council Member: Chuck Hendrickson

Absent: Council Member: Deb White

Mayor: Shelly Carlson

2. Pledge of Allegiance

3. Agenda Amendments

There was a request to remove item 12A from the consent agenda.

Motion to Approve made by Heather Nesemeier and seconded by Larry Seljevold

Motion Passed

For: 7; Nelson, Gilbertson, Nesemeier, Caroon, Seljevold, McDougall, Hendrickson

Against: 0;

Abstain/Recuse: 0;

Absent: 1; White

4. Consent Agenda

Motion to Approve Consent Agenda made by Laura Caroon and seconded by Heather Nesemeier

Motion Passed

For: 7; Nelson, Gilbertson, Nesemeier, Caroon, Seljevold, McDougall, Hendrickson

Against: 0;

Abstain/Recuse: 0;

Absent: 1; White

5. Recognitions - Presentations

6. Approve Minutes

A. October 28, 2024 Meeting Minutes

Motion to Approve October 28, 2024 Meeting Minutes made by Ryan Nelson and seconded by Sebastian McDougall

Motion Passed

For: 7; Nelson, Gilbertson, Nesemeier, Caroon, Seljevold, McDougall, Hendrickson

Against: 0;
Abstain/Recuse: 0;
Absent: 1; White

7. Citizens Addressing the Council (Time Reserved: 15 Minutes)
8. *Mayor and Council Appointments
9. Public Hearings (5:45 pm)
10. Engineering Department
 - A. *Resolution to Approve Agency Agreement No. 1057758 with MnDOT for Federal Transportation Grants Technical Assistance
11. Parks and Recreation Department
 - A. *Resolution to Enter into an Agreement with the Minnesota Historical Society to receive a grant for a Camera Surveillance System at the Hjemkomst Center.
 - B. *Resolution to Approve 2025 Boiler Plate Agreement and the 2025 Athletic Use Guide for Routine Leasing of Facilities within the Parks and Recreation Department
12. Public Works
 - A. *Resolution to Approve the Modification to the Agreement with MinnKota Recycling to Process and Market Recyclable Materials

Motion to Approve Resolution to Approve the Modification to the Agreement with MinnKota Recycling to Process and Market Recyclable Materials made by Heather Nesemeier and seconded by Laura Caroon

Motion Passed

For: 7; Nelson, Gilbertson, Nesemeier, Caroon, Seljevold, McDougall, Hendrickson

Against: 0

Abstain/Recuse: 0

Absent: 1; White

Council member Nesemeier stated increases in the costs of recycling will likely result in increases to the overall cost of single sort recycling in Moorhead.

13. Administration
 - A. Resolution to Assign Transit Revenue and Expense Contracts to the City of Fargo Effective 1/1/2025

Transit Manager Lori Van Beek shared information on the interim joint powers agreement for Transit services with the City of Fargo whereby Moorhead purchases services in 2025. Mayor Pro-Tem Chuck Hendrickson thanked Moorhead Transit Manager Lori Van Beek for her dedication and service to Moorhead and the metro area for over 42 years. Ms. Van Beek plans to retire in December 2024.

Motion to Approve Resolution to Assign Transit Revenue and Expense Contracts to the City of Fargo Effective 1/1/2025 made by Ryan Nelson and seconded by Laura

Caroon

Motion Passed

For: 7; Nelson, Gilbertson, Nesemeier, Caroon, Seljevold, McDougall, Hendrickson

Against: 0

Abstain/Recuse: 0

Absent: 1; White

B. Resolution to Canvass the Results of the November 5, 2024 General Election

City Clerk Christina Rust presented election results of the November 5, 2024 general election. City Clerk Rust shared appreciation for the City's election team, staff and nearly 150 election judges, that allow Moorhead and Clay County to conduct safe, secure, and accessible elections.

Motion to Approve Resolution to Canvass the Results of the November 5, 2024 General Election made by Heather Nesemeier and seconded by Sebastian McDougall

Motion Passed

For: 7; Nelson, Gilbertson, Nesemeier, Caroon, Seljevold, McDougall, Hendrickson

Against: 0

Abstain/Recuse: 0

Absent: 1; White

C. *Resolution to Approve Labor Agreement and Memorandums of Understanding Between the City of Moorhead and Law Enforcement Labor Services (LELS) Local 375 Police Sergeant and Lieutenants

D. *Resolution to Designate Environmental Review Certifying Officer for HUD Programs

14. Mayor and Council Reports

Council member Nesemeier stated the Take-Back-Jack program continues in Clay County through November 14. Council member Nesemeier also shared information on the Cass Clay Food Commission.

Council member McDougall mentioned Pangea events are taking place at the Hjemkomst Center on Saturday, November 16 from 10:00 to 4:00 p.m. Admission is free.

Council member Nelson attended the Moorhead Fire Department's annual recognition where new members of department are sworn-in along with promotions to leadership positions.

Mayor Pro-Tem Hendrickson thanked all of the candidates that ran for office in 2024, as well as election judges, staff, and others that work to make the election possible.

15. City Manager Reports

16. Executive Session

17. New Business

18. Adjourn

Meeting adjourned at 5:46pm

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson
Mayor

Christina Rust
City Clerk

The proceedings of this meeting are digitally recorded and are available for public review.

DRAFT



City Council Communication

November 25, 2024

SUBJECT:

Public Hearing Regarding the Request of Barry Bach on behalf of Fun & Games LLC for a Property Tax Exemption for a Project located at 1625 Main Ave SE (58.752.0020)

RECOMMENDATION:

The Mayor and City Council are asked to conduct a Public Hearing and consider approval of a property tax exemption for Fun & Games LLC, doing business as Games to Go, to expand and construct a new building located at 1625 Main Ave SE (58.752.0020).

BACKGROUND/KEY POINTS:

The Moorhead City Council and Moorhead Economic Development Authority find that granting property tax exemptions pursuant to program requirements set forth in policies approved on September 12, 2011, increases the community's long-term economic vitality through the creation of additional housing choice, new jobs, increasing employment opportunities for Moorhead residents and expanding Moorhead's property tax base. Further, that existing business will benefit by increasing total number of businesses in Moorhead, thereby positioning Moorhead as a destination to more customers.

Project: Fun & Games LLC, doing business as Games to Go, is owned by Brian and Barry Bach and has been in business under the current ownership for over 12 years. Games to Go rents inflatable games (slides, bouncy houses, etc.) for birthday parties and events. Their current facility located at 1655 Main Ave SE was constructed in 2017 and became the home base for the company expanding to offer a large indoor game room to rent for private events and parties. There is also a reception area, offices, mezzanine, and a large storage area for games, tables, chairs, etc.

Games to Go now desires to construct a second building (approx. 4,200 sf) which will be used for additional indoor storage and a game cleaning area. The business is also diversifying to include fabrication (manufacturing) of inflatable games during the winter months. This would involve cutting large sheets of vinyl to the correct size and sewing the pieces together into inflatable games for orders outside the FM area.

Employees: Games to Go will retain their current level of fulltime equivalent employees (5 FTEs) and expects to hire two additional employees which meets the minimum job retention requirement for this program.

Property Valuation: The parcel has an assessed land value of \$82,700 and existing building/improvement value of \$0. Existing land and building/improvement value, and any future changes to that value, remains taxable during the duration of property tax exemption. Only the new assessed building/improvement value attributed to this project receives the exemption.

Based on the preliminary plans submitted with the application, the City Assessor has estimated that the new assessed building value for the project will be approximately \$300,000.



City Council Communication

Exemption Term: The term of the exemption is based on the new assessed building value as determined by the City Assessor following building completion. The estimate found in this communication provides an indication of the scope of the project. The new building value and jobs retained and/or created post construction will likely meet the minimum requirements for a 3-year property tax exemption.

Timeline: Construction of the project, if approved, will begin in February 2025, with an estimated completion of July 2025. Whatever construction is completed in 2025 will be assessed January 2, 2026, and become payable in 2027. Therefore, the first year of the proposed exemption would be 2027. In the event that construction is only partially complete on January 2, 2026, the project operator may choose to pay taxes for the partial year and begin the full exemption in 2028.

Zoning: The parcel is located within the "CC: Community Commercial/GO: Gateway Overlay" zoning district. The proposed use is permitted within the zoning district. The final building plans will meet all the requirements of the existing zoning district.

FINANCIAL CONSIDERATIONS:

The maximum total benefit to the applicant for this expansion project is estimated at approximately \$14,400 in property tax exemptions using projected new assessed building value (\$300,000) and current tax rate (1.6%) for a period of three (3) years.

Voting Requirements: 3/4 of Council (6)

Submitted By:

Dan Mahli, City Manager
Derrick LaPoint, President/CEO, Downtown Moorhead Inc.
Amy Thorpe, Economic Development Program Administrator

Attachments: General Location Map
Site Plan, Building Floor Plan, and Building Elevation
Draft Resolution

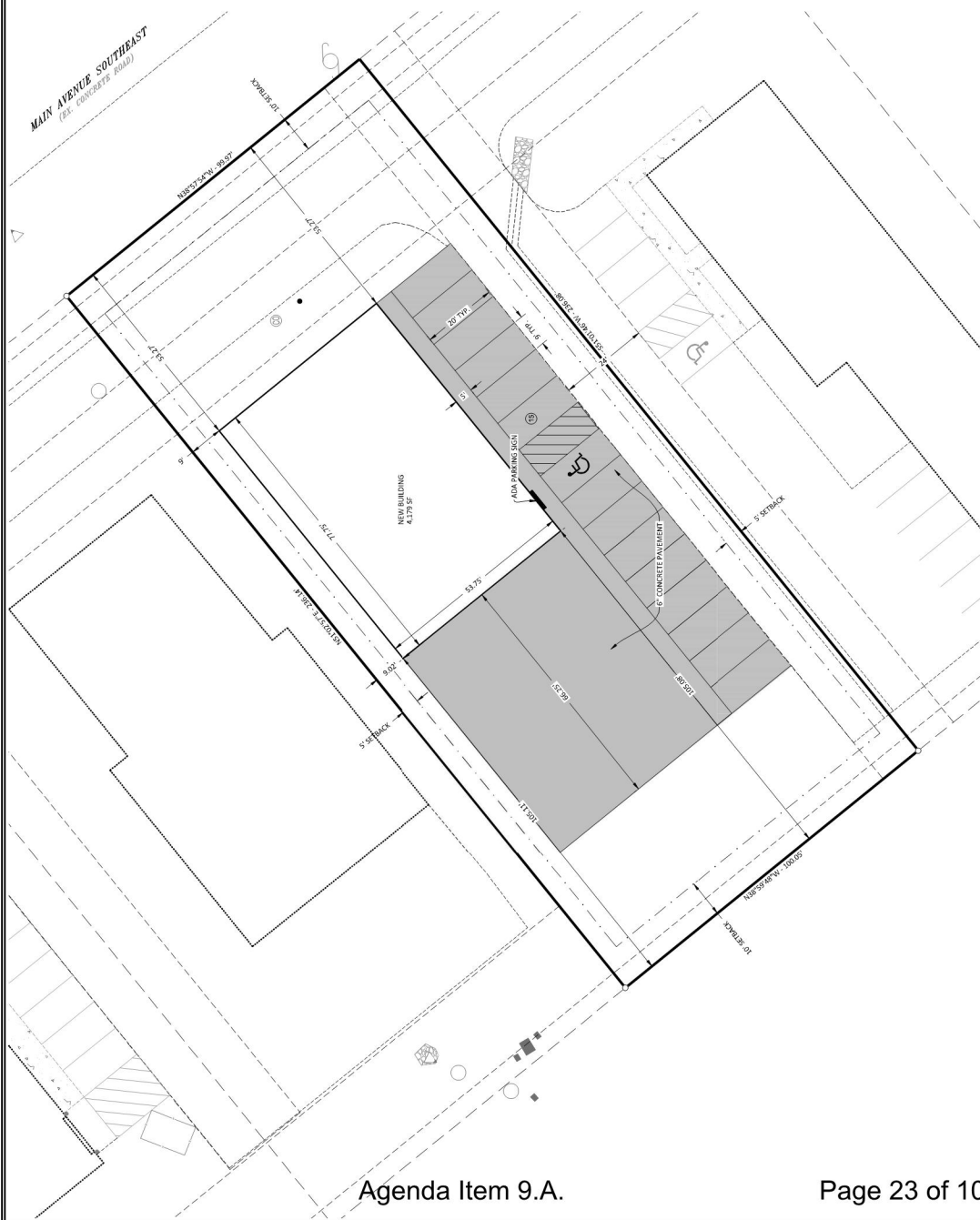


GENERAL LOCATION MAP

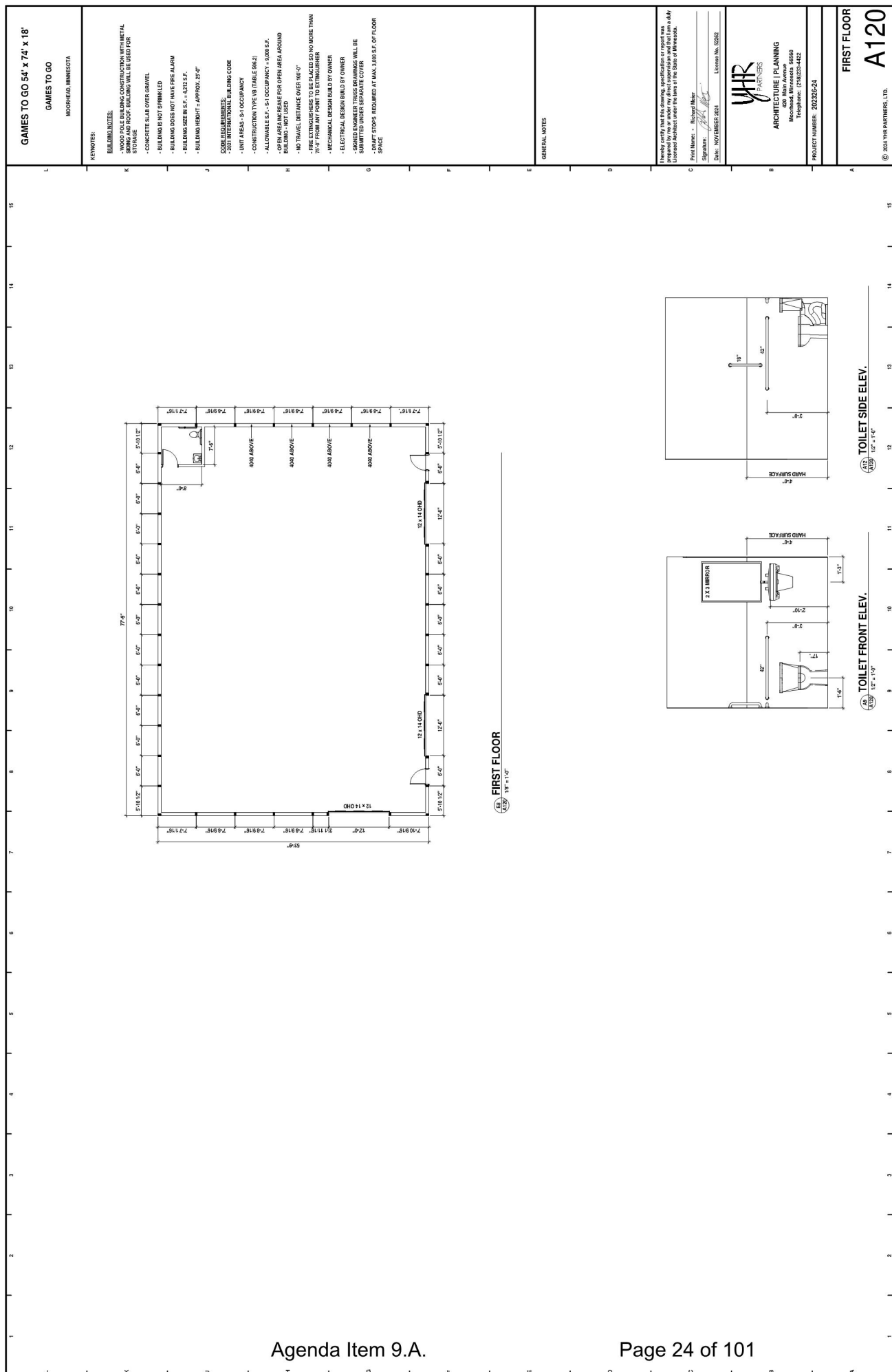
Fun & Games LLC - d/b/a Games to Go
Address: 1625 Main Ave SE
Property ID: 58.752.0020

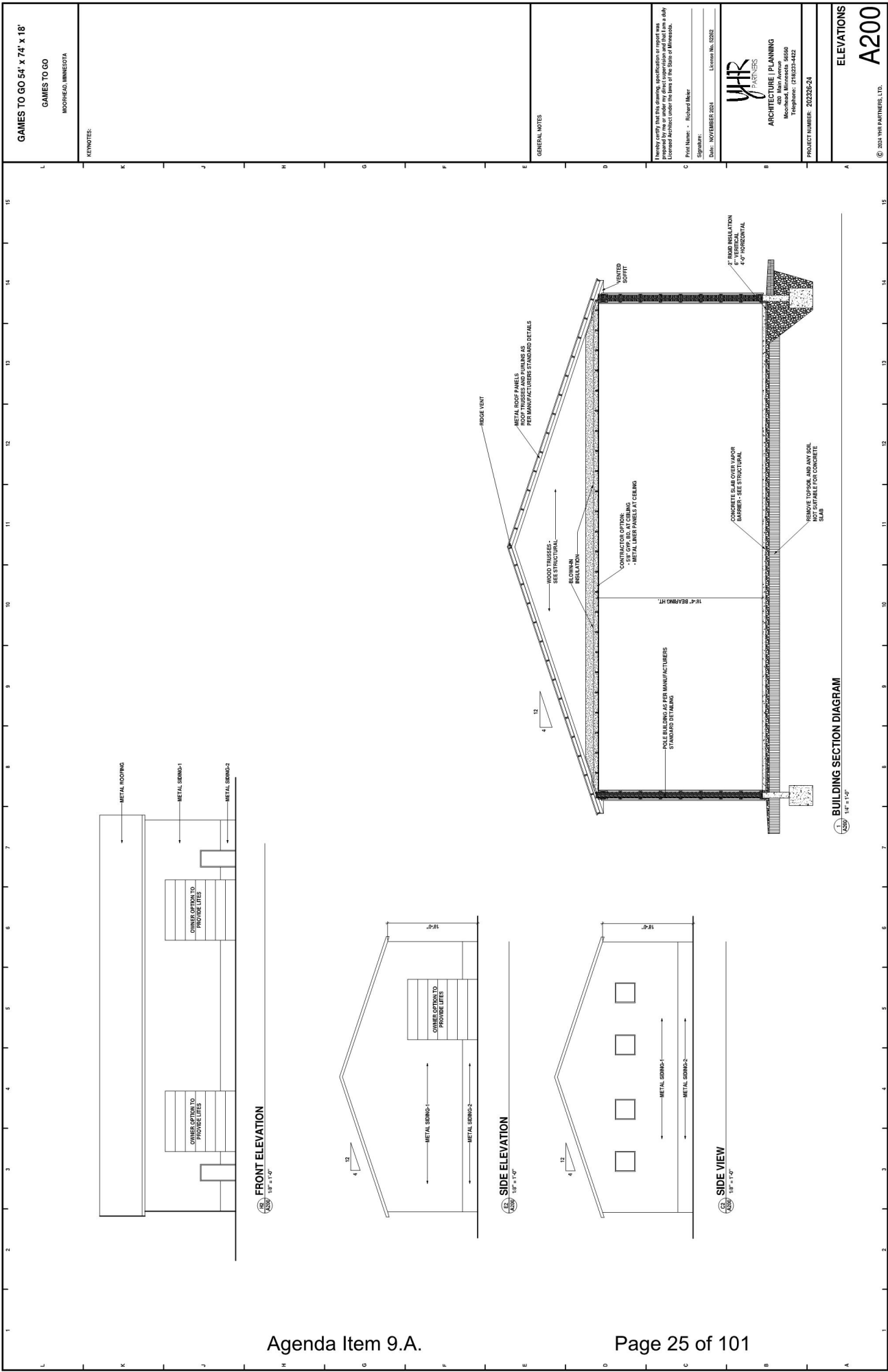


- BUILDING FOOTPRINT REVISED
- LAYOUT REVISED
- SITE QUANTITIES REVISED



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RESOLUTION

Resolution to Approve a Property Tax Exemption for Fun & Games LLC to construct a Project located at 1625 Main Ave (58.752.0020)

WHEREAS, Fun & Games LLC, doing business as Games to Go, desires to expand their business and construct a second building located at 1625 Main Ave SE (58.752.0020); and

WHEREAS, the City of Moorhead, pursuant to Minnesota Statute Chapter 469.1732, Subdivision 1, has authority to grant a partial or complete exemption from property taxation of all buildings, structures, fixtures, and improvements used in or necessary to a qualifying business; and

WHEREAS, the City of Moorhead has received a completed application form filed in accordance with applicable City procedures, policy, and guidelines from Barry Bach on behalf of Fun & Games LLC requesting the following tax incentives: exemption from property taxation; and

WHEREAS, the application form filed with the City and all associated documentation are complete and have been reviewed and evaluated by City staff; and

WHEREAS, proper notice to competitors pursuant to Minnesota Statute Chapter 469.1734, Subdivision 7, was published twice in the City's official newspaper on October 31, 2024, and November 7, 2024, respectively; and

WHEREAS, Fun & Games LLC, doing business as Games to Go, is a qualifying business as defined in Minnesota Statute 469.1734; and

WHEREAS, granting the requested tax incentive is in the best interest of the City of Moorhead to enhance the property tax base and create new jobs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead that:

1. The City Council of the City of Moorhead hereby finds that granting an exemption from property taxation to Fun & Games LLC is necessary to enable the business to expand services in the City of Moorhead and is in the best interest of the City of Moorhead.
2. The City Council of the City of Moorhead hereby grants the tax incentives contained here subject to the terms and conditions in this resolution, the corresponding Tax Incentive Agreement, and the Laws of Minnesota.
3. The City of Moorhead hereby approves the application and grants Fun & Games LLC an exemption from property taxation of new building value according to the following schedule:

New Building Taxable Value	Full Time Equivalent (FTE) Jobs Minimum Created or Retained	Term of Exemption
\$250,000-1,249,999	1-2	3 years
\$1,250,000+	3+	5 years

The new building value will fall within the above chart and the exemption is approved for the category in which it falls. Based on an estimated \$300,000 new assessed building value, the exemption would be for a period of 3 years.

4. The Mayor and City Manager are hereby authorized and directed to execute the Tax Incentive Agreement on file by and between the City of Moorhead and Fun & Games LLC.

The City Clerk is hereby authorized and directed to certify this grant of exemption from property taxation to the City Assessor and County Assessor contingent upon Fun & Games LLC and the City executing the Tax Incentive Agreement

PASSED: November 25, 2024 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

November 25, 2024

SUBJECT:

Public Hearing for an Ordinance Granting a Fiber Optic Franchise to Ubiquity LLC

RECOMMENDATION:

The Mayor and City Council are asked to conduct a Public Hearing and consider approval of an ordinance granting a non-exclusive Fiber Optic Franchise to Ubiquity, LLC to install, maintain, operate and control a fiber optic infrastructure network in the city public right-of-way for the purpose of offering communications services, including broadband internet access service and voice over internet protocol services, but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in the city.

BACKGROUND/KEY POINTS:

Ubiquity LLC has been working with several communities in the area to build a fiber optic network and are seeking to use the public right-of-way for this purpose. The City Charter requires that companies be issued a franchise to conduct this activity in the public right-of-way.

FINANCIAL CONSIDERATIONS:

They are not offering multichannel video programming services, so a franchise fee cannot be required, however, the City's permitting fees for the use of the right-of-way will be paid to compensate for the impact on the right-of-way and the costs the City incurs.

Voting Requirements: Majority of Council

Submitted By:

Dan Mahli, City Manager

Mike Rietz, Assistant City Manager

Attachments:

ORDINANCE 2024-13

AN ORDINANCE TO CREATE AND ENACT CHAPTER 16 OF TITLE I OF THE MOORHEAD MUNICIPAL CODE RELATING TO UBIQUITY, A NEBRASKA LIMITED LIABILITY COMPANY, FIBER OPTIC FRANCHISE

BE IT ORDAINED by the City Council of the City of Moorhead, as follows:

SECTION 1. Chapter 16 of Title 1 of the Moorhead Municipal Code is hereby created and enacted to read as follows:

CHAPTER 16

REGULATION OF FIBER OPTIC FRANCHISE

Sections:

- 1-16-1. REGULATION OF NON-EXCLUSIVE FIBER OPTIC FRANCHISE.**
- 1-16-2. SHORT TITLE.**
- 1-16-3. DEFINITIONS.**
- 1-16-4. ADOPTION OF FRANCHISE.**
- 1-16-5. PERMISSION TO USE AND OCCUPY.**
- 1-16-6. FRANCHISEE'S OBLIGATIONS.**
- 1-16-7. CITY'S OBLIGATIONS.**
- 1-16-8. COSTS TO BE PAID BY FRANCHISEE.**
- 1-16-9. CONTRACTORS AND SUBCONTRACTORS.**
- 1-16-10. DEFENSE AND INDEMNITY.**
- 1-16-11. LIMITATIONS OF LIABILITY.**
- 1-16-12. PERFORMANCE BOND.**
- 1-16-13. INSURANCE.**
- 1-16-14. TERM.**
- 1-16-15. TERMINATION.**
- 1-16-16. ASSIGNMENT.**
- 1-16-17. NOTICE.**
- 1-16-18. GENERAL PROVISIONS.**
- 1-16-19. APPROVAL.**
- 1-16-20. NON-DISCRIMINATION.**
- 1-16-21. HOME RULE CHARTER.**
- 1-16-22. RESERVATION OF RIGHTS.**
- 1-16-23. SEVERABILITY.**

1-16-1 : REGULATION OF NON-EXCLUSIVE FIBER OPTIC FRANCHISE:

Ubiquity, a Nebraska limited liability company, its successors and assigns, is hereby granted a nonexclusive franchise to install, maintain, operate, and control a fiber optic infrastructure network in the city public row for the purpose of offering communications services including broadband

internet access service and voice over internet protocol services, but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in the city.

1-16-2 : SHORT TITLE:

This chapter will be known and cited as the *CITY OF MOORHEAD FIBER OPTIC FRANCHISE ORDINANCE*, hereinafter referred to as this “chapter.”

1-16-3 : DEFINITIONS:

For the purpose of this chapter, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined will be given their common and ordinary meanings.

AGREEMENT: The non-exclusive public franchise agreement by and between the city and franchisee dated _____, 2025.

BROADBAND INTERNET SERVICE: Broadband internet access service as defined in 47 C.F.R. § 8.1(b).

CITY: The city of Moorhead, county of Clay, state of Minnesota.

CITY OF MOORHEAD RIGHT-OF-WAY DETAILS AND STANDARDS: As defined in the agreement, as amended from time to time.

CUSTOMERS: Residents and businesses in the city.

FIBER OPTICS: a technology that transmits data, images, and voice over long distances by using light pulses to travel through glass or plastic fibers. Fiber optic cables have several advantages over copper cables, including higher bandwidth and transmit speeds. Fiber optic networks are also more stable and less likely to overload, making them faster for downloading and streaming.

FRANCHISE: permission granted by the city to franchisee to use and occupy the city public row for the limited purpose of performing the work.

FRANCHISEE: Ubiquity, a Nebraska limited liability company, its successors and assigns.

NETWORK: a fiber optic infrastructure network of equipment and facilities.

NETWORK FACILITIES: aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar equipment and/or facilities.

PERSON: any individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority, or other entity of any nature whatsoever.

PUBLIC ROW: land owned by the city for park, open space, or similar purpose, which is held for use in common by the public and the use of which the city has jurisdiction over, as more fully set forth in the agreement.

SERVICES: Communications services, including broadband internet services and voice over internet protocol services, but excluding multichannel video programming services that would be subject to a video services franchise.

WORK: The franchisee constructing, installing, repairing, maintaining, operating, and if necessary removing the network and the related network facilities in the city public row.

1-16-4 : ADOPTION OF FRANCHISE:

A. Effective Date; Written Acceptance: A separate franchise agreement may become effective from and after passage of this chapter, its acceptance by franchisee, and its publication as required by law. The city, by council resolution, may revoke the agreement if franchisee does not file a written acceptance with the city clerk within ninety (90) days after publication.

B. Publication Expense: The expense of publication of this chapter will be paid by the city and the city will be reimbursed by franchisee.

C. Dispute Resolution: If either party asserts that the other party is in default in the performance of any obligation of a franchise agreement or in violation of the chapter, the complaining party shall notify the other party of the default and the desired remedy. The notification must be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (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.

1-16-5 : PERMISSION TO USE AND OCCUPY:

A. Permission to Use and Occupy City Public ROW: The city grants franchisee permission to use and occupy the city public row as set forth in the agreement and on file with the city and as expanded from time to time by this city to (the “Franchise”) for the limited purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the network and the related network facilities (the “work”). The franchise does not authorize franchisee to use any property other than the city public row. Franchisee’s use of any city owned property, including any and all above ground infrastructure, *inter alia*, consisting of poles and conduits, will be governed under a separate agreement regarding that use and the city retains the exclusive right to deny the use of the city’s above ground infrastructure for any reason. In accordance with the city’s

standards for work within city row, technical details governing franchisee's use and occupancy of the city public row to perform the work are set forth in the agreement. These details and standards are subject to periodic change.

B. Subject to Federal, State, and Local Law: The franchise is subject to city's valid authority under federal, state, and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this chapter. In the event of a material conflict between the terms of local law and the applicable provisions of the agreement, the applicable provisions of the agreement will prevail.

C. Subject to City's Right to Use City Public ROW: The franchise is subject and subordinate to city's prior and continuing right to use the city public row, including constructing, installing, operating, maintaining, repairing, or removing streets, roads, causeways, bridges, sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and any and all other public utility and municipal uses.

D. Subject to Pre-Existing Property Interests: City's grant of the franchise is non-exclusive and subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, superior claims of title or other property interests that may affect the city public row, in addition to those uses permitted by the revised ordinances of the city. Franchisee will obtain at its own cost and expense any required permission or rights as may be necessary to accommodate such pre-existing property interests, so long as such pre-existing interests do not contravene state or federal law.

E. No Grant of Property Interest: The franchise does not grant or convey any property interest.

F. Non-Exclusive: The franchise is not exclusive. City expressly reserves the right to grant permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("person"), as well as the right in its own name as a city, to use public row for similar or different purposes allowed franchisee under this chapter.

1-16-6 : FRANCHISEE'S OBLIGATIONS:

A. Individual Permits Required: Subject to the requirements as described in the agreement, as amended from time to time, franchisee will obtain city's approval of required individual encroachment, construction, excavation, and other necessary permits before placing its network facilities in the city public row or other property of city as authorized. Franchisee will pay for all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by city. The "City of Moorhead Right-of-Way Details and Standards" attached to the agreement is routinely updated and posted on the city's website; therefore, the latest version posted on the city's website shall always govern.

B. Franchisee's Sole Cost and Expense: Franchisee will perform the work at its sole cost and expense, or with any local, state, or federal grants, and other funding that may become available to franchisee.

A. Compliance with Laws: Franchisee will comply with all applicable laws and regulations when performing the work. franchisee will place its network facilities in conformance with the required permits, plans, and drawings approved by city.

B. Reasonable Care: Franchisee will exercise reasonable care when performing the work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

C. No Nuisance: Franchisee will maintain its network facilities in good and safe condition.

D. Repair: Franchisee will promptly repair any damage to the city public row, city property, or private property if such damage is directly caused by franchisee's work and no other person is responsible for the damage (e.g., where a person other than franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. franchisee's obligation under this will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

E. As-Built Drawings, Maps, and GIS Data: Franchisee will maintain accurate as-built drawings, maps, and Geographic Information System (GIS) data of its network facilities located in the city public row. Franchisee will provide these to the city upon reasonable request and on a mutually agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the work is complete), subject to applicable confidentiality protections.

F. Network Design: Nothing in this chapter requires franchisee to build to all areas of city, and franchisee retains the discretion to determine the scope, location, and timing of the design and construction of the network facilities.

1-16-7 : CITY'S OBLIGATIONS:

Notwithstanding city's obligation as outlined in this section, franchisee's use of city public row or city property shall be conducted in a manner consistent with lawful and applicable public easement rights.

A. Emergency Removal or Relocation by City: In the event of a public emergency that creates an imminent threat to the health, safety, or property of city or its residents, city and/or other public utilities may remove or relocate the applicable portions of the network facilities without prior notice to franchisee. City and any affected public utility will, however, make best efforts to provide prior notice to franchisee before making an emergency removal or relocation. In any event, city and any other public utility benefiting from this provision will promptly provide franchisee a written description of any emergency removals or relocations of franchisee's network facilities. Franchisee will reimburse city and any affected public utility for its actual, reasonable, and documented costs or expenses incurred for any such emergency work, the direct cause of which was franchisee's construction, installation, operation, maintenance, repair, or removal of its network facilities. Franchisee's obligation to reimburse city and any affected public utility under this section will be separate from franchisee's obligation to reimburse city for any other reasonable expense city may incur.

G. Relocation to Accommodate Governmental Purposes: Franchise shall be subject to and shall comply with Title 8 Chapter 4, Right of Way Management, of the Moorhead Municipal Code whenever working within city public row. If franchisee's then-existing network facilities would interfere with planned use of the city public row or city property of the city of Moorhead, the state of Minnesota, or any other political subdivision (as defined by the IRS) for any governmental purpose as reasonably determined by the city, franchisee will, upon written notice from any of the foregoing entities, relocate its network facilities at franchisee's own expense to such other location or locations in the city public row as may be mutually agreed by the parties, taking into account the needs of the governmental purpose. Franchisee will relocate its network facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances.

H. Relocation to Accommodate Non-Governmental Purposes: If franchisee's then-existing network facilities would interfere with a third-party's use of the city public row, franchisee will not be required to relocate its network facilities unless the city reasonably determines in writing to franchisee, that a failure to relocate network facilities will result in a significant and material detriment or financial loss to the citizens of the city of Moorhead. In that event, franchisee may be entitled to reimbursement for reasonable costs and expenses incurred in relation to the relocation of its network facilities as between the franchisee and the third party. If there is a dispute between franchisee and the affected third party, city will attempt to mediate the dispute between the parties so as to avoid or mitigate unreasonable delays.

I. Post-Removal Restoration of City Public ROW: When removal or relocation is required under this chapter, franchisee will, after the removal or relocation of the network facilities, at its own cost, repair and return the city public row in which the facilities were located to the same or similar conditions existing prior to the franchisee's construction, and shall comply with Title 8 Chapter 4, Right of Way Management, of the Moorhead Municipal Code.

1-16-8 : COSTS TO BE PAID BY FRANCHISEE:

A. Franchisee shall pay the city the following costs: inspection, relocation and facility location costs, all barricading, traffic detour or warning signing or flagging not actually performed by franchisee, and for all other actual and reasonable direct expenses actually incurred by city in regulating franchisee's use and occupancy of city public row granted in this chapter. All direct costs assessed by the city to franchisee will be consistent with applicable law.

B. In the event of a change in applicable law that permits city to impose and collect a franchise fee from franchisee pursuant to this chapter, city shall provide written notice to franchisee of its intent to exercise its franchise fee rights. The parties shall cooperate and negotiate in good faith to amend this chapter and the agreement.

1-16-9 : CONTRACTORS AND SUBCONTRACTORS:

A. Use of Contractors and Subcontractors: Franchisee may retain contractors and subcontractors to perform the work on franchisee's behalf.

J. Contractors to be Franchised: Franchisee's contractors and subcontractors used for the work will be properly franchised under applicable law.

K. Authorized Individuals: Franchisee's contractors and subcontractors may submit individual permit applications to city on franchisee's behalf, so long as the permit applications are signed by individuals that franchisee has authorized to act on its behalf via a letter of authorization provided to city in the form attached to the agreement ("Authorized Individuals"). City will accept permit applications under this chapter submitted and signed by authorized individuals, and will treat those applications as if they had been submitted by franchisee under this chapter.

1-16-10 : DEFENSE AND INDEMNITY:

A. Obligations: Commencing on the effective date of this chapter, Franchisee shall defend, indemnify, and hold harmless the city, and its officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, architects, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to any and all claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by any negligent act or omission of franchisee, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable, and including all costs, expenses, and fees incurred by the city in establishing and litigating the existence, scope, or any other matters relating to franchisee's obligations to defend, indemnify, and hold harmless. Franchisee's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Franchisee's duties to defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in the agreement, and anything in excess of any of franchisee's insurance policy limits. Franchisee's obligations to defend, indemnify, and hold harmless will continue for a period of not less than six (6) years following the date of completion of the work or any termination or expiration of this chapter or termination of the agreement, whichever date occurs last.

The indemnified party shall provide notice to franchisee's after obtaining knowledge of any claim that it may have pursuant to this Section 1-16-10. In the event the indemnified party pursues a claim pursuant to this Section 1-16-10, the indemnified party will also provide relevant information and assistance to franchisee.

B. Exclusions: Section 1-16-10 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by city's employee and covered under applicable workers' compensation laws.

1-16-2 : LIMITATION OF LIABILITY:

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

1-16-3 : PERFORMANCE BOND:

Franchisee will provide city with a performance bond in the amount as set forth in the terms and conditions of the permit for work within the public row.

1-16-4 : INSURANCE:

Franchisee will carry and maintain liability insurance in the amounts and in accordance with the terms set forth in the permit for work within the public row.

1-16-5 : TERM:

The agreement is effective on the date the last party to sign executes the agreement (“effective date”). The agreement will expire automatically on the fifth (5th) anniversary of the effective date (“original term”) unless earlier terminated in accordance with the provisions herein. Thereafter, the agreement will automatically renew for successive five (5) year terms (each a “renewal term”) unless a party provides at least ninety (90) days’ prior written notice to the other party of its intent not to renew.

1-16-6 : TERMINATION:

A. Termination by City: City may terminate the agreement if franchisee is in material breach of the agreement, provided that city must first provide franchisee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. no termination under this paragraph will be effective until the relevant cure period has expired.

B. Termination by Franchisee: Franchisee may terminate the agreement for convenience upon one hundred eighty (180) days’ written notice to city.

1-16-7 : ASSIGNMENT:

Except as set forth below, neither party may assign or transfer its rights or obligations under the agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

A. Notwithstanding the foregoing, franchisee may at any time, on written notice to city, assign the agreement or any or all of its rights and obligations under the agreement:

1. to any affiliate (as defined below) of franchisee;
2. to any successor in interest of franchisee's business operations in city in connection with any merger, acquisition, or similar transaction if franchisee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of the agreement; or
3. to any purchaser of all or substantially all of franchisee's network facilities in city if franchisee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of the agreement.

C. Following any assignment of the agreement to an affiliate, franchisee will not remain responsible for such affiliate's performance under the terms of the agreement. For purposes of this section, (a) "Affiliate" means any person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with franchisee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other person, fifty percent (50%) or more ownership interest in said person, or the power to direct the management of such person.

1-16-17 : NOTICE:

All notices related to this chapter will be in writing and sent, if to franchisee to the email addresses set forth below, and if to city, to the city of Moorhead, Attn: City Manager, P.O. Box 779, Moorhead, MN 56561-0779, with a copy to the City Attorney at Ohnstad Twichell, P.C., P.O. Box 458, West Fargo, ND 58078-0458. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

1-16-18 : GENERAL PROVISIONS:

The agreement is governed by the laws of the state of Minnesota and any dispute arising hereunder shall be venued in Clay County, Minnesota. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. The agreement, including any exhibits thereto, sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. The agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms, including, but not limited to, amendments or modifications, must be in writing and signed by the parties. The parties may execute the agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to the agreement agrees that franchisee may use electronic signatures.

1-16-8 : APPROVAL:

The agreement shall not be effective until the execution of the agreement by the city has been approved by resolution of its city council.

1-16-9 : NON-DISCRIMINATION:

Franchisee will comply (and similarly require compliance by contractors from time to time used or hired to plan, construct or maintain network facilities pursuant to the agreement) with applicable federal, state, and local laws with respect to prohibitions against discrimination on the basis of race, color sex, age, disability, political or religious opinions, affiliations or national origin.

1-16-10 : HOME RULE CHARTER:

Except as permitted under Minnesota law, no elected official or officer or employee of the city shall have a financial interest, direct or indirect, in any city contract. Any violation of this section, with the knowledge of the person or corporation entering into said contract with the city as of the effective date may render said contract voidable by the city council. City recognizes and acknowledges that ownership of less than controlling shares of stock of franchisee's direct parent by an elected officer/employee of the city does not render the agreement void or voidable.

1-16-11 : RESERVATION OF RIGHTS:

The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of the agreement and further agree that by execution and performance of the agreement, neither party shall be deemed to have waived any such rights.

1-16-12 : SEVERABILITY:

If any part of the agreement is deemed invalid, illegal, or unenforceable, the remainder of the agreement will remain in effect.

SECTION 2. This ordinance shall take effect upon publication in accordance with the Moorhead City Charter.

[Remainder of page intentionally left blank.]

PASSED: November 25, 2024 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk

First Reading: 11/25/12/2024

E-Post:

Second Reading:

Publication:



City Council Communication

November 25, 2024

SUBJECT:

Resolution to Approve Minor Subdivision – 2605 8th St S – Parcel 58.100.0660

RECOMMENDATION:

The Mayor and City Council are asked to consider a resolution to approve a minor subdivision of 2605 8th St S, Parcel 58.100.0660.

BACKGROUND/KEY POINTS:

South Moorhead Associates, LLP has requested to subdivide the above parcel to accommodate two additional buildable lots and to separate the Courts & Pints (former Family Fare) building from the rest of the development. The proposal is consistent with Title 11, Chapter 3 of the Moorhead City Code.

FINANCIAL CONSIDERATIONS:

Not Applicable

Voting Requirements: Majority of Council

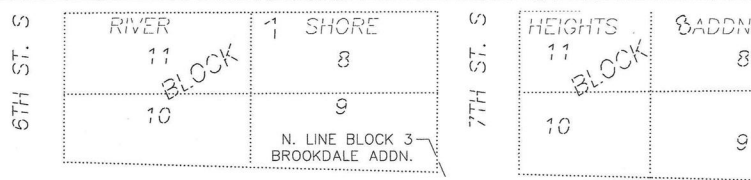
Submitted By:

Dan Mahli, City Manager
Robin Huston, City Planner / Zoning Administrator
Brittany Cameron, Assistant City Planner

Attachments: General Location Map
Minor Subdivision Plan
Draft Resolution

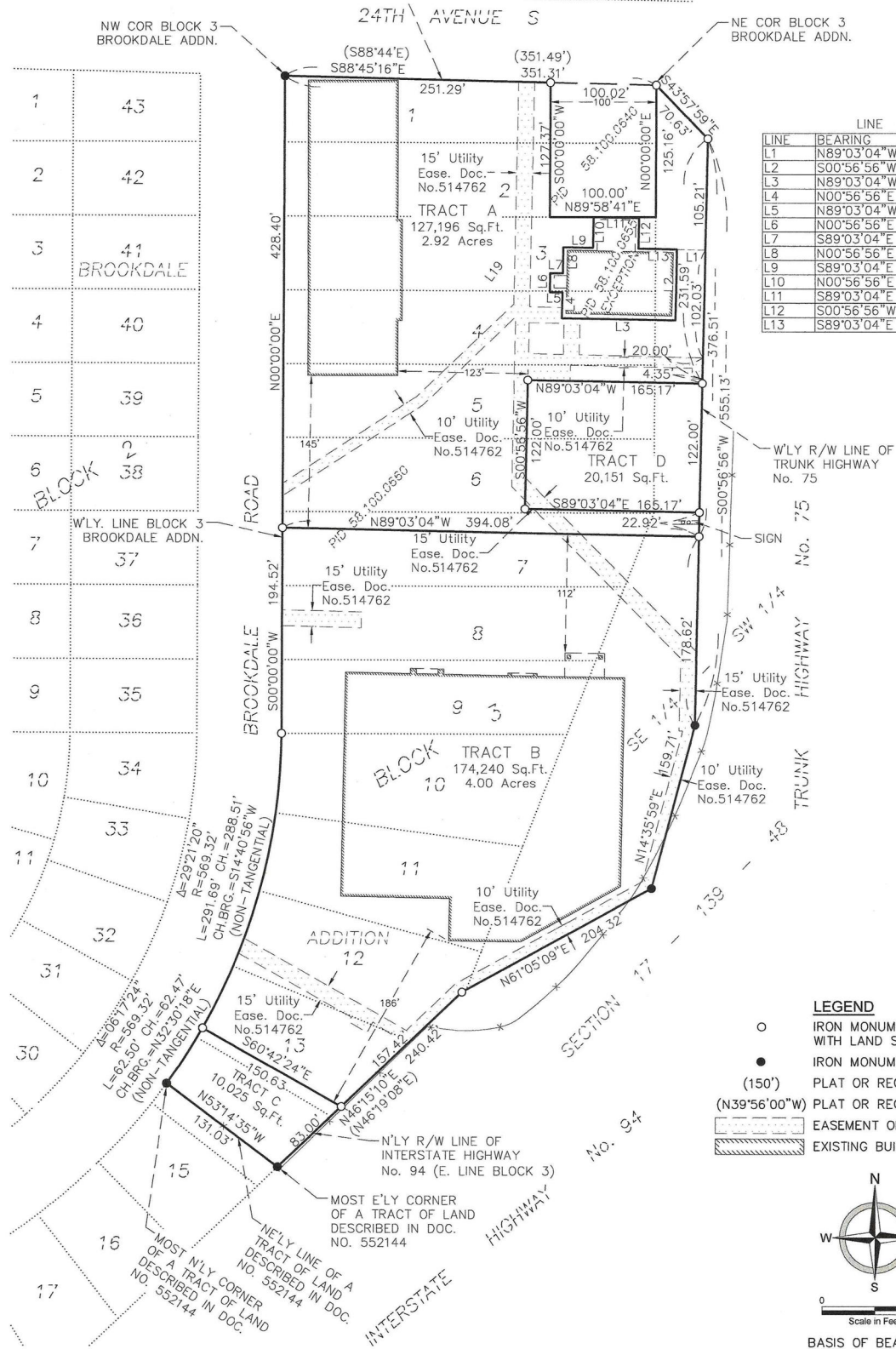


Request for
Minor Subdivision



CERTIFICATE OF SURVEY

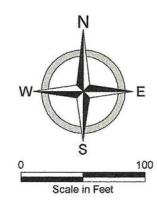
PART OF BLOCK 3, BROOKDALE ADDITION
AND A PART OF THE SE1/4 - SW 1/4
OF SECTION 17-139-48
CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°03'04"W	27.00'
L2	S00°56'56"W	67.34'
L3	N89°03'04"W	107.33'
L4	N00°56'56"E	24.67'
L5	N89°03'04"W	12.00'
L6	N00°56'56"E	18.00'
L7	S89°03'04"E	12.00'
L8	N00°56'56"E	24.67'
L9	S89°03'04"E	28.00'
L10	N00°56'56"E	29.00'
L11	S89°03'04"E	43.00'
L12	S00°56'56"W	29.00'
L13	S89°03'04"E	36.33'

- LEGEND**
- IRON MONUMENT SET AND MARKED WITH LAND SURVEYOR NO. 43807
 - IRON MONUMENT FOUND
 - (150') PLAT OR RECORD DISTANCE
 - (N39°56'00"W) PLAT OR RECORD BEARING
 - EASEMENT OF RECORD
 - ▨ EXISTING BUILDING



BASIS OF BEARINGS:
THE NORTH LINE OF BLOCK 3
BROOKDALE ADDITION HAS AN
ASSIGNED BEARING OF S88°45'16"E

CERTIFICATION
I hereby certify that this survey, specification, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Christopher D. Heyer
Christopher D. Heyer, Minnesota License No. 43807
Date signed: November 19, 2021

SOUTH MOORHEAD ASSOCIATES, L.L.P.
800 HOLIDAY DRIVE SUITE 250
MOORHEAD, MN 56560
SHE 2605 8TH ST S.

PROJECT No. 23774
DATE: 06.18.24
REVISED: -
DRAWN BY: LFB
CHECKED BY: CDH



RESOLUTION

Resolution to Approve Minor Subdivision – 2605 8th St S – Parcel 58.100.0660

WHEREAS, South Moorhead Associates, LLP has requested a minor subdivision of property at 2605 8th St S, Parcel 58.100.0660, legally described as:

TRACT A

That part of Lots 1 through 7, inclusive, in Block 3, BROOKDALE ADDITION, said plat is on file and of record in the office of the Recorder, and that part of the Southeast Quarter of the Southwest Quarter of Section 17, Township 139 North, Range 48 West of the Fifth Principal Meridian in Clay County, Minnesota, described as follows:

Beginning at an iron monument which designates the northeast corner of said Block 3, from which the north line of said Block 3 bears North 88 degrees 45 minutes 16 seconds West on a record bearing, said point also being on the westerly right of way line of Minnesota Trunk Highway No. 75; thence South 43 degrees 57 minutes 59 seconds East along said westerly right of way line for a distance of 70.63 feet to an iron monument; thence South 00 degrees 56 minutes 56 seconds West continuing along said westerly right of way line 231.59 feet to an iron monument; thence North 89 degrees 03 minutes 04 seconds West for a distance of 165.17 feet to an iron monument; thence South 00 degrees 56 minutes 56 seconds West for a distance of 122.00 feet to an iron monument; thence South 89 degrees 03 minutes 04 seconds East for a distance of 165.17 feet to an iron monument on said westerly right of way line; thence South 00 degrees 56 minutes 56 seconds West along said westerly right of way line for a distance of 22.92 feet to an iron monument; thence North 89 degrees 03 minutes 04 seconds West for a distance of 394.08 feet to an iron monument on the westerly line of said Block 3; thence North 00 degrees 00 minutes 00 seconds East along the westerly line of said Block 3 for a distance of 428.40 feet to a found iron monument at the northwest corner of said Block 3; thence South 88 degrees 45 minutes 16 seconds East along the north line of said Block 3 for a distance of 251.29 feet to an iron monument; thence South 00 degrees 00 minutes 00 seconds West for a distance of 127.37 feet; thence North 89 degrees 58 minutes 41 seconds East for a distance of 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East for a distance of 125.16 feet to the point of beginning.

EXCEPTING THEREFROM a portion of Lot 3 and that part of Lot 4, said Block 3, and a portion of said Southeast Quarter of the Southwest Quarter described as follows:

Commencing at an iron monument at the northeast corner of Lot 1, Block 3, said BROOKDALE ADDITION; thence South 43 degrees 57 minutes 59 seconds East, along the westerly right of way line of Minnesota Trunk Highway Number 75 a distance of 70.63 feet; thence South 00 degrees 56 minutes 56 seconds West 105.21 feet along said right of way line; thence North 89 degrees 03 minutes 04 seconds West 27.00 feet to the point of beginning of the tract to be described; thence South 00 degrees 56 minutes 56 seconds West 67.34 feet; thence North 89 degrees 03 minutes 04 seconds West 107.33 feet; thence North 00 degrees 56 minutes 56 seconds East 24.67 feet; thence North 89 degrees 03 minutes 04 seconds West 12.00 feet; thence North 00 degrees 56 minutes 56 seconds East 18.00 feet; thence South 89 degrees 03 minutes 04 seconds East 12.00 feet; thence North 00 degrees 56 minutes 56 seconds East 24.67 feet; thence South 89 degrees 03 minutes 04 seconds East 28.00 feet; thence North 00 degrees 56 minutes 56 seconds East 29.00 feet; thence South 89 degrees 03 minutes 04 seconds East 43.00 feet; thence South 00 degrees 56 minutes 56 seconds West 29.00 feet; thence South 89 degrees 03 minutes 04 seconds East 36.33 feet to the point of beginning. The above described tract contains 2.92 acres.

TOGETHER WITH AND SUBJECT TO, all rights and obligations set forth and described in the Cross-Easement and Maintenance Agreement recorded in the Office of the Recorder for Clay County, Minnesota on August 21, 1998 as Document 514762 as amended by the Amendment recorded in the Office of the Recorder for Clay County, Minnesota on November 28, 2011 as Document 702342. AND FURTHER SUBJECT TO easements, restrictions and reservations of record, if any.

TRACT B

That part of Lot 7, all of Lots 8 through 12, inclusive and that part of Lot 13, all in Block 3, BROOKDALE ADDITION, said plat is on file and of record in the office of the Recorder, and that part of the Southeast Quarter of the Southwest Quarter of Section 17, Township 139 North, Range 48 West of the Fifth Principal Meridian in Clay County, Minnesota, described as follows:

Commencing at an iron monument which designates the northeast corner of said Block 3, from which the north line of said Block 3 bears North 88 degrees 45 minutes 16 seconds West on a record bearing, said point also being on the westerly right of way line of Minnesota Trunk Highway No. 75; thence South 43 degrees 57 minutes 59 seconds East along said westerly right of way line for a distance of 70.63 feet to an iron monument; thence South 00 degrees 56 minutes 56 seconds West continuing along said westerly right of way line for a distance of 376.51 feet to an iron monument, said point is the point of beginning; thence North 89 degrees 03 minutes 04 seconds West for a distance of 394.08 feet to an iron monument on the westerly line of said Block 3; thence South 00 degrees 00 minutes 00 seconds West along the westerly line of said Block 3 for a distance of 194.52 feet to an iron monument; thence southerly, continuing along the westerly line of said Block 3 on a non-tangential curve concave to the west, having a central angle of 29 degrees 21 minutes 20 seconds, and a radius of 569.32 feet, for an arc distance of 291.69 feet (chord bearing South 14 degrees 40 minutes 56 seconds West) to an iron monument; thence South 60 degrees 42 minutes 24 seconds East for a distance of 150.63 feet to an iron monument on the easterly line of said Block 3, also being the northerly right of way line of Interstate Highway No. 94; thence North 46 degrees 15 minutes 10 seconds East along said easterly line and northerly right of way line for a distance of 157.42 feet to an iron monument; thence North 61 degrees 05 minutes 09 seconds East continuing along said northerly right of way line for a distance of 204.32 feet to a found iron monument; thence North 14 degrees 35 minutes 59 seconds East along said northerly right of way line and along the westerly right of way line of said Minnesota Trunk Highway No. 75 for a distance of 159.71 feet to an found iron monument; thence North 00 degrees 56 minutes 56 seconds East along said westerly right of way line for a distance of 178.62 feet to the point of beginning. The above described tract contains 4.00 acres.

TOGETHER WITH AND SUBJECT TO, all rights and obligations set forth and described in the Cross-Easement and Maintenance Agreement recorded in the Office of the Recorder for Clay County, Minnesota on August 21, 1998 as Document 514762 as amended by the Amendment recorded in the Office of the Recorder for Clay County, Minnesota on November 28, 2011 as Document 702342. AND FURTHER SUBJECT TO easements, restrictions and reservations of record, if any.

TRACT C

That part of Lot 13 and that part of Lot 14, all in Block 3, BROOKDALE ADDITION, said plat is on file and of record in the office of the Recorder in Clay County, Minnesota, described as follows:

Commencing at an iron monument which designates the northeast corner of said Block 3, from which the north line of said Block 3 bears North 88 degrees 45 minutes 16 seconds

West on a record bearing, said point also being on the westerly right of way line of Minnesota Trunk Highway No. 75; thence South 43 degrees 57 minutes 59 seconds East along said westerly right of way line for a distance of 70.63 feet to an iron monument; thence South 00 degrees 56 minutes 56 seconds West continuing along said westerly right of way line for a distance of 376.51 feet to an iron monument; thence North 89 degrees 03 minutes 04 seconds West for a distance of 394.08 feet to an iron monument on the westerly line of said Block 3; thence South 00 degrees 00 minutes 00 seconds West along the westerly line of said Block 3 for a distance of 194.52 feet to an iron monument; thence southerly, continuing along the westerly line of said Block 3 on a non-tangential curve concave to the west, having a central angle of 29 degrees 21 minutes 20 seconds, and a radius of 569.32 feet, for an arc distance of 291.69 feet (chord bearing South 14 degrees 40 minutes 56 seconds West) to an iron monument, said point is the point of beginning; thence South 60 degrees 42 minutes 24 seconds East for a distance of 150.63 feet to an iron monument on the easterly line of said Block 3 also being the northerly right of way line of Interstate Highway No. 94; thence South 46 degrees 15 minutes 10 seconds West along the easterly line of said Block 3 and the northerly right of way line of said Interstate Highway No. 94 for a distance of 83.00 to a found iron monument at the most easterly corner of that certain tract of land described in Document Number 552144, recorded on October 19, 2001 in the office of said Recorder; thence North 53 degrees 14 minutes 35 seconds West along the northeasterly line of said tract of land for a distance of 131.03 feet to a found iron monument at the most northerly corner of said tract of land; thence northeasterly, along the westerly line of said Block 3 on a non-tangential curve concave to the northwest, having a central angle of 06 degrees 17 minutes 24 seconds, and a radius of 569.32 feet, for an arc distance of 62.50 feet (chord bearing North 32 degrees 30 minutes 18 seconds East) to the point of beginning. The above described tract contains 10,025 square feet. SUBJECT TO easements, restrictions and reservations of record, if any.

TRACT D

That part of Lots 5 through 7, inclusive, in Block 3, BROOKDALE ADDITION, said plat is on file and of record in the office of the Recorder, and that part of the Southeast Quarter of the Southwest Quarter of Section 17, Township 139 North, Range 48 West of the Fifth Principal Meridian in Clay County, Minnesota, described as follows:

Commencing at an iron monument which designates the northeast corner of said Block 3, from which the north line of said Block 3 bears North 88 degrees 45 minutes 16 seconds West on a record bearing, said point also being on the westerly right of way line of Minnesota Trunk Highway No. 75; thence South 43 degrees 57 minutes 59 seconds East along said westerly right of way line for a distance of 70.63 feet to an iron monument; thence South 00 degrees 56 minutes 56 seconds West continuing along said westerly right of way line for a distance of 54.24 feet to an iron monument; thence continuing South 00 degrees 56 minutes 56 seconds West along said westerly right of way line for a distance of 177.35 feet to an iron monument, said point is the point of beginning; thence North 89 degrees 03 minutes 04 seconds West for a distance of 165.17 feet to an iron monument; thence South 00 degrees 56 minutes 56 seconds West for a distance of 122.00 feet to an iron monument; thence South 89 degrees 03 minutes 04 seconds East for a distance of 165.17 feet to an iron monument on said westerly right of way line; thence North 00 degrees 56 minutes 56 seconds East along said westerly right of way line for a distance of 122.00 feet to the point of beginning. The above described tract contains 20,151 square feet.

TOGETHER WITH AND SUBJECT TO, all rights and obligations set forth and described in the Cross-Easement and Maintenance Agreement recorded in the Office of the Recorder for Clay County, Minnesota on August 21, 1998 as Document 514762 as amended by the Amendment recorded in the Office of the Recorder for Clay County, Minnesota on November

28, 2011 as Document 702342. AND FURTHER SUBJECT TO easements, restrictions and reservations of record, if any; and

WHEREAS, the City Council of the City of Moorhead finds the minor subdivision consistent with Title 11, Chapter 3 of Moorhead City Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota that the minor subdivision described above is hereby approved contingent upon the following conditions:

1. Applicant to receive all federal, state and local permits.

PASSED: November 25, 2024 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

November 25, 2024

SUBJECT:

Resolution to Approve Agreement with MBA Development Company for Guaranteed Maximum Price on the Matson Field Stadium Project

RECOMMENDATION:

The Mayor and City Council are asked to approve an Agreement with MBA Development Company for a Guaranteed Maximum Price for construction on the Matson Field Stadium Project.

BACKGROUND/KEY POINTS:

The City of Moorhead has been working toward the construction of a new grandstand for the Matson Field Stadium Project. The project includes construction of an elevated concrete grandstand, press box, and backstop netting system. The project design will accommodate future amenities such as restrooms, concessions, and shade structures.

On September 9, 2024 the City Council approved a contract with MBA Development Company for the Construction Manager at Risk Services for the Matson Field Stadium Project. The construction documents and project specifications were completed, and the project was competitively bid. MBA Development Company has reviewed all bids and developed a Guaranteed Maximum Price (GMP) for the construction phase of the project.

Upon acceptance of the GMP, MBA Development will provide construction services including construction administration, schedule monitoring, onsite job superintendent, inspections, and health/safety measures. The project is scheduled to begin construction July 1st 2025 which will minimize impacts to high school and legion baseball seasons. The completion of the stadium is expected to be prior to the spring baseball season in 2026.

The current project funding is \$1,165,600 and has been received from various sources. Donations includes \$325,000 from the Convention and Visitors Bureau Grant, \$250,000 from the American Legion, \$25,000 from the Alex Stern Foundation Grant and \$61,000 from various businesses and members of the community. Other sources include \$504,475 from the American Rescue Plan Act and Capital Improvement funds.

FINANCIAL CONSIDERATIONS:

The current project funding is \$1,165,600 and is from various sources including donations from the Convention and Visitors Bureau, the American Legion, Alex Stern Foundation, and funds from the American Rescue Plan Act. The total project cost is estimated at \$1,395,010 which includes the new scoreboard, design, and other costs. Fundraising for the project will continue through construction. Capital Improvement funds will be utilized for the remaining funding requirements.

The Guaranteed Maximum Price (GMP) contract for construction is \$1,188,735.08.



City Council Communication

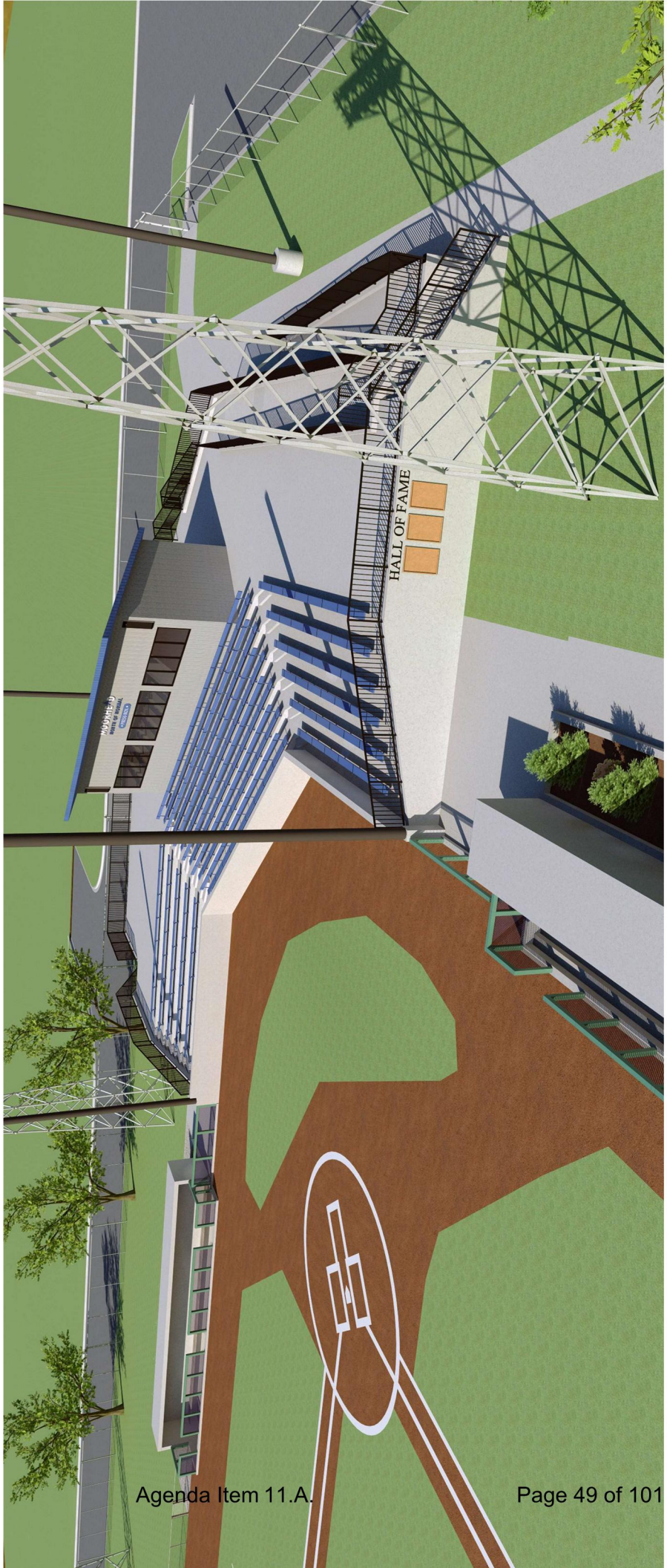
November 25, 2024

Voting Requirements: 3/4 of Council (6)

Submitted By:

Dan Mahli, City Manager
Paul Fiechtner, Public Works Director
Holly Heitkamp, Parks and Recreation Director
Nichole Parr, Administrative Assistant

Attachments: Project Renderings
Draft Resolution







RESOLUTION

Resolution to Approve Agreement with MBA Development Company for Guaranteed Maximum Price on the Matson Field Stadium Project

WHEREAS, the City of Moorhead wishes to pursue construction of a grandstand for the Matson Field Stadium Project; and

WHEREAS, the City of Moorhead has hired MBA Development Company for Construction Manager at Risk (CMAR) services for Matson Field Stadium Project; and

WHEREAS, the project documents were competitively bid on November 5th, 2025; and

WHEREAS, MBA Development Company proposed a Guaranteed Maximum Price amendment to the CMAR contract for construction services totaling \$1,188,735.08; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, the Mayor and City Manager are hereby authorized and directed to execute a Guaranteed Maximum Price (GMP) agreement with MBA Development Company construction services on the Matson Field Stadium Project.

PASSED: November 25, 2024 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

November 25, 2024

SUBJECT:

First Reading of Ordinance 2024-11: An Ordinance relating to Mayor and Council Member Compensation

RECOMMENDATION:

Approve the first reading of Ordinance 2024-11, An ordinance amending section 1-5-2 of the Moorhead City Code related to compensation for the Mayor and members of the City Council for 2025 and 2026.

BACKGROUND/KEY POINTS:

This ordinance approves a 3% salary increase in both 2025 and 2026.

FINANCIAL CONSIDERATIONS:

Passage of this ordinance will result in a 3% increase in Mayor and City Council salaries in 2025 and 2026.

Voting Requirements: Majority of Council

Submitted By:

Dan Mahli, City Manager

Mike Rietz, Assistant City Manager

Attachments:

ORDINANCE 2024-11

AN ORDINANCE TO AMEND AND REENACT SECTION 1-5-2 OF THE MOORHEAD CITY CODE RELATING TO MAYOR AND COUNCIL MEMBER COMPENSATION SETTING SALARIES FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL FOR THE YEARS 2025 AND 2026

BE IT ORDAINED by the City Council of the City of Moorhead as follows:

SECTION 1. Section 1-5-2 of the Moorhead City Code is hereby amended and reenacted to read as follows:

1-5-2: SALARIES 1 :

The salaries hereinbelow established for the mayor and members of the city council of the city of Moorhead shall remain in effect as provided by law until future action by ordinance of the city council.

- A. Effective January 1, 2025, the salary for the mayor of the city of Moorhead shall be one thousand seven hundred seventy-four dollars (\$1,774.00) per month for each month actually served; effective January 1, 2026, the salary for mayor of the city of Moorhead shall be one thousand eight hundred twenty-seven dollars (\$1,827.00) per month for each month actually served.
- B. Effective January 1, 2025, the salary for members of the city council of the city of Moorhead shall be nine hundred thirty dollars (\$930.00) per month for each month actually served; effective January 1, 2026, the salary for members of the city council of the city of Moorhead shall be nine hundred fifty eight dollars (\$958.00) per month for each month actually served.

SECTION 2. This ordinance shall take effect upon publication in accordance with the Moorhead City Charter.

SECTION 3. All ordinances therefore enacted by the City of Moorhead contrary to the provisions of this Ordinance are hereby repealed

APPROVED BY:

ATTEST:

MICHELLE (SHELLY) A. CARLSON, Mayor

CHRISTINA RUST, City Clerk

First Reading: 11/25/2024

E-Post:

Second Reading:

Date of Publication:



City Council Communication

November 25, 2024

SUBJECT:

Resolution to Approve the Joint Powers Agreement with Valley Senior Services for 2025

RECOMMENDATION:

The Mayor and City Council are asked to consider a resolution to authorize the Mayor and City Manager to enter into and execute a Joint Powers Agreement (JPA) with the Park District of the City of Fargo, North Dakota, d/b/a Valley Senior Services, for the continued operation of a demand-responsive, curb-to-curb service throughout the metropolitan area for ambulatory senior citizens age 60 and older who are residents of Moorhead and Dilworth for calendar year 2025.

BACKGROUND/KEY POINTS:

Valley Senior Services has operated Metro Senior Ride transportation in the cities of Moorhead and Dilworth since 2008. All parties are interested in continuing this service for calendar year 2025. Moorhead submits a grant application to the State of Minnesota for operation of this service to Dilworth and provides federal grant funds as needed. Fargo does not currently financially support Metro Senior Ride service in Fargo and West Fargo. Therefore, Moorhead will need to continue this JPA for the services provided only in Minnesota and supported through grants with the State of Minnesota. Fargo staff will continue to provide limited administrative support, including applicable federal grant requirements.

The draft JPA incorporates budgets, vehicle maintenance, insurance, and operating policies for three vans (plus one spare van) from 7:30 a.m. to 4:30 p.m., Monday through Friday.

Ridership on Metro Senior Ride steadily increased through 2017, declined slightly in 2018 and 2019 and dramatically in 2020 with the pandemic. However, ridership began to recover in 2021 through 2023 and is 82% recovered from the pandemic. As of October, ridership is projected to decrease slightly in 2024.

METRO SENIOR RIDE SERVICE

<u>Year</u>	<u>Ridership</u>	<u>%Change</u>	<u>Year</u>	<u>Ridership</u>	<u>% Change</u>
2008	4,050		2017	10,907	1%
2009	5,111	26%	2018	10,454	-4%
2010	5,961	17%	2019	10,172	-3%
2011	6,323	6%	2020	5,695	-44%
2012	7,492	18%	2021	6,681	17%
2013	8,042	7%	2022	7,932	19%
2014	8,301	3%	2023	8,351	5%
2015	10,143	22%	2024 Projected	8,165	-2%
2016	10,765	6%			



City Council Communication

November 25, 2024

FINANCIAL CONSIDERATIONS:

The proposed Metro Senior Ride budget of \$202,495 for 2025 Services is included as Attachment C to the JPA (see budget attached). The contract represents a budget increase of \$19,433 or 10% over 2024. The majority of the increase is for wages and benefits, including sick leave. The City of Moorhead received Federal CARES Act funds for transit operating and has been using these funds to supplement fares and provide the local match to State of Minnesota grants as needed.

The proposed expenses and related revenues were included in the 2025 Mass Transit Budget and the State of Minnesota operating grant application. The State of Minnesota increased funding for 2024 and 2025 to 95% for MAT Paratransit, Metro Senior Ride and Mobility Management. Excess revenue generated by Metro Senior Ride will be applied toward operation of MAT Paratransit.

REVENUES

FARES	25,200
ESTIMATED STATE GRANT FUNDS	192,370
LOCAL SHARE: EXCESS REVENUE/CARES ACT	<u>(15,075)</u>
TOTAL REVENUE	202,495

Voting Requirements: 3/4 of Council (6)

Submitted By:

Dan Mahli, City Manager
Lisa Bode, Governmental Affairs Director
Lori Van Beek, Transit Manager

Attachments: Metro Senior Ride (Moorhead-Dilworth) Transit Budget

**METRO SENIOR RIDE
(MOORHEAD-DILWORTH)
TRANSIT BUDGET**

		2025
<u>EXPENSES</u>	<u>Budget</u>	<u>Cost Allocation</u>
		2% - Directors wage; 5% - Transit Manager; 20% Metro Senior Ride Supervisor (based on analysis of time spent in a 40 hour week)
TRANSIT ADMIN	5,744	
DISPATCHERS	31,301	23% - FT dispatchers; Based on % of Total Ridership
VAN DRIVER	97,340	Actual wages paid data
HEALTH INSURANCE	5,000	Actual wages paid data
PAYROLL TAX	8,700	Actual wages paid data
WORKERS COMP	1,000	Actual wages paid data
DEFERRED COMP	900	Actual wages paid data
DRUG SCREENING	200	Actual data
VAN/BUS FUEL	16,500	Actual data
VAN/BUS REPAIR	5,000	Actual data
VEHICLE INSURANCE	6,500	Actual data
UNIFORMS	300	Actual data
STORAGE	6,385	See Transit Storage Operating Cost by Footage Data
PROMOTION	1,200	23% Based on % of Total Ridership
MISCELLANEOUS	-	Actual data
 RADIO MTCE	 400	 \$96.00 per radio/GPS - Moorhead has 4 radios/GPS = \$384.00
ACCOUNTING	1,000	23% Based on % of Total Ridership
TELEPHONE-INTERNET	1,000	23% Based on % of Total Ridership
COMPUTER	2,000	23% Based on % of Total Ridership
PRINTING	200	Actual data
PROFESSIONAL DEVEL	125	Actual data
TRAVEL	200	Actual data
MN SICK LEAVE	11,500	Actual wages paid data
TOTAL EXPENSES	202,495	
<u>REVENUES</u>		
FARES	25,200	
ESTIMATED STATE GRANT FUNDS	192,370	
*LOCAL SHARE EXCESS USED		
TOWARD PARATRANSIT SERVICE	(15,075)	
 TOTAL REVENUES	 202,495	

*STATE LEGISLATURE INCREASED FUNDING FROM 85% TO 95% FOR 2024-2025. EXCESS LOCAL FUNDS TO BE USED TO FUND OTHER TRANSIT SERVICES.

RESOLUTION

Resolution to Approve the Joint Powers Agreement with Valley Senior Services for 2025

WHEREAS, the Park District of the City of Fargo, North Dakota, d/b/a Valley Senior Services, began operation of the Metro Senior Ride service to residents of Moorhead and Dilworth with demand-responsive curb-to-curb service for ambulatory senior citizens age 60 and older throughout the metropolitan area in 2008; and

WHEREAS, Valley Senior Service has expressed interest in continuing to operate Metro Senior Ride in the Cities of Moorhead and Dilworth for calendar year 2025; and

WHEREAS, operating funds were included in the 2025 Mass Transit Budget, which includes state and/or federal grants funds and matching local funds from fares collected and Federal CARES Act operating funds as needed, and;

WHEREAS, the State of Minnesota has approved operating grant funds for Metro Senior Ride for calendar year 2025;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota, that the Mayor and City Manager are hereby authorized to enter into and execute a Joint Powers Agreement with the Park District of the City of Fargo, North Dakota, d/b/a Valley Senior Service, for the period January 1, 2025, through December 31, 2025, for the operation of a Metro Senior Ride Program. A copy of said agreement was before the City Council in substantial form and is now of record and on file in the Office of the City Clerk.

PASSED: November 25, 2024 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

November 25, 2024

SUBJECT:

Resolution to Approve a Contract with the City of Dilworth for 2025 Transit Service

RECOMMENDATION:

The Mayor and City Council are asked to consider approval of a contract with the City of Dilworth to specify terms and conditions by which the City of Dilworth will remit funds to the City of Moorhead for the provision of MATBUS Fixed Route, MAT Paratransit and Metro Senior Ride services during calendar year 2025.

BACKGROUND/KEY POINTS:

The City of Moorhead began operations of MATBUS Fixed Route service in the City of Dilworth in January 2014. Dilworth is interested in continuing this service, in addition to continuing the complementary services of Metro Senior Ride and MAT Paratransit for persons with disabilities. With the new transit reorganization, Moorhead will be purchasing fixed route and paratransit service from the City of Fargo for both Moorhead and Dilworth. Metro Senior Ride service will continue to be purchased by Moorhead from the Fargo Park Board, Valley Senior Services. The City of Moorhead's 2025 operating grant applications to the State of Minnesota included these operating costs.

The draft contract with Dilworth provides for the continued use of Transit-specific Federal CARES Act funds to supplement the local share for MATBUS Fixed Route, MAT Paratransit and Metro Senior Ride, including Dilworth Route 6 and transportation for Dilworth residents with disabilities and senior citizens. Also included in the contract is a portion of the 20% local share match for the bus used on the Fixed Route based on the Dilworth route mileage, using the Federal vehicle life of 500,000 miles. The contract will be scheduled for consideration by the Dilworth City Council in December.

FINANCIAL CONSIDERATIONS:

State and Federal grants funds will fund the majority of Dilworth service. The State increased funding for 2024 and 2025 from 85% to 95%. Any excess revenue generated will be applied toward the local match for other transit services or capital assets. The City of Dilworth will provide the fee for use of the Fixed Route bus based on Route 6 mileage. All related expenses and revenues were included in the proposed 2025 Mass Transit budget. No additional funds are required from the City of Moorhead.



City Council Communication

DILWORTH TRANSIT SERVICE BUDGET 2025

November 25, 2024

<u>Expenses:</u>	<u>Amount</u>
MATBUS Fixed Route 6 (Full Cost)	\$261,836
MAT Paratransit (Net Local Share)	(\$825)
Metro Senior Ride (Net Local Share)	(\$1,055)
Fee for Capital Equipment (Local Share)	\$4,572
TOTAL	\$264,528

<u>Revenues:</u>	
State of Minnesota	\$248,745
Federal CARES Grant / Local Match	\$1,126
Fixed Route Fare Revenue	\$10,085
City of Dilworth	\$4,572
TOTAL	\$264,528

Voting Requirements: 3/4 of Council (6)

Submitted By:

Dan Mahli, City Manager
Lisa Bode, Governmental Affairs Director
Lori Van Beek, Transit Manager

Attachments: None

RESOLUTION

Resolution to Approve a Contract with the City of Dilworth for 2025 Transit Service

WHEREAS, in January 2014 the City of Moorhead began operations of MATBUS fixed route transit service in the City of Dilworth, Minnesota; and

WHEREAS, the City of Dilworth has indicated that they would like to continue to have Moorhead provide transit service to their residents in calendar year 2025 through MATBUS Fixed Route 6, Metro Senior Ride and MAT Paratransit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota, that the Mayor and City Manager are hereby authorized and directed to enter into and execute for and on behalf of the City of Moorhead a contract with the City of Dilworth, said contract to specify the terms and conditions by which the City of Dilworth will remit funds to the City of Moorhead for the provision of transit services during calendar year 2025, a copy of which contract was before the City Council in substantial form and is now of record and on file in the office of the City Clerk.

PASSED: November 25, 2024 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

November 25, 2024

SUBJECT:

Resolution to Adopt 2025 City of Moorhead Legislative Priorities

RECOMMENDATION:

The Mayor and Council are asked to consider adopting the City of Moorhead 2025 State Legislative Priorities

BACKGROUND/KEY POINTS:

The 2025 Minnesota Legislative Session will convene January 14, 2025. The proposed state legislative priorities are a continuation of existing initiatives essential to Moorhead's prosperity and long-term goals, along with support for community and regional initiatives that also enhance Moorhead's growth and development as a regional center. Because the State Legislature did not pass capital investment or tax bills in 2024, several of the suggested priorities are carryover of last year's requests. The City's one and only 2025 capital investment request relates to completing in-town flood protection. Other elements of the proposed legislative agenda are not in specific priority order and are not considered competing objectives. Opportunities will be pursued as may arise as the session progresses.

- **Moorhead Flood Protection – Final Phase:** Support of DNR's efforts and advocate for larger allocations of capital investment funding to continue and complete flood mitigation within Moorhead's 2009 Flood Mitigation Plan. The Engineering Department has refined the City's request to include 7 highest priority lift stations for conversion to permanent power meeting FEMA and US Army Corps of Engineers risk and reliability standards. Although the project list has been reduced, inflation has increased the City's request from \$14.715M in 2024 to \$16M in 2025. This work is integral to the FM Area Diversion project, which offers permanent flood protection for Moorhead and Clay County. There are other projects integral to the FM Area Diversion in Minnesota outside of Moorhead that are included in a Clay County project list.
- **Preserving & Protecting Border Cities Legislation:** Preserve and protect the Border City Enterprise Zone and Disparity Reduction Credit Programs essential to business attraction and retention. Border Cities programs are important and unique and date back to the 1980s and offset competitive disparities between Minnesota and North Dakota tax structures that affect the cost of business in Minnesota (exclusive to Moorhead, Dilworth, East Grand Forks, Breckenridge, and Ortonville). Sustainable funding for the Border City Enterprise Zone (BCEZ) was achieved in 2019. Both the BCEZ and Disparity Reduction Credit Program are now in the base State budget and provide approximately \$10M benefit to Moorhead businesses each year. In 2025, it is suggested the City pursue increased resources and expanded eligibility of business types and activities to address today's competitive economy.



Downtown Center Revitalization:

City Council Communication

- **Tax Incentive** – Explore state and federal tax incentives and policy flexibility to make the most of Moorhead's downtown redevelopment.
 - **City Hall Renovation – Sales Tax Exemption:** Seek state sales tax exemption on building materials for City Hall renovation.
-
- **Public Safety:** Address public safety challenges affecting Moorhead and Clay County, specifically workforce availability and preservation of interstate mutual aid. City staff and legislative services consultants will continue to monitor legislative proposals on public safety, both for opportunities to address a significant public safety workforce shortage and prevent unintended consequences to Moorhead's important interstate partnership.
 - **Transit Assistance Funding Apportionment:** Explore a designated apportionment separate from the Minnesota Department of Transportation Greater Minnesota transit budget. The Fargo-Moorhead Metropolitan Statistical Area has grown to a level that changes its federal funding category, resulting in lower federal support. As the only "Large Urban" transit system outside of the Twin Cities metro area, it may benefit the City of Moorhead to have a designation in the MnDOT transit funding formula.
 - **Sustainable Aviation Fuel Project:** Yet to be defined. The proposed aviation fuel project is in its early stages and certain state legislation is already in place to advance the sustainable fuel industry. Local legislative needs for the specific project planned for Moorhead are yet to be defined, but it is suggested the City be prepared to address such needs.
 - **Partnerships:** Offer support to community and regional partners working to address opportunities and challenges that affect Moorhead residents, businesses, and visitors. Partners with known projects include:
 - Moorhead Cultural Mall
 - Heartland Trail
 - Jasmin Child Care Center
 - Residential Psychiatric Treatment Center
 - FM Area Diversion
 - Moorhead High School Career Academy
 - **Recreational Amenities:** Pursue and support local and regional parks and trails that connect Moorhead neighborhoods and surrounding communities. There is a current, active regional effort to expand the Heartland Trail to connect to Moorhead; and there are other opportunities for local, state, and national trail systems that Moorhead is asked to support. It is not expected that the City of Moorhead would pursue an independent effort; however, the City would benefit by participating in a coalition to expand park and trail systems that increase amenities for our residents and tourists alike.



Minnesota Cities Initiatives: Support legislative activity of Coalition of Greater Minnesota Cities and League of Minnesota Cities. Plans and studies, including Onward Moorhead Comprehensive Plan and Moorhead Strategic Plan. Membership in the Coalition of Greater Minnesota Cities and the League of Minnesota Cities provides Moorhead the ability to benefit from advocacy on broad issues affecting cities (like Local Government Aid), while also pursuing a strategic legislative agenda specific to Moorhead's unique needs and goals. Other opportunities may arise during the session that align with the City's Comprehensive and Strategic Plans.

FINANCIAL CONSIDERATIONS:

Legislative Service Agreements are in place with Flaherty & Hood PA and Fredrikson & Byron PA funded through the EDA Tax Levy.

Voting Requirements: Majority of Quorum

Submitted By:

Dan Mahli, City Manager

Lisa Bode, Governmental Affairs Director

Attachments:

RESOLUTION

Resolution to Adopt 2025 City of Moorhead Legislative Priorities

WHEREAS, the City of Moorhead advocates for targeted legislative initiatives to support a high quality of life for Moorhead residents and businesses, to respond to competitive disparities as a Minnesota Border City and to advance capital projects that benefit the City; and

WHEREAS, the City effectively utilizes the skills of the City's elected officials and staff together with contracted services of the City's legislative delegation (Flaherty & Hood; Fredrikson & Byron) to advance the City's legislative goals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota, adopts the City's 2025 State Legislative Program goals as follows:

- **Flood Risk Mitigation:** Support of DNR's efforts and advocate for larger allocations of capital investment funding to continue and complete flood mitigation within Moorhead's 2009 Flood Mitigation Plan.
- **Border Cities Legislation:** Preserve and protect the Border City Enterprise Zone and Disparity Reduction Credit programs essential to business attraction and retention; seek opportunities for greater flexibility in use of these programs to benefit Moorhead businesses.
- **Downtown Center Revitalization:**
 - Tax Increment Financing/Redevelopment Opportunities
 - Sales Tax Exemption on Construction Materials for City Hall Renovation
- **Public Safety:** Address public safety challenges affecting Moorhead and Clay County, specifically workforce availability and preservation of interstate mutual aid.
- **Transit Assistance Funding Apportionment:** Pursue state transit funding specific to Moorhead outside of the state's budget for Greater Minnesota.
- **Sustainable Aviation Fuel Facility:** Legislative needs for the proposed project are yet to be defined.
- **Partnerships:** Offer support to community partners that are addressing opportunities and challenges that affect Moorhead residents, businesses, and visitors, including the following projects:
 - Moorhead Cultural Mall
 - Heartland Trail
 - Jasmin Childcare
 - Residential Psychiatric Treatment Center
 - FM Area Diversion
 - Passenger Rail Service
 - Moorhead High School Career Academy
- **Recreational Amenities:** Pursue and support local and regional parks and trails that connect Moorhead neighborhoods and surrounding communities.
- **Minnesota Cities Initiatives:** Support legislative activity of Coalition of Greater Minnesota Cities and League of Minnesota Cities consistent with local plans and studies, including Onward Moorhead Comprehensive Plan and Moorhead Strategic Plan.

PASSED: November 25, 2024 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

November 25, 2024

SUBJECT:

First Reading of Ordinance 2024-12: An Ordinance Adopting the 2025 Fee Schedule

RECOMMENDATION:

The Mayor and City Council are asked to consider the first reading of an ordinance relative to the adoption of the proposed 2025 fee schedule.

BACKGROUND/KEY POINTS:

The attached fee schedule is a compilation of the various fees imposed for the services provided, licenses/permits issued, and numerous programs offered by the City of Moorhead. An annual review of the fee schedule is conducted to ensure the amounts collected cover operational and program costs while attempting to remain comparable with regional communities. The schedule reflects fees imposed in 2024 and any changes proposed for 2025 as delineated in the respective columns. The schedule does not specify an amount in the 2025 column for those fees that are recommended to remain the same as the previous year. Programs/services eliminated are so noted through the use of the strike through function. The majority of the changes in revenues generated from the collection of the fees have been incorporated in the Preliminary 2025 Operating and Capital Budget, however, there may be a couple of fee changes which will be reflected in the revised final budget, which is anticipated to be considered for final adoption by the Mayor and Council on December 9, 2024. The fees reflected in the attached schedule set forth the fees/charges the City of Moorhead will collect in 2025 and serves as an integral element of the projected revenues in the budget. This schedule is submitted for Mayor and Council consideration at this time to facilitate incorporation of such into the appropriate utility billing systems; to accommodate the transmittal of time sensitive applications; and include in the various materials announcing City programs/services.

FINANCIAL CONSIDERATIONS:

Mayor and Council adoption of the annual fee schedule is in accordance with City policy and consistent with past practice. These fees are incorporated in the Preliminary 2025 Operating and Capital Budget.

Voting Requirements: Majority of Council

Submitted By:

Dan Mahli, City Manager
Jenica Flanagan, Finance Director

Attachments:

ORDINANCE 2024-12

An Ordinance Adopting the 2025 Fee Schedule

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOORHEAD AS FOLLOWS:

WHEREAS, the City Council of the City of Moorhead has the authority to set certain fees and charges by ordinance; and

WHEREAS, the Moorhead City Council has reviewed the current fees and charges and desires to make some changes; and

WHEREAS, the following schedule depicts all fees including the fees that have been increased by reflecting the previous year's rate in addition to the new rate, all other rates remained the same.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Moorhead as follows:

SECTION 1. The Appendix of the Moorhead City Code is hereby amended to incorporate the following fee schedule and license fees, and that all other fees and charges previously set shall remain unchanged, unless superseded by the following schedule.

SECTION 2. The fees adopted by this Ordinance shall take effect January 1, 2025.

This Ordinance shall take effect upon publication in accordance with the Moorhead City Charter.

PASSED: November 25, 2024 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk

Administration & Accounting

		FEE 2024		FEE 2025
<u>Annual Financial Report</u>		\$	15.00	
<u>Budget</u>		\$	15.00	
<u>Election Ward/Precinct Maps</u>		\$	10.00	
<u>Returned Check Charge</u>		\$	30.00	
<u>Duplicate Satisfaction of Mortgage</u>		\$	15.00	
<u>Photocopies</u>	B&W - less than 100 pages	\$	0.25	Per copy
	B&W - 2-sided copies	\$	0.50	Per sheet
	B&W - more than 100 pages		TBD	Employee time to retrieve and cost of copies
	8½ x 11 Color	\$	1.00	Per page
	8½ x 14 Color	\$	1.25	Per page
	11 x 17 Color	\$	1.50	Per page

Building-Plumbing-Heating

BUILDING PERMIT FEES - Table 3-A (Other than New 1 and 2 Family Dwellings)		FEE 2024	FEE 2025
Total Valuation	\$ 1 to \$ 1,000	\$ 37.00	
	\$ 1,001 to 25,000	\$ 37.00	for the first \$1,000.00 plus \$8.60 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00
	\$ 25,001 to 50,000	\$ 248.00	for the first \$25,000.00 plus \$6.90 for each additional \$1,000.00 or fraction thereof to and including \$50,000.00
	\$ 50,001 to 100,000	\$ 421.00	for the first \$50,000.00 plus \$4.60 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00
	\$ 100,001 and up	\$ 655.00	for the first \$100,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof

BUILDING PERMIT FEES - Table 3-D (New 1 and 2 family dwellings)			
Total Valuation	\$ 1.00 to \$ 1,000.00	\$ 30.00	
	\$ 1,001.00 to \$100,000.00	\$ 30.00	for the first \$1,000.00 plus \$4.60 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
	\$ 100,001.00 and up	\$ 490.00	for the first \$100,000 plus \$2.30 for each additional \$1,000.00 or fraction thereof

Other Inspections

Reinspection, additional plan reviews, changes, revisions	\$ 64.00	Per hour (1/2 hr minimum)
Swimming Pools		By Building Permit valuation as noted above
Demolition	\$ 64.00	
Inspections when no City Permit is issued	\$ 64.00	
Manufactured Homes (mobile homes in courts)	\$ 64.00	
Moving Permits within or into City limits	\$ 160.00	
Moving Permits out of City limits and manufactured home placement within a licensed manufactured home community	\$ 64.00	
Investigation Fee - Construction started without a permit		Fee equal to the permit fee of the attributable building permit, limited to \$5,000.
Commercial Building Plan Review		25% of the building permit fee

For the use of outside consultants for plan review or inspections-fee equal to actual cost plus 10% administration inspection fee charge for inspections of buildings to be moved into the City which are located more than 10 miles from the City \$63.00 PLUS 50 cents/mile

PLUMBING PERMIT FEES - Table 3-B:

For the first four (4) fixture openings	\$ 32.00
For each fixture opening over four (4)	\$ 5.00
New Water Taps, each	\$ 43.00
New Sewer Taps, each	\$ 43.00

An investigation fee equal to the permit fee shall be charged whenever work is started prior to obtaining a permit.

Plumbing Plan Review Fees:

System Reviewed

Water distribution & drain, waste & vent systems, including interceptors, separators, or catch basins

25 or fewer drainage fixture units	\$ 107.00	
26 to 50 drainage fixture units	\$ 193.00	
51 to 150 drainage fixture units	\$ 267.00	
151 to 249 drainage fixture units	\$ 383.00	
250 or more drainage fixture units	\$ 3.00	Per drainage fixture unit to a maximum of \$2,730 and \$53.00/interceptor, separator, or catch basin

<u>Building Sewer Service Only</u>	\$ 107.00	
<u>Building Water Service Only</u>	\$ 107.00	
<u>Building Water Distribution System Only (no drainage system)</u>	\$ 4.00	Per supply fixture unit to a maximum of \$100.00

<u>Storm Drainage System</u>	\$ 175.00	minimum fee, or \$42.00 per drain opening, up to a maximum of \$420.00, and \$53.00 per interceptor, separator, or catch basin
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HEATING PERMIT FEES - Table 3-C

Total Valuation	\$ 1.00 to \$ 500.00	\$ 17.00	
	\$ 501.00 to \$ 1,000.00	\$ 38.00	
	\$ 1,001.00 to \$10,000.00	\$ 38.00	for the first \$1,000.00 plus \$6.80 for each additional \$1,000.00 or fraction thereof, to and including \$10,000.00
	\$10,001.00 to \$50,000.00	\$ 100.00	for the first \$10,000.00 plus \$4.20 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
	\$50,001.00 to \$100,000.00	\$ 270.00	for the first \$50,000.00 plus \$2.60 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
	\$ 100,001.00 and up	\$ 400.00	for the first \$100,000 plus \$1.40 for each additional \$1,000.00 or fraction thereof

An investigation fee equal to the permit fee shall be charged whenever work is started without a permit.

Business License & Permits

		FEE 2024	FEE 2025
<u>Administration Fee - Insurance Reinstatement</u>		\$ 50.00	
<u>Administration Fee - Late Renewal</u>	Business License - Received after December 31st		\$ 50.00
	Liquor License - Received after June 30th		\$ 50.00
<u>Cannabinoid Product License (Sales)</u>		\$ 750.00	
<u>Cigarette / Tobacco Products License</u>		\$ 125.00	
<u>Encroachment Right-of-Way Permit</u>	Fee for Adjoining Business or Property Owner	\$ 50.00	
	Fee for Mobile Operations	\$ 100.00	
<u>Liquor Licenses</u>	On-Sale Intoxicating Liquor	\$ 6,000.00	
	On-Sale Intoxicating Liquor – Public Golf Course (8 Mos)	\$ 4,000.00	
	Special Hours Liquor (Banquet/Event Center)	\$ 2,500.00	
	3.2% On-Sale Liquor	\$ 300.00	
	Malt Liquor (HHIC only)	\$ 300.00	
	Wine	\$ 300.00	
	Sunday	\$ 200.00	
	Club (On-Sale) – fee based on membership:		
	200 members or less	\$ 300.00	
	201 - 500 members	\$ 500.00	
	501 - 1,000 members	\$ 650.00	
	1,001 - 2,000 members	\$ 800.00	
	2,001 - 4,000 members	\$ 1,000.00	
	4,001 - 6,000 members	\$ 2,000.00	
	Over 6,000 members	\$ 3,000.00	
	Off-Sale	\$ 200.00	
	Off-Sale 3.2% Malt Liquor	\$ 200.00	
	Brewer Off-Sale	\$ 200.00	
	Investigation Fee for NEW On, Off, Sunday, and Wine applicants	\$ 250.00	
	Investigation Fee for all On, Off, Sunday, and Wine renewals	\$ 125.00	
	Security Fee (4 hour minimum, \$25/hour)	\$ 100/25	
	Special Event Community Festival	\$ 35.00	
	Special Event On-Sale	\$ 35.00	
	Special Event On-Sale 3.2 Percent Malt Liquor	\$ 35.00	
	Possession/Consumption (Parks)	\$ 35.00	\$ 50.00
	Deposit for Possession/Consumption Special Event (Parks)	\$ 250.00	
	Taproom	\$ 300.00	
<u>Live Adult Entertainment License</u>	Business	\$ 250.00	
	Individual	\$ 250.00	
<u>Massage Enterprise License</u>	Initial License	\$ 125.00	
	Renewal	\$ 125.00	

Business License & Permits

		FEE 2024	FEE 2025
<u>Massage Therapist License</u>	Initial License	\$ 125.00	
	Renewal	\$ 125.00	
<u>Massage Home Occupation</u>	Initial License	\$ 125.00	
	Renewal	\$ 125.00	
<u>Non-alcoholic Club License</u>		\$ 125.00	
	Bond	\$ 3,000.00	
<u>Pawn Broker's License</u>	Initial License Fee	\$ 1,000.00	
	Renewal License Fee	\$ 1,000.00	
	Bond	\$ 5,000.00	
	Yearly Transaction Fee	\$ 250.00	
<u>Pet Shop License</u>		\$ 150.00	
<u>Salvage - Limited License</u>		\$ 300.00	
	Bond	\$ 1,000.00	
<u>Second Hand Dealer's License</u>		\$ 125.00	
	Bond	\$ 500.00	
<u>Short Term Lender</u>	Initial License	\$ 500.00	
	Renewal License	\$ 250.00	
<u>Taxicab/Limousine License</u>	Taxicab/Limousine Driver (No Cap)	\$ 125.00	
	Taxicab/Limousine Service - First Vehicle	\$ 50.00	
	Taxicab/Limousine Service - Add'l Vehicles - Cap (\$200)	\$ 15.00	
<u>Transient Merchant</u>	Daily	\$ 125.00	
	Annual	\$ 250.00	
<u>Transportation Network Companies</u>	Company	\$ 125.00	
<u>Tree Contractor's License</u>		\$ 50.00	
	Bond	\$ 1,000.00	
<u>Used Car Dealer's License</u>		\$ 125.00	

Economic Development

Tax Incentive Application

FEE 2024

\$ 525.00

FEE 2025

Engineering

	FEE 2024	FEE 2025
<u>Construction Plans:</u>		
PDF Electronic Copy (Pass-through cost to 3rd party vendor)	\$ 15.00	
Virtual/On-line bidding (Pass-through cost to 3rd party vendor)	\$ 30.00	
Paper Plan Sets	At Cost	
<u>Engineering Lawn Grades</u>	\$ 40.00	Per occurrence
<u>Permits for Work Within the Right-of-Way:</u>		
<u>Underground Utility Installation / Repairs</u>		
Contractor Bond to Work Within City Right-of-Way	\$25,000	minimum
Insurance Required to Work Within City Right-of-Way	Same as for City Construction Contract (General Conditions Section 00800)	
Boring/Trenching and Excavations	\$ 255.00	0' - 500' \$ 285.00
	\$ 555.00	501' - 1500' \$ 620.00
	\$ 1,255.00	1501' - 1501' 1501 feet to 5,000 feet \$ 1,400.00
	*Fee includes \$25.00 Storm Water Application Fee	
<u>Temporary Lane Closure Permit (only if a Right-of-Way permit is not required)</u>		
Local or Local Collector Street - partial closure, no detour required	\$ -	Per week
Local or Local Collector Street - full closure, detour required	\$ 20.00	Per week
Sidewalk or Bike Path - full closure	\$ 20.00	Per week
Arterial or Collector Street - parking lane or shoulder closure	\$ -	Per week
Arterial or Collector Street - traffic lane closure, no detour required	\$ 20.00	Per week
Arterial or Collector Street - full closure, detour required	\$ 100.00	Per week
<u>Overweight / Overdimensional Vehicle Permit</u>	\$ 20.00	Each
<u>Wireless Telecommunication Facilities Within Right-of-Way</u>		
Permit	\$ 250.00	Each
Annual Rent	\$ 150.00	Each
Annual Maintenance	\$ 25.00	Each
Power less than or equal to 100 watts	\$ 73.00	Per radio node per month
Power greater than 100 watts	\$ 182.00	Per radio node per month
<u>Driveway Approach / Curb & Gutter / Sidewalk</u>		
Driveway Approach	\$ 50.00	Each
Curb & Gutter or Sidewalk (excluding driveway width)	\$ 50.00	per 50 foot increment
Contractor Bond to Work Within City Right-of-Way	\$ 10,000.00	
Insurance Required to Work Within City Right-of-Way	Same as for City Construction Contract (General Conditions Section 00800)	
<u>Stormwater:</u>		
Grading/Erosion Control Permit	\$ 25.00	upto 1 acre
	\$ 12.50	Per additional acre
Annual Permit for New Subdivisions	\$ 250.00	
<u>Plan Review Fee for Privately Financed Infrastructure:</u>		
The first \$100,000 of estimated construction cost:	2%	
All cost above the first \$100,000 of est. construction cost:	1%	

Engineering

	FEE 2024	FEE 2025
<u>Maps:</u>		
All maps 11" x 17" or less	\$ -	
All maps plotter size C or larger	\$ 10.00	
Special Mapping requests or custom projects	\$ 40.00 Per hour + media costs	
<u>Special Assessment Fees:</u>		
Administration Fees (Applied to all Assessed Projects)	5% Of Construction and Engineering Cost	
Engineering Fees (Applied to Publicly or Privately Financed Public Infrastructure Projects - Design and Construction Engineering by City)	13% Of Construction Cost	
Engineering Fees (Applied to Public Infrastructure Projects - Design Privately Funded; but either the Construction is publicly funded or construction engineering services are completed by the City)	7% Of Construction Cost	
<u>Special Assessment Rates</u>		
Primary Benefit Rate; Local & Minor Arterial/Collector Streets		
Urban Mill & Overlay	\$ 40.00 Per adjusted front foot	\$ 42.50
Rural Mill & Overlay	\$ 22.50 Per adjusted front foot	\$ 25.00
Rehabilitation (limited curb & gutter repairs)	\$ 85.00 Per adjusted front foot	\$ 90.00
Reconstruction (full curb & gutter replacement)	\$ 135.00 Per adjusted front foot	\$ 140.00
Rural Reconstruction	- Per adjusted front foot	\$ 65.00
Secondary Benefit Rate; Minor Arterial/Collector Streets		
Mill & Overlay, Rehabilitation, Reconstruction	\$ 575.00 Per equivalent single family lot	\$ 600.00
Sidewalk Panel Repairs (not otherwise included in a street project)	\$ 8.00 Per square foot	\$ 12.00
Curb & Gutter Repairs (not otherwise included in a street project)	\$ 30.00 Per lineal foot	\$ 38.00

Fire Department

FEE 2024

FEE 2025

Reports: one copy free to victim

Fire Incident	\$	3.00	Per report
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Photocopies

B&W - less than 100 pages	\$	0.25	Per copy
B&W - 2-sided copies	\$	0.50	Per sheet
B&W - more than 100 pages		TBD	Employee time to retrieve and cost of copies
8½ x 11 Color	\$	1.00	Per page
8½ x 14 Color	\$	1.25	Per page
11 x 17 Color	\$	1.50	Per page

<u>Photographs</u>	\$	15.00	Per hour plus actual cost for production of photographs
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<u>Board of Appeals</u>	\$	25.00	
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<u>Parking in Fire Lane</u>	See the Police Department Fees page for this item.
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<u>Daycare/Foster Care Inspections</u>	\$	50.00	
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<u>Other Inspections</u>	\$	65.00	Per hour (1/2 hr minimum/30 minute increments)
<i>(Re-inspection, additional plan reviews, changes, revisions, etc.)</i>			

<u>Hotel/Motel Inspections</u>	Fee Schedule per MN 299F.46
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<u>Underground Fireline Inspections</u>	\$	65.00	Per hour (1 hour minimum/30 minute increments)
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<u>Wet/Dry Fire Suppression Systems Inspections</u>	\$	65.00	Per hour (1 hour minimum/30 minute increments)
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<u>Alternative Fire Suppression Systems Inspections</u>	\$	65.00	Per hour (1 hour minimum/30 minute increments)
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Fire Prevention Permits

Ag Chemicals	\$	50.00	
Auto/Truck Repair	\$	50.00	
Bulk Plant	\$	50.00	
Bulk Station	\$	50.00	
Cutting/Welding/Spray Painting	\$	50.00	
Dry Cleaners	\$	50.00	
Engine Repair	\$	50.00	
Explosives	\$	50.00	
Fiberglass Manufacturing	\$	50.00	
Fire Alarm Plan Review/Inspection 2% of value	\$	100.00	minimum (includes one hour of inspection w/additional hrs charged @ \$65 per hr.)
Fire Alarm/Monitoring Only (Permit)		No fee	
Fireworks Displays	Variable		<u>Subject to actual cost of fire department standby crew</u>
Fireworks Retail Sale or Storage	\$	100.00	
Fuel Dispensing Stations	\$	50.00	\$10 for 1st nozzle plus \$5 per additional nozzle - \$50 minimum
Grain Handling/Dust	\$	50.00	
Hardware/Paint/Ammunition	\$	50.00	
Hazardous Materials	\$	50.00	

Fire Department

	FEE 2024	FEE 2025
Fire Prevention Permits (cont.)		
Liquefied Petroleum Gas	\$ 50.00	
Paint Dealer	\$ 50.00	
Pest Control	\$ 50.00	
Service Station	\$ 50.00	
Spray Painting/Undercoating	\$ 50.00	
Tank Installation (above or underground fuel)	Valuation of \$1-1,000 is \$50.00/tank Valuation over \$1,000 is an additional \$4.00 per \$1,000	
Tank Removal (above or underground fuel)	\$ 50.00 Per tank	
Temporary Structures	\$ 50.00	
Waste Tire Processing/Storage	\$ 50.00	
Woodworking/Finishing	\$ 50.00	

Forestry

	FEE 2024			FEE 2025	
<u>Monthly Fees</u>					
Residential	\$	5.17 Per month	\$		5.58
Rental Units	\$	5.17 Per month	\$		5.58

Dump Fees at Tree Disposal Site (including stump grindings)

	Moorhead	Minnesota	Outside Minnesota
Pickup/without side boards	\$ 25.00	\$ 50.00	\$ 75.00
Pickup/with side boards	\$ 30.00	\$ 60.00	\$ 90.00
One-ton trucks or single axle trailers	\$ 50.00	\$ 100.00	\$ 150.00
Two-ton trucks or double axle trailers	\$ 70.00	\$ 140.00	\$ 210.00
Tandem axle trucks	\$ 140.00	\$ 280.00	\$ 420.00
Trucks larger than tandem axle	\$ 200.00	\$ 400.00	\$ 600.00
Late Fee	5% of unpaid balance/month		

City of Moorhead residents/homeowners may bring material that can be chipped to the disposal site at NO CHARGE.

Elm or Ash material from within City Limits can be dumped at no charge. Mixed loads (containing Elm) will be charged at full rates.

Elm or Ash material originating from outside the City will be charged full rates.

Loads dumped with load tickets that included fraudulent location verification information will be subject to a \$100 penalty and additional criminal charges may be filed.

Branch Pickup Fees

Branch pickups - 8" in diameter or less	No Charge
Elm/Tree Boulevard Material	No Charge

Mass Transit

		FEE 2024	FEE 2025
<u>Fixed Route</u>			
Cash Fares	Adult	\$ 1.50	
	Elderly & Disabled	\$ 0.75	
	Youth (K-12th grade)	\$ 0.75	
	Child (age birth to 6)	Free	
	Disabled Veterans	Free	
Other Passes	1-Day Pass - All Customers	\$ 5.00	Cash On-Board Bus Only
	120-Day College Semester Pass	\$60.00	(Excludes students in U-Pass Program)
	31-Day Business Pass	\$27.00	(Must be employer purchased in bulk)
MATBUS CONNECT: Mobile Ticket & Smart Card		Load funds and manage online by customer	
Pay as You Go - Adult	1 Ride (Valid for 90 minutes)	\$1.50	
	1 Day Best Fare - Free Rides After Spend \$3	\$3.00	
	31 Days Best Fare - Free Rides After Spend \$42	\$42.00	
Pay as You Go - Elderly, Disabled & Youth	1 Ride (Valid for 90 minutes)	\$0.75	
	1 Day Best Fare - Free Rides After Spend \$3	\$3.00	
	31 Days Best Fare - Free Rides After Spend \$27	\$27.00	
	90 Days (Youth Only) Best Fare - Free Rides After Spend \$27	\$27.00	
Smart Card (without funds loaded)	Initial card free		Replacement \$10.00
Transfers Between Moorhead Buses		Free	
Transfers Between Moorhead and Fargo Buses		Free	
<u>Metro Senior Ride</u>			
Cash Fares	Senior Citizens age 60 & older	\$ 3.00	
	One Guest to Senior Citizen	\$ 3.00	
	General public	\$ 23.00	
	Preschool child (under age 7)	Free w/adult	
	Transfers to Metro Area Transit	Free	
Prepaid Punch Cards	Senior Citizen (60+) 20 ride card	\$ 60.00	
	Senior Citizen (60+) 10 ride card	\$ 30.00	
<u>MAT Paratransit</u>			
PARATRANSIT CONNECT: Mobile Ticket or Smart Card			
Pay as You Go - ADA Eligible	1 Ride	\$3.00	Load funds and manage online by customer
Cash or Credit Card		\$ 3.00	
Prepaid Coupons (10 or more)		\$ 3.00	
Transfers Between Moorhead and Fargo Senior Buses		Free	
Passenger Assistants (1 per disabled person)		Free	
Guest (1 per disabled person)		\$3.00	
Agency Rate for Non-Emergency Medical Trip Eligible for Medicaid		\$ 38.00	
Sunday Only General Public Fare (Passenger Not ADA Paratransit eligible)		\$ 25.00	
<u>Interior Advertising Rates (Monthly Rates):</u>			
Advertising Handle	1-3 months	4-11 months	12+ months
	\$ 2.50	\$ 2.13	\$ 1.75
<u>Exterior Advertising Rates (Monthly Rates)</u>			
Full (entire bus)	1-3 months	4-11 months	12+ months
	\$ 1,000.00	\$ 850.00	\$ 700.00
Two halves (both sides of the same bus)	\$ 750.00	\$ 638.00	\$ 525.00
Half (one side)	\$ 500.00	\$ 425.00	\$ 350.00
King Kong (one side, between wheel wells, except headline)	\$ 330.00	\$ 281.00	\$ 231.00
King (side of bus between wheel wells and below windows)	\$ 275.00	\$ 233.75	\$ 192.50
Rear (back only)	\$ 220.00	\$ 187.00	\$ 154.00
Rear (back only) Paratransit Bus	\$ 75.00	\$ 64.00	\$ 53.00

NOTES:

Changes to fares are considered major changes and require a public hearing prior to approval.

Beginning in 2025, advertising on Moorhead buses will be sold by the City of Fargo at their established rates per our Interim Joint Powers Agreement.

Municipal Airport

	FEE 2024	FEE 2025
<u>Hangar Lease Rates (per month)</u>		
Hangar 1 - north	\$ 145.00	
Hangar 1 - south	\$ 160.00	
Hangar 2 - north	\$ 155.00	
Hangar 2 - south	\$ 170.00	
Hangar 3 - north	\$ 155.00	
Hangar 3 - south	\$ 170.00	
Hangar 4	\$ 225.00	
Hangar 4 with Storage	\$ 265.00	
Storage Space	\$ 78.00	
Apron Parking - if aircraft is not licensed and airworthy	\$ 15.00	Per day
Apron Parking - if aircraft is not moved for snow removal after 24 hour notice	\$ 15.00	Per day
Apron Parking - if parked more than 7 days without flight	\$ 15.00	Per day starting on day 8

Moorhead Public Service

	FEE 2024	FEE 2025
<u>Fire Hydrant (Penalties for unauthorized use)</u>		
1 st Violation for use without permit, not reporting weekly usage, or moving a hydrant meter	\$ 200.00	
2 nd Violation for use without permit or moving hydrant meter	\$ 500.00	
Repeated Violations	\$ 1,000.00	

Neighborhood Services

		FEE 2024	FEE 2025
<u>Rental Registration Annual Fees</u>			
Owner Occupied plus 1 Interior Unit	Base Building Fee	\$ 85.00	
	Incentive Reduction	\$ -	
1 Unit	Base Building Fee	\$ 150.00	
	Incentive Reduction	\$ (50.00)	
2 - 4 Units	Base Building Fee	\$ 190.00	
	Incentive Reduction	\$ (50.00)	
5 - 10 Units	Base Building Fee	\$ 230.00	
	Incentive Reduction	\$ (50.00)	
11-15 Units	Base Building Fee	\$ 275.00	
	Incentive Reduction	\$ (50.00)	
16-30 Units	Base Building Fee	\$ 285.00	
	Incentive Reduction	\$ (50.00)	
31-45 Units	Base Building Fee	\$ 350.00	
	Incentive Reduction	\$ (50.00)	
46-59 Units	Base Building Fee	\$ 400.00	
	Incentive Reduction	\$ (50.00)	
Over 60 Units	Base Building Fee	\$ 500.00	
	Incentive Reduction	\$ (50.00)	
<i>\$50 building fee reduction applicable to well-managed properties qualifying for self-inspection. Maximum 2 building fees per multifamily campus (co-located, same ownership, common appointment)</i>			
<u>Transfer of Ownership - must be reported but no fee will be charged</u>		N/C	
<u>Rental Registration Inspection Fees</u>	Initial Inspection	\$ -	
	Re-inspection	\$100 for first hour	Per Building
		\$100/hr thereafter	Per Building
<i>Administrative Penalties apply to property maintenance violations after the first re-inspection.</i>			
	Pre-purchase Inspection	\$ 100.00	
	Missed inspection/"no-show" fee	\$ 25.00	Per Building
	Second and subsequent missed inspection at same property	\$ 50.00	Per Building
	Cancellation/Reschedule fee	\$ 25.00	Per Building
<u>Late Registration Fees</u>	up to 30 days late (max \$50/building)	\$ 50.00	Per Building
	30 - 60 days late (max \$100/building)	\$ 100.00	Per Building
<i>Administrative Penalties apply to unregistered rental units more than 60 days past due.</i>			
Vacant building registration		\$ 400.00	

Neighborhood Services

FEE 2024

FEE 2025

Property Maintenance

The Moorhead City Council has adopted the following penalty structure for violations of the City Code set forth in Titles 3, 9, and 10

Violations	Hazardous Property Condition	\$	200.00
	Substandard Property Condition	\$	100.00
	Unregistered Rental Dwelling Units	\$	100.00
	Nuisances	\$	100.00
	Zoning Violations	\$	100.00
	Other Violations of City Code Titles 3, 9, or 10	\$	100.00
	Violations of Title 3, 9, or 10 affecting 5 – 20 parcels owned by the same property owner	\$	400.00
	Violations of Title 3, 9, or 10 affecting more than 20 parcels owned by the same property owner	\$	750.00
	Appeal - Filing Fee	\$	50.00

Fee noted is per violation. Continuing or repeat violations
subject to daily penalties. Maximum penalty per violation is
\$2,000.

Parks & Rec-Programs

		FEE 2024	FEE 2025
ADULT PROGRAMS			
<u>Fitness Programs</u>	All Levels Yoga	\$ 45.00	
<u>Ice Show Tickets</u>	Ages 3-11	\$ 6.00 Per Person	
	Ages 12+	\$ 9.00 Per Person	
<u>Kickball</u>	Adult Kickball	\$ 170.00 Per Team - Program Held	
<u>Open Gym (Ellen Hopkins & Good She Youth</u>		No Fee	
	Adults	\$ 5.00	
<u>Pickleball</u>	Pickleball Program	\$ 5.00 Per Person/Per Time	
	Pickleball Punchcard	\$ 40.00	
	Pickleball Program Daytime Seniors	No Fee	\$5
<u>Swimming Certification</u>	Lifeguard Certification	\$ 120.00 (free for those who work for Mhd)	\$ 130.00
	Lifeguard Review Course	\$75 (free to current employees)	\$ 80.00
	Swim Instructor Course (Mhd kids)	No Fee	
<u>Synchronized Swimming</u>		\$ 45.00	
<u>Lap Swim</u>	Class	\$ 25.00	
<u>Water Exercise</u>	6 - 12 sessions	\$30.00/65.00	
YOUTH PROGRAMS			
<u>Adaptive</u>	Adaptive Day Camp - 8 weeks	\$ 65.00	
	Adaptive Soccer	\$ 50.00	
	Adaptive Swimming Lessons	\$ 45.00	\$ 50.00
	Challengers Adaptive Baseball	\$ 50.00	
	Adaptive Sports Sampler	\$ 50.00	
<u>Baseball/Softball:</u>	T-Ball, Rookie, Pop-Up	\$55.00/\$82.50 Late Registration Fee 50% of Fee	\$60/\$85
	Big Bopper	\$ 50.00	
<u>Basketball</u>	Youth Basketball	\$50.00/\$75.00 Late Registration Fee 50% of Fee	\$60/\$80
	Mini Basketball	\$50.00/\$75.00	\$60/\$80
<u>CPR blended learning</u>		\$ 65.00	
<u>Football</u>	Youth Flag Football	\$55.00/\$82.00 \$5.00/\$7.50 Late Registration Fee 50% of Fee	\$60/\$85
<u>Golf</u>	Junior Golf Lessons	\$ 57.00	
	Lil Linkers	\$ 37.00	\$ 38.00
<u>Gymnastics</u>	Youth Gymnastics	\$ 50.00	

Parks & Rec-Programs

		FEE 2024	FEE 2025
<u>Neighborhood Park Programs</u>	Summer Park Program (at NRC's)	\$ 55.00 (2) 4 week sessions (1:30-5:00 pm)	\$ 60.00
	Tiny Treasures	\$20.00/\$30.00	
	Art Camps	\$36.00/\$40.00	
	Various Art Classes	\$10.00-\$15.00	
	After School Adventures (Romkey Park)	No Fee CDBG Funded	
<u>Red Cross Babysitting Course</u>		\$ 70.00	\$ 75.00
<u>Skateboarding</u>	Camp Registration	\$ 50.00	
	Gear Rental/Camp	\$ 10.00	
<u>Skating Lessons</u>			
Skate with Us	Tots 3+	\$ 43.00	
	Levels 1 – 6	\$ 47.00	
	Hockey Skills, Novice	\$ 55.00	
	Adults	\$ 60.00	
	Novice Patch	\$ 52.00	
Advanced Skaters Ice Time	Season Fee Packages	\$125.00/\$395.00	
<u>Sports Sampler</u>	Ages 3-6	\$ 40.00	\$ 45.00
	Family Sports Day	Per kid / per day	\$5.00
<u>Swimming Lessons</u>			
Learn to Swim	Preschool	\$ 50.00	
	Level 1-6	\$ 50.00	
	Parent/Child	\$ 35.00	
	Private Swim Lessons	\$ 55.00 Four 30-min sessions	
<u>Tae Kwon Do</u>	Advanced/Beginner/Black Belt-Adult	\$ 75.00	\$ 80.00
<u>Tennis Lessons</u>	Beginners	\$ 45.00	
	Junior Varsity	\$ 55.00	
	Varsity	\$ 55.00	
	Pee Wee	\$ 40.00	
<u>Volleyball</u>	Youth Coed Volleyball	\$ 60.00	
<u>Winter Outdoor Rinks at NRC's</u>		No Fee	
<u>Canoe/Kayak</u>	Rentals	\$ 10.00 Per Vessel, Per Hour	
	Excursions (Single)	\$ 15.00 Per Person	
	Excursions	\$ 10.00 Providing own Vessel	
<u>Cross Country Ski</u>	Family Ski Rental	\$ 40.00	
	Ski Package	\$ 15.00	
	Snowshoe Rental	\$ 10.00	
	Snowshoe Family Rate	\$ 25.00	
	Headlamp rental *new*	\$ 5.00	
<u>Advertising</u>		Brochure Digital Only	
Parks & Rec Program Brochure	Back Page Ad	\$ 500.00	
	Full Page Ad	\$ 400.00	
	1/4 Page Ad	\$ 200.00	
	1/2 Page Ad	\$ 300.00	

Parks & Rec-Programs

Fees	FEE 2024		FEE 2025
	Celtic Fest - Event Booth	\$ 75.00 Per Booth - reduce, smaller	\$ 85.00
	Farmers Market Vendor	\$ 85.00 Per Season	
	Event Vendor Fee	\$ 25.00 Per Booth	
	Sleigh Rides	\$ 5.00 Per Person	
	Doggy Dip	\$ 5.00	
	Community Rummage Sale	\$ 35.00	
	Community Rummage Sale - table fee	\$ 10.00	

Parks & Rec-Facilities & Equip

		FEE 2024	FEE 2025
<u>Centennial Softball/Baseball Complex</u>			
Additional Drag		\$ 25.00 Per Drag	
Additional Staff		\$ 20.00 Per Hour	\$ 25.00
Lacrosse		\$ 2,825.00	
Light Usage		\$ 25.00 Per Hour/Per Wheel	
Moorhead Crush - fastpitch field per day		\$ 40.00	\$ 45.00
Moorhead Crush - fastpitch per team			\$ 185.00
Moorhead Crush - fastpitch field per day	Tournament	\$ 55.00	\$ 60.00
Moorhead Softball Assoc/Adult Team/Adult Church	Association Season Fee	\$ 300.00 Per Team	\$ 310.00
	Field Rental Tournament	\$ 60.00 Per Field/Per Day	
Moorhead Youth Baseball		\$ 181.00 Per Team	\$ 185.00
	4 Fields (Tournament)	\$ 160.00 Per Day	
		No fee if they do fields	
	8 Fields (Tournament)	\$ 300.00 Per Day	
		No fee if they do fields	
	Fall League	\$ 90.00 Per Team	
Non-Association Youth	1 Field	\$ 55.00 Per Game	\$ 60.00
	4 Fields (Tournament)	\$ 275.00 Per Day	\$ 300.00
	8 Fields (Tournament)	\$ 475.00 Per Day	\$ 500.00
Non-Association Baseball Field Rental (NRC)		\$40 Per Day	
Advetising Revenue MYB fee to field use			City 15%
Concession Building Lease-Annuual			\$ 500.00
End of Year Concession Clean Up (resp of groups)		\$100	
Damage to Turf During Event from Vehicles		\$100	
Repair to Turf		\$40 Per Hour	
Clean Restrooms (resp of groups)		\$40	
<u>Hjemkomst Center</u>			
Room Rentals	Oak (Mon - Thurs)	\$145 - \$240	
	Auditorium & Oak (Mon-Thurs)	\$260 - \$520	
	Auditorium & Oak (Fri - Sat - Sun)	\$600-\$1000	
	Ship Gallery (Mon-Thurs)	\$250	
	Ship Gallery (Fri - Sunday)	\$275	
	Auditorium, Oak & Pine (Fri)	\$735 - \$1150	
	Auditorium, Oak & Pine (Sat)	\$735 - \$1225	
	Stave Church	\$ 300.00	
	Festival Rate (Scandinavian Fest contract, per day)	\$ 1,725.00	\$ 2,225.00
	Winter Rates (Discounted Rental/Weekends)	up to 35%	remove
	Room Deposit (Mon-Thurs)	\$100.00 Per Room	
	Room Deposit (Fri-Sat)	\$ 500.00	
	Stave Church Deposit	\$ 300.00	
	Festival Deposit	\$ 1,000.00	
	Additional Set-Up	\$ 50.00	
	Multi-Media Projector	\$30.00-\$45.00	
	Tenant Rate		50%
	Security	\$ 100.00 4 Hours	
	Stage	\$75.00-\$125.00	
	Coffee	\$25.00-\$75.00	
	Damage/Excessive Clean Up	\$ 100.00 Minimum	
	Dishwasher Use	\$ 50.00	
ISD #152 Baseball/Softball Fields	Set-up Fee (Drag/Paint)	\$ 50.00 Per Game/Per Field	
	use free		
Matson Field Reservation	American Legion	\$ 62.00 Per Game	
	Amateur Baseball (Non Assoc)	\$ 100.00 Per Game	

Parks & Rec-Facilities & Equip

		FEE 2024		FEE 2025
Youth	\$	55.00	Per Game	
Double Header	\$	100.00	Per Use	
Tournament - 3 or more	\$	130.00	3 or More	
Concession Building Rental	\$	500.00	Per Concession Stand	
Light Usage	\$	25.00	Per Hour	
Additional Drag	\$	25.00	Per Drag	
Additional Staff	\$	20.00	Per Hour	\$ 25.00

Parks & Rec-Facilities & Equip

		FEE 2024	FEE 2025
<u>Municipal Pool</u>			
Daily Admission	Youth/Adult	\$ 3.00	
	Lap Swim	\$ 3.00	
	Individual Season Pass (Youth/Adult)	\$ 50.00	
	Family Season Pass	\$ 120.00	
Marlins Pool Rental	Rental (5 days a week)	\$ 1,542.00	pool closed in 2025 No rental 2025
Municipal Pool Rental		\$ 70.00	
Wading Pools	Daily Admission	No Fee	
	Rental	\$ 40.00 Per Hour	
<u>Neighborhood Recreation Center Rental</u>		\$ 50.00 Per Hour (Max \$200 /Day)	
<u>Park Shelter Reservation</u>			
	MB and Gooseberry Park Large Shelter	\$ 250.00 4 hours	
		\$ 400.00 8 hours	
		\$ 550.00 11 hours	
	Gooseberry Park Small Shelter 4 hours	\$ 200.00 Per Day	
	Gooseberry Park Small shelter 8 - 11 hours	\$25 per hr after 4 hours	
	M.B. Johnson Small Park Shelter 4 hours	\$ 250.00 Per Day	
	M.B. Johnson Small Park Shelter 8 - 11 hrs	\$25 per hr after 4 hours	
	Early Open Fee 7 a.m.	\$ 25.00 Per Hour	
<u>Southside Regional Fields</u>			
	Youth Soccer Association Season (restructure per field)	\$ 10.00 Per Field/Per Hour	
	Youth Soccer Tournaments	\$ 40.00 Per Field/Per Day	
	Adult Master Soccer	\$ 25.00 Per Player	
	Fusion - Non Association Multiple	\$ 25.00 Per Field/Per Hour	
	Association Baseball: Single Use	\$ 45.00 Per Field/Per Hour	
	Association Baseball/Softball: 4 fields	\$ 160.00 Per Day	
	Non Association Baseball: Single	\$ 60.00 Per Field/Per Day	
	Non Association Baseball: Tournament 4	\$ 225.00 Per Day	
	Additional Drag	\$ 25.00 Per Drag	
	Additional Staff	\$ 20.00 Per Hour	\$ 25.00
	Turf Damage	\$ 100.00	
	Turf Repair	\$ 40.00 Per Hour	
	FM Athletics Youth Football	\$ 2,825.00 Per Year	\$ 2,910.00
<u>Advertising</u>			
Miracle Field	Fence Line Advertising	\$ 350.00	
Moorhead Golf	Scorecards	\$ 550.00 Per Ad	\$ 575.00
	Tee Markers	\$ 400.00	
<u>Late Penalties</u>			
Contract	10 Days Overdue	5%	
	30 Days Overdue	10%	
	Interest Per Annum	7%	

Parks & Rec-Golf

		FEE 2024		FEE 2025	
<u>Green Fees</u>					
Weekday - 9 Holes	Junior/Senior	\$	16.00	Restricted before 1:00 pm	\$ 17.00
	Adult	\$	24.00		\$ 25.00
Weekday - 18 Holes	Junior/Senior	\$	25.00	Restricted before 1:00 pm	\$ 26.00
	Adult	\$	35.00		\$ 38.00
Weekend - 9 Holes	Junior/Senior	\$	16.00	Restricted after 4:00 pm	\$ 17.00
	Adult	\$	24.00		\$ 25.00
Weekend - 18 Holes	Junior/Senior	\$	25.00	Restricted after 4:00 pm	\$ 26.00
	Adult	\$	35.00		\$ 38.00
6-Hole (Meadows only)		\$	17.00		
Twilight (4:30pm-close Friday/Saturday/Sunday Only)		\$	24.00		\$ 25.00
18 Hole play required Friday 12:00 p.m. - 3:00 p.m., Saturday and Sunday 9:00 a.m. - 3:00 p.m.					
<u>Frequent Players Card</u>		\$	36.00		\$ 40.00
\$3 off 9-hole rounds; \$5 off 18 hole rounds					
Good at both courses and allows for three-day advanced tee time reservation.					
<u>Season Passes</u>					
Junior (Under 18 years of age)	Both Courses	\$	250.00		\$ 300.00
Restricted Pass	Single Course	\$	500.00		\$ 550.00
	Both Courses	\$	600.00		\$ 650.00
Restricted Passholders must tee off before 1:00 p.m. weekdays and after 4:00 p.m. weekends.					
Restricted College Pass	Single Course	\$	500.00		\$ 550.00
	Both Courses	\$	600.00		\$ 650.00
Restricted College Passholders must tee off before 3:00 p.m. weekdays and after 2:00 p.m. weekends.					
Non-restricted Pass	Single Course	\$	700.00		\$ 750.00
	Both Courses	\$	800.00		\$ 850.00
Household	Single Course	\$	1,125.00		\$ 1,225.00
	Both Courses	\$	1,225.00		\$ 1,325.00
Gold Pass		\$	1,600.00		\$ 1,700.00
<u>Rentals:</u>					
Village Green/Meadows	9 Holes	\$	11.00	Per Person	\$ 12.00
	18 Holes	\$	18.00	Per Person	\$ 19.00
	6 Holes	\$	8.00	Per Person	
Pull Cart Fee (per cart)		\$	3.00		\$ 5.00
Golf Club Rental		\$	7.00		\$ 10.00

Parks & Rec-Golf

		FEE 2024	FEE 2025
<u>Private Cart Use</u>	Annual	\$ 380.00	\$ 425.00
<u>Driving Range</u>	Jr. Basket	\$ 3.50	\$ 4.00
	Basket	\$ 7.00	\$ 8.00
	Punch Card (30 punches)	\$ 140.00	\$ 160.00
<u>Tournament Fees</u>	9-Holes	\$15.00-\$23.00	\$17-\$25
	Weekend 9-Holes	\$16.00-\$24.00	remove
	18-Holes	\$23.00-\$35.00	\$26-\$36
	Weekend 18-Holes	\$24.00-\$35.00	remove
Course Improvements Surcharge (included in cost of green fee or pass)	9-Holes	\$ 0.75	
	18-Holes	\$ 1.00	
	Per Pass	\$ 30.00	
Morning Special		\$ 35.00	\$ 36.00

Pest Control

	FEE 2024	FEE 2025
<u>Pest Control</u>		
Animal Control	\$ 0.50	
Right of Way Maintenance	\$ 1.70	
Mosquito Control	\$ 1.06	
Pest Control Total	<u>\$ 3.26</u> Per month	<u></u>

Planning & Zoning

	FEE 2024	FEE 2025
<u>General</u>		
Annexation Request	\$ 500.00	
Comprehensive Plan Map Amendment	\$ 250.00	
Combined Comprehensive Plan Map Amendment/Rezoning Request	400.00	
Conditional Use Permit / Variance / Appeal	\$ 200.00	Each
Combined Conditional Use Permit / Variance	\$ 300.00	
Provisional Use Appeal	\$ 175.00	
Zoning Amendment (text or map)	\$ 250.00	
Planned Unit Development (PUD)	\$ 300.00	
Planned Unit Development (PUD) Amendment	\$ 300.00	
House Moving Request (within City limits)	150.00	
<u>Signs</u>		
Portable & High Impact Signs		
Sign Placement Fee	\$ 15.00	
Permanent Signs	\$ 25.00	
<u>Subdivisions</u>		
Plats / Replats (Subdivision of Land)	\$ 500.00	
Minor Subdivision	\$ 250.00	
<u>Administrative Subdivisions</u>		
Boundary Line Adjustment	\$ 100.00	\$100.00. Multiple adjustments which are adjacent and on the same survey are no additional cost
Single Parcel Split (Twinhome)	\$ 100.00	\$100.00. Multiple splits which are adjacent and on the same survey are no additional cost
<u>Vacations</u>		
Vacation (right-of-way, easements)	\$ 350.00	Per application

Police Department

FEE 2024				FEE 2025	
<u>Animal Control</u>					
Licenses					
	Dogs and Cats	\$	5.00		
	Dogs and Cats spayed and Neutered	\$	5.00		
Room/Board	Dogs	\$	30.00 Per Day	\$	31.00
	Cats	\$	23.00 Per Day	\$	24.00
Impound	Spayed / neutered	\$	40.00		
	Non-spayed/neutered	\$	40.00		
No License Penalty Fee		\$	50.00		
Potentially Dangerous Dog		\$	200.00		
Dangerous Dog Registration		\$	500.00		
Chicken Annual Permit Fee		\$	10.00		
<u>General</u>					
Incident Reports	One copy free to victim of report	\$	0.25 Per page black & white copies		
Handling Fee		\$	2.00		
Record Checks	Fee for staff locating records per citizen request	\$	10.00		
CD		\$	5.00		
DVD		\$	5.00		
USB				\$	5.00
Photos		\$	5.00 Plus Actual Costs of Reprints		
Digital Photos		\$	5.00 plus \$.50 per page		
911 Type Transcripts		\$	30.00 Per hour (1 hr. minimum)		
Audio Recording Transcribed		\$	30.00 Per hour (1 hr. minimum)		
Staff Time - Data Requests (to include BWC/MVR)					\$30/hour
Server Training		\$	15.00		
Unfounded Alarm	More than 3 within Calendar Year	\$	150.00 Per Alarm Call after 3		
ATV Permits/3 Year		\$	30.00		
<u>Impound Fees</u>		\$	120.00 \$25.00/Day Storage Charge		
Possible additional charges by the towing firm for extra work performed to complete the impound, e.g. dollying, winching, etc.					
<u>Parking</u>					
Parking Violations		\$	25.00		
Late Penalty	7-14 days	\$	10.00		
	14-30 days	\$	10.00		
	over 30 days	\$	10.00		
Fire Lane Parking Violation		\$	40.00		
Late Penalty	7-14 days	\$	10.00		
	14-30 days	\$	10.00		
	over 30 days	\$	10.00		
Handicap Parking Violation		\$	200.00		
Late Penalty	7-14 days	\$	25.00		
	14-30 days	\$	25.00		
	over 30 days	\$	25.00		
Residential Parking Permit Replacement Fee		\$	25.00		
Graffiti Removal			Actual Cost		
MN Crime Free Multi-housing program class		\$	50.00		

Police Department

FEE 2024

FEE 2025

Police Services for Private Events

Sporting Events

Traffic Control

Parades/Dances

All Other

Actual Employee Cost w/ Benefits per Hour

Actual Employee Cost w/ Benefits per Hour

Actual Employee Cost w/ Benefits per Hour

Actual Employee Cost w/ Benefits per Hour

Sanitation

Commercial Garbage Service													
FEE 2024							FEE 2025						
Cubic Yards	once per week	Collection Frequency					Cubic Yards	once per week	Collection Frequency				
		2x week	3x week	4x week	5x week	6x week			2x week	3x week	4x week	5x week	6x week
1	\$45.03	\$79.06	\$113.08	\$147.08	\$181.12	\$215.13	1	\$46.83	\$82.22	\$117.60	\$152.96	\$188.36	\$223.74
2	\$56.67	\$100.69	\$144.71	\$188.73	\$232.75	\$276.78	2	\$58.94	\$104.72	\$150.50	\$196.28	\$242.06	\$287.85
3	\$71.33	\$125.36	\$179.39	\$233.42	\$287.44	\$341.45	3	\$74.18	\$130.37	\$186.57	\$242.76	\$298.94	\$355.11
4	\$86.22	\$149.25	\$213.27	\$277.30	\$341.32	\$405.27	4	\$88.63	\$155.22	\$221.60	\$288.39	\$354.97	\$421.48
6	\$111.94	\$195.96	\$280.00	\$364.03	\$448.05	\$531.46	6	\$116.42	\$203.80	\$291.20	\$378.59	\$465.97	\$552.72
8	\$138.71	\$243.74	\$347.78	\$451.81	\$555.85	\$659.87	8	\$145.30	\$253.49	\$361.69	\$469.88	\$578.08	\$686.26

*All prices include a 17% MN Solid Waste Management Tax

*For multiple containers, find the single container rate using the table above and multiply by the # of containers

Extra Container Dumps

2 Yard	\$ 22.00
3 Yard	\$ 33.00
4 Yard	\$ 44.00
6 Yard	\$ 66.00

Miscellaneous Commercial Charges

Small business (96 Gallon Cart)	\$ 25.00
Container drop off (1YD - 8 YD)	\$ 35.00
Container exchange (1YD - 8 YD)	\$ 35.00
Container cleaning	\$ 25.00
Dumpster return trip fee	\$ 25.00
Dumpster moving fee (per tip to allow dumping)	\$ 15.00

\$ 35.00

Sanitation

		FEE 2024	FEE 2025
<u>Roll-off Containers (trash only)</u>			
Container Rental (per week after 2 weeks)		\$ 50.00	
+ Trip Fee	Per trip	\$ 200.00	\$ 210.00
+ Disposal Fee (minimum fee) Up to 4 tons		\$ 212.00	\$ 224.00
Up to 6 tons		\$ 318.00	\$ 336.00
Up to 8 tons		\$ 425.00	\$ 448.00
Additional per ton		\$ 53.00	\$ 56.00
+ Overhead Fee		10%	
+ Solid Waste Management Tax (of cont rent, trip & disp)		17%	
<u>Roll-off Containers (trash / building materials mixed)</u>			
Container Rental (per week after 2 weeks)		\$ 50.00	
+ Trip Fee	Per trip	\$ 200.00	\$ 210.00
+ Disposal Fee (minimum fee) Up to 4 tons		\$ 400.00	
Up to 6 tons		\$ 600.00	
Up to 8 tons		\$ 800.00	
Additional per ton		\$ 59.00	
+ Overhead Fee		10%	
+ Solid Waste Management Tax (of cont rent, trip & disp)		17%	
<u>Compactor Containers (stationary)</u>			
+ Container Rent	Per c.y.	\$ 2.50	
+ Trip Fee	Per trip	\$ 200.00	\$ 210.00
+ Disposal Fee	Per c.y.	\$ 12.00	
+ Overhead Fee		10%	
+ Solid Waste Management Tax (of cont rent, trip & disp)		17%	
<u>Demolition Materials Roll-Off (no trash)</u>			
Trip Fee		\$ 200.00	\$ 210.00
Disposal Costs (per yard)		\$ 15.65	\$ 16.00
Overhead fee		10%	
Solid waste management fee (non-compacted c.y.)		\$ 0.60	
Container Rental (per week after 2 weeks)		\$ 50.00	

Sanitation

	FEE 2024	FEE 2025
Residential Garbage Service - Monthly Rates (Solid Waste Tax of 9.75% will be added to the rates below)		
48 Gallon Tote	\$ 10.86	\$ 11.29
64 Gallon Tote	\$ 13.50	\$ 14.04
96 Gallon Tote	\$ 19.08	\$ 19.84
Apartments	\$ 10.86	\$ 11.29
*For multiple lots, add monthly charges for each to determine total monthly charge		
Recycling (Non-Taxable Fee)	\$ 4.84	\$ 5.03
Recycling Multi-Family Residential (Non-Taxable Fee)	\$ 4.84	\$ 5.03
Prepaid Yellow Bags	\$ 30.00	
Extra Garbage not in Prepaid Yellow Bags	\$ 20.00	
Extra Garbage in Tote Above Rim of Container	\$ 20.00	
Return To Pick Tote Not at Curb	\$ 20.00	
Tote Clean-up	\$ 20.00	\$ 25.00
Tote Exchanges (Home Owner Picked Up at Sanitation)	\$ 15.00	
Tote Exchanges (Sanitation Delivers to Curb)	\$ 25.00	
<u>Compost Site Charges</u>		
Compost (Free to Clay County Residents, 2 Yard Maximum)	\$ 10.00	
Black Dirt (as Available)	\$ 10.00	
Ground Wood Chips	Free	
Street Sweepings (unscreened)	\$ 1.00	
Street Sweepings (screened)	\$ 3.00	
Yard waste brought from Clay County Cities	\$ 6.00	\$ 6.50
<u>Miscellaneous Charges</u>		
Curtside Pick Up of Extra Items	\$ 25.00	
Mattresses/Box Springs	\$ 16.00	
Furniture, per piece	\$ 16.00	
Appliances	\$ 30.00	
Appliances with Freon	\$ 35.00	\$ 40.00
Non-residents		
		Double above rates

Wastewater-Stormwater

	FEE 2024	FEE 2025
<u>Wastewater Disposal</u>		
Residential Customer Charge	\$ 22.42 Per month	\$ 23.54
Residential Flow Charge	\$ 2.82 Per CCF	\$ 2.96
	\$ 3.77 Per 1,000 gal	\$ 3.96
<i>Volume charges are based on actual monthly water use. Volume charges are based on the lesser of actual monthly water use or a maximum of 1.5 times the average water use of November, December, January, February, March, and April, excluding months with no usage. Monthly water use is assumed to be 600 CF for new customers with no water use for some or all winter months, and customers without water service.</i>		
Multiple Family Tenant	\$ 22.42 Per month	\$ 23.54
Multiple Family Dwelling	\$ 2.82 Per CCF	\$ 2.96
	\$ 3.77 Per 1,000 gal	\$ 3.96
<i>Volume charges are based on actual monthly water use. Wastewater charges are not applied to (or credits may be issued for) separately metered, non-sewered water use.</i>		
Commercial Customer Charge	\$ 22.42 Per month	\$ 23.54
Commercial Flow Charge	\$ 2.82 Per CCF	\$ 2.96
	\$ 3.77 Per 1,000 gal	\$ 3.96
<i>Volume charges are based on actual monthly water use. Wastewater charges are not applied to (or credits may be issued for) separately metered, non-sewered water use.</i>		
Industrial		
Customer Charge	\$ 22.42 Per month	\$ 23.54
Flow Charge	\$ 3,675.68 Per MG	\$ 3,859.46
BOD Surcharge ¹	\$ 820.55 Per 1,000 lbs	\$ 861.58
BOD Surcharge ²	\$ 655.29 Per 1,000 lbs	\$ 688.05
TSS Surcharge	\$ - Per 1,000 lbs	
¹ BOD and TSS surcharges apply to loadings at concentrations of 300 - 1,000 mg/L.		
² BOD surcharge applies to loadings at concentrations greater than 1,000 mg/L.		
<u>Sanitary Sewer Connection Charges</u>		
Based on water meter size. Fee applies to a new connection, or existing connection if the water meter size is increased.		
5/8 and 3/4 inch water meter	\$ 477.41	\$ 491.73
1 inch water meter	\$ 668.37	\$ 688.42
1-1/2 inch water meter	\$ 859.33	\$ 885.11
2 inch water meter	\$ 1,384.47	\$ 1,426.00
3 inch water meter	\$ 5,251.46	\$ 5,409.00
4 inch water meter	\$ 6,683.67	\$ 6,884.18
6 inch water meter	\$ 10,025.51	\$ 10,326.28
8 inch water meter	\$ 13,844.75	\$ 14,260.09
<u>Sump Pump Program Waivers</u>		
Seasonal Waiver	\$ 30.00 Per year	
Non-seasonal Waiver	No Charge	
<u>Storm Water Utility</u>		
Residential	\$ 10.31 Per month	\$ 10.41
Multiple Family Tenant	\$ 10.21 Per month	
Commercial/Industrial	\$ 10.31 Per base unit	\$ 10.41
Commercial/Industrial Min	2 Base unit	
Commercial/Industrial Max	23 Base units	25
Commercial/Industrial Min	\$ 20.62 Per month	\$ 20.82
Commercial/Industrial Max	\$ 237.13 Per month	\$ 260.25
<i>A base unit is the average impervious surface area associated with a single family residential property.</i>		
<u>Hauled Wastewater/Septage Disposal Service Charge</u>	\$ 75.00 Per 1,000 gallons	

Wastewater-Stormwater

		FEE 2024	FEE 2025
<u>Equipment Rates (one hour minimum)</u>			
Combination Jet/Vac Truck & Operators	Landfill tip fee billed separately	\$ 350.00	Per hour
Pressure Jet Machine w/Service Truck & Operators		\$ 140.00	Per hour
Semi-Tractor w/Tanker & Operator		\$ 170.00	Per hour
Sludge Applicator & Operator		\$ 210.00	Per hour
14" Crisafulli Pump w/Tractor		\$ 200.00	Per hour
6-inch Pump		\$ 200.00	Per hour
4-inch Pump		\$ 125.00	Per hour
3-inch Pump		\$ 100.00	Per hour
2-inch Pump		\$ 75.00	Per hour
300 KW Generator		\$ 90.00	Per hour
135 KW Generator		\$ 60.00	Per hour
25 – 60 KW Generator		\$ 30.00	Per hour
Portable Compressor		\$ 42.00	Per hour
 <u>Sewer Plugs (one week minimum)</u>			
	42" - 60"	\$ 150.00	Per week
	30" - 42"	\$ 100.00	Per week
	15" - 24"	\$ 50.00	Per week
	6" - 12"	\$ 25.00	Per week
 <u>Wastewater Testing and Analysis</u>			
	BOD5 (Total and/or Carbonaceous)*	\$ 39.00	
	Total Suspended Solids*	\$ 27.00	
	pH	\$ 16.00	
	Ammonia Nitrogen*	\$ 31.00	
	Sample Collection Fee **	\$ 40.00	

* Certified Analytes

Sample analysis for regulatory reports not prepared by the City will not be performed.

** Applies to samples picked up by WWSD staff within a ten (10) mile radius of the WWTF.

Street Light Utility

<u>Street Lights</u>	FEE 2024		FEE 2025
Residential	\$	4.00 Per month	
Multiple Family	\$	4.00 Per month	
All Others	\$	4.00 Per month	