May 21, 2025
City of Wilton
Agenda

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Meeting Minutes
5. Approve BOE Meeting Minutes
6. Finalize Agenda
7. City Maintenance Report
   A. McLean Ave. Water Main

8. Old Business
   A. Drive Arounds
   B. Police Contract
      a. 2025
      b. 2026
   C. Hall Roof - Update

9. New Business
   A. Jamie Shurhamer
   B. Ordinance for Slide-outs
   C. Sales Tax Contract
   D.
   E.

10. Reports
11. Bills
12. Adjournment

May 7, 2025
Unofficial Minutes

A regular meeting of the Board of City Commissioners was held on May 7, 2025, at 7:00 p.m. at the City Meeting Room. Present Commissioners John Clausen, Bernell Hedstrom, Lisa Hedstrom, Mike Schmit and Pres. LeeAnn Domonoske-Kellar.

Motion made by Schmit and seconded by Clausen to approve the meeting minutes from April 16, 2025 as presented. All present voted aye, motion carried.

Motion made by L. Hedstrom and seconded by B. Hedstrom to approve the special meeting minutes from April 17, 2025 as presented. All present voted aye, motion carried.

Motion made by Schmit and seconded by Clausen to approve the agenda with the addition of Memorial Hall, Police Contract and Roads under old business. All present voted aye, motion carried. All present voted aye, motion carried.

Public works supervisor Dean Larson reported the aerator pump for the Wilton Pond was beginning to fail and has already been rebuilt several times. **Motion made L. Hedstrom and seconded by Schmit** to purchase a new aerator pump for the Wilton Pond. All present voted aye, motion carried.

Pres. Domonoske-Kellar reported that a third-party insurance adjuster will be coming to look at the Memorial Hall roof.

Motion made Clausen and seconded by Schmit to rescind the motion from April 17, 2025 special meeting to hire Pheniox Construction to repair the Memorial Hall roof. All present voted aye, motion carried. Comm. Schmit will reach out to roofing company for bids.

Comm. B. Hedstrom has been talking with McLean County Sheriffs office about the 2026 Police contract. Sheriff Kurzman offered to lower the contract hour for Wilton from 11 hours per day to 7 hours per day effective June 1, 2025. **Motion made by B. Hedstrom and seconded by Clausen** to approve changing the 2025 Police contract from 11 hours per day to 7 hours per day. All present voted aye, motion carried.

The Commission also discussed the discrepancies in the monthly report to the annual report provided by McLean County Sheriffs Office. The annual report had an additional 360 hours not on the monthly reports from January to November 2024. The Sheriffs office is looking into issue.

Motion made by B. Hedstrom and seconded by Clausen to approve moving permit application for Val Power to move a modular home to 510 Minnesota Avenue. All present voted aye, motion carried. The Zoning board approved the permit on May 5, 2025.

Motion made by Clausen and seconded by L. Hedstrom to approve Lodee Arnold with the Festival of Lights request to plant a new tree in the northwest corner of the Wilton Pond green space. All present voted aye, motion carried.

The Commissioners will do the first drive arounds of the year for ordinance compliance and will make their reports at the May 20, 2025 meeting.

Motion made by Clausen and seconded by B. Hedstrom to pay bills as presented. Roll call vote. Aye: Comm. Clausen, B Hedstrom, L. Hedstrom, Schmit and Pres. Domonoske-Kellar. Motion carried.

With no other items for discussion Pres. Domonoske-Kellar declared the meeting adjourned at 7:33 p.m.

-99565 Visa 1,465.65
-89503 NDPERS 185.00
-89502 NDPERS 2,296.36
-89501 US Treasury 3,413.44
22171 Nabco 81.52
22172 Advanced Business Methods 129.78
22173 SCRWD 13,855.96
22174 Capital City Restaurant Supply 500.00
22175 County of Burleigh 5,623.41
22176 Ottertail Power 2,775.53
22177 Ryland Manufacturing 182.00
22178 ND One Call 2.35
22179 Montana Dakota Utilities 632.36
22180 Dennis Dockter 1,564.72
22181 Lori Grey 480.22
22182 Dean Larson 1,756.79
22183 Pattie Solberg 2,000.00
22184 Tru Community Bank 410.00
22185 Tru Community Bank 100.00

Pattie Solberg, City Auditor

LeeAnn Domonoske-Kellar, Pres.

May 7, 2024

Unoffical Minutes

A Board of Equalization meeting of the Board of City Commissioners was held on May 7, 2025 at 6:45 p.m. at the City Meeting Room. Present were Pres. LeeAnn Domonoske-Kellar, Commissioners John Clausen, Bernell Hedstrom, Lisa Hedstrom and Mike Schmidt.

Motion made by L. Hedstrom r and seconded by Clausen to accept the 2025 property values proposed by the assessor, Ryan Oberg, which included a 5% county-wide increase to residential structures and a 3% increase to commercial structures in McLean County and Burleigh County. Other changes in property values for 2025 were due to either new construction, demolition, property improvement, or a change in status from exempt to non-exempt, as illustrated on the Change in True and Full Value supplemental provided by the assessor. All present voted aye, motion carried.

Pres. Domonoske-Kellar declared the meeting adjourned at 6:54 p.m.

Pattie Solberg, City Auditor

LeeAnn Domonoske-Kellar, Pres.

LAW ENFORCEMENT SERVICES MEMORANDUM OF AGREEMENT

THIS LAW ENFORCEMENT SERVICES MEMORANDUM OF AGREEMENT ("AGREEMENT"), dated ____________, 2025_, between McLean County (the "County"), by and through its Sheriff, whose address is 712 5th Avenue, Washburn, North Dakota 58577-1108, and the City of ___Wilton___ (the "City).

TERMS

1. The McLean County Sheriff (the "Sheriff") will provide law enforcement services within the corporate limits of ___Wilton___. These services include:

a. The duties and functions within the jurisdiction of the McLean County Sheriff's Office under the state laws of North Dakota.

b. Enforcement of city ordinances; the City does hereby empower the McLean County Sheriff's Office to exercise all police powers and duties of city police officers while enforcing local ordinances. The McLean County Sheriff's Department will investigate and address ordinance violation complaints, and will proactively enforce ordinance violations for specific circumstances agreed to by the Sheriff and the City.

c. The County shall provide _1,281.00_ hours of dedicated law enforcement service to the City. Hours of service will be tracked by the Sheriff's Office through calls for service and provided to the City at their request. The annual cost of the contract to the City shall be ___$33,920.88___.

d. This contract's effective dates are June 1, 2025, to December 31, 2025. The County will send the annual contracts to the City by May 1st of each year and the City will agree to or deny the contract by May 16, 2025. Payment for the contract will be made by the City by June 10, 2025 unless other payment arrangements are made with the County, such as monthly or quarterly payments. The County reserves the right under the contract to withhold any delinquent payments from other disbursements allowed to the City by other sources if the City becomes delinquent in its agreed upon payment terms.

e. If either the County or the City wants to withdraw from the following years annual police contract, it will provide the other party written notice of that before July 1st of that year, and earlier, if possible. The County agrees to have officials appear before the City Commission/Council to discuss the police contract or other law enforcement issues when requested by the City to do so.

IN WITNESS WHEREOF, the City of ___Wilton___, by resolution duly adopted by it City Commission/Council, caused this agreement to be signed by its Mayor and attested by its City Auditor, and the County of McLean, by order of its Board of County Commissioners, has agreed to the same.

______________________________ ____________________________________

City Auditor Mayor

______________________________ ____________________________________

County Auditor Chairman, County Commissioners

Approved as to Form:

____

State's Attorney

Select Payment Option

Pay In Full ☐

Monthly Payments

$ 5,653.48 ☐

Quarterly Payments

$ 16,960.44 ☐

LAW ENFORCEMENT SERVICES MEMORANDUM OF AGREEMENT

THIS LAW ENFORCEMENT SERVICES MEMORANDUM OF AGREEMENT ("AGREEMENT"), dated ____________, 2025_, between McLean County (the "County"), by and through its Sheriff, whose address is 712 5th Avenue, Washburn, North Dakota 58577-1108, and the City of ___Wilton___ (the "City).

TERMS

1. The McLean County Sheriff (the "Sheriff") will provide law enforcement services within the corporate limits of ___Wilton___. These services include:

a. The duties and functions within the jurisdiction of the McLean County Sheriff's Office under the state laws of North Dakota.

b. Enforcement of city ordinances; the City does hereby empower the McLean County Sheriff's Office to exercise all police powers and duties of city police officers while enforcing local ordinances. The McLean County Sheriff's Department will investigate and address ordinance violation complaints, and will proactively enforce ordinance violations for specific circumstances agreed to by the Sheriff and the City.

c. The County shall provide _2555.00_ hours of dedicated law enforcement service to the City. Hours of service will be tracked by the Sheriff's Office through calls for service and provided to the City at their request. The annual cost of the contract to the City shall be ___$69,010.56___.

d. This contract's effective dates are January 1, 2026, to December 31, 2026. The County will send the annual contracts to the City by May 1st of each year and the City will agree to or deny the contract by July 1st of that year. Payment for the contract will be made by the City by January 10th of the upcoming year unless other payment arrangements are made with the County, such as monthly or quarterly payments. The County reserves the right under the contract to withhold any delinquent payments from other disbursements allowed to the City by other sources if the City becomes delinquent in its agreed upon payment terms.

e. If either the County or the City wants to withdraw from the following years annual police contract, it will provide the other party written notice of that before July 1st of that year, and earlier, if possible. The County agrees to have officials appear before the City Commission/Council to discuss the police contract or other law enforcement issues when requested by the City to do so.

IN WITNESS WHEREOF, the City of ___Wilton___, by resolution duly adopted by it City Commission/Council, caused this agreement to be signed by its Mayor and attested by its City Auditor, and the County of McLean, by order of its Board of County Commissioners, has agreed to the same.

______________________ City Auditor	______________________ Mayor
______________________ County Auditor	______________________ Chairman, County Commissioners

Approved as to Form:

____
State's Attorney

Select Payment Option

Pay In Full ☐

Monthly Payments

$ 5,750.88 ☐

Quarterly Payments

$ 17,252.64 ☐

9.1412 – Recreational Vehicles and Trailers – Slide-outs

It is strictly prohibited to have any camper, motor home, ice/fish house or stock trailer to have slide-outs extending out into any part of a city street, avenue or alley.

Fines:

First Offense: $50.00

Second Offense: $100.00

Third Offense: Mandatory Court Appearance with fines of not less than One Hundred Twenty-five and No/100 Dollars ($125.00), nor more than Five Hundred and No/100 Dollars ($500.00)

This ordinance shall take effect and shall be in force from and after its final passage and approval and publication of its title and penalty clause.

First Reading:

Second Reading:

Final Passage:

Publication:

STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

May 1, 2025 Ref: L0714900096

PATTIE SOLBERG
WILTON CITY AUDITOR
PO BOX 278
WILTON ND 58579-0278

Dear Pattie Solberg:

Enclosed are two copies of a contract authorizing the Office of State Tax Commissioner to administer the City of Wilton's local sales, use and gross receipts taxes for the 2025 - 2027 biennium.

The administration fee for this contract will be the lesser of $35 per permit per year, or 3 percent of the tax collected. Based on the current number of retail businesses with sales, use and gross receipts tax permits for the City of Wilton and the past two years history of sales and purchases, the administration fee for the City of Wilton is listed in the enclosed contract. The administration fee will be withheld from the monthly tax collections received in this office.

The financial needs facing North Dakota cities continue to change each year and so do the challenges of finding revenue sources to fund these areas. It is important for your city to ensure that all possible city tax collections are received. One way is to provide this office with timely notice of all property annexations. Once notification is received, we notify the businesses affected by the annexation of their local tax collection responsibility. The attached contract requires at least a ninety day notice when property has been annexed into the incorporated boundary of a city.

Please sign the enclosed contracts and return one signed copy to the Office of State Tax Commissioner by May 31, 2025. If you have any questions about the contract or administration of your city's sales, use and gross receipts tax, please contact our Sales and Special Taxes Division at 701-328-1246.

I appreciate the strong working relationship we have developed with North Dakota's cities and counties. If our office can be of assistance to you in any way, please let us know.

Sincerely,

Brian Kroshus

Brian Kroshus
Tax Commissioner

Enc.

STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

Ref: L0714900096
ID: 45-6002188

(063)

Contract For Collection of City Sales, Use and Gross Receipts Taxes

This Contract for Collection of City Taxes (Contract) is entered into by the North Dakota Office of State Tax Commissioner (Tax Commissioner) and the governing body of the City of Wilton, North Dakota represented by the the Wilton City Auditor, for the purpose of administering, collecting, and enforcing the local taxes as prescribed under North Dakota Century Code (N.D.C.C.) § 57-01-02.1.

The Tax Commissioner will provide the following services:

1. The Tax Commissioner assumes the responsibility of administering Chapter Twenty - Sales and Use Tax of the Wilton Municipal Code of Ordinances (Ordinance). The Tax Commissioner will administer the Ordinance according to the relevant provisions of N.D.C.C. Ch. 57-39.2, including reporting and paying requirements, correction of errors, payment of refunds, and application of penalty and interest.

2. The Tax Commissioner will inform permit holders of their responsibilities to collect and remit tax and to file returns, as imposed by the Ordinance.

3. The Tax Commissioner will inform permit holders of Ordinance changes, including new impositions, rate changes, maximum tax updates, and vendor compensation updates by posting the notice on the Tax Commissioner website and emailing permit holders who are registered in ND TAP.

4. The Tax Commissioner will provide permit holders with access to an online tax reporting system (ND TAP). Accommodations may be made for permit holders unable to report through ND TAP.

5. The Tax Commissioner will provide permit holders with access to an online rate locator for use in the computation of the state and local taxes. Accommodations may be made for permit holders unable to access the online rate locator.

6. The Tax Commissioner will require permit holders to remit the tax imposed by the Ordinance on a monthly, quarterly, or other periodic basis deemed necessary by the Tax Commissioner.

7. The Tax Commissioner will conduct or oversee the collection of any civil penalties due or criminal prosecution required under the Ordinance to the extent not in conflict with the state law.

8. The Tax Commissioner will provide a monthly certification to the North Dakota State

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(063)

Treasurer of the amount of tax payable to the local jurisdiction. If a refund to a permit holder or taxpayer of a previous overpayment results in credits being greater than collections, and an amount is owed to the state, the Tax Commissioner, after consulting with the City of Wilton, may determine the process for recovery of the overpayment as prescribed by N.D.C.C. § 57-01-02.1(7).

9. If the Ordinance includes a provision for a local maximum tax (cap), per N.D.C.C §57-01-02.1(5), a retailer has the option to apply the total local tax at the time of purchase or apply only the discounted local maximum tax. The Tax Commissioner will refund to a purchaser the difference between the amount of sales, use, and gross receipts tax the purchase paid and the amount that would have been due by application of the local maximum tax provided by the ordinance.

10. At the Tax Commissioner's discretion, the Tax Commissioner may audit the appropriate permit holders.

By entering into this Contract, The City of Wilton represents and agrees as follows:

1. The Ordinance provided to the Tax Commissioner is imposed in accordance with all applicable procedures and conforms with all requirements of the home rule charter, and N.D.C.C. § 40-05.1-06 regarding the imposition of a sales, use, or gross receipts tax.

2. The Ordinance conforms in all respects to the taxable or exempt status of sales under N.D.C.C. Chs. 57-39.2, 57-39.4, 57-39.5, 57-39.6, and 57-40.2.

3. The Ordinance provides for only one local tax rate; all sales, use, and gross receipts taxes will be imposed at the same rate.

4. If the Ordinance includes a provision for a local maximum tax (cap), any local maximum tax refunds issued by the Tax Commissioner under N.D.C.C. § 57-01-02.1(5), must be requested by the purchaser within three (3) years of the sales invoice or receipt date and notwithstanding Subsection 1 of the services provided by the Tax Commissioner above, are not subject to the refund interest provisions under N.D.C.C. Ch. 57-39.2.

5. Ordinance changes, including new impositions, sunsets, rate changes, maximum tax updates, and vendor compensation updates, shall be effective on the first day of a calendar quarter and after ninety (90) days' notice which must be provided to the Tax Commissioner after final approval of the tax ordinance.

6. The local jurisdiction must provide the Tax Commissioner with information about all boundary changes including all business address and zip codes within the changed area. For purposes of local sales, use, and gross receipts taxes, boundary changes shall be effective on the first day of a calendar quarter and after ninety (90) days' notice which must be provided to the Tax Commissioner after final approval of the boundary change.

7. In consideration of providing the above-enumerated services from July 01, 2025, through June 30, 2027, the Tax Commissioner shall retain $61.00 of the tax collected under the Ordinance per month.

8. By no later than March 31, 2027, the local jurisdiction shall notify the Tax Commissioner whether the tax imposed by the Ordinance is continued or terminated, to assist in determining the need for a new contract.

This Contract, which supersedes any prior written or oral agreements between the parties, is effective upon the signature by the Wilton City Auditor, acting on behalf of the City of Wilton, and the Tax Commissioner for the State of North Dakota, and shall be effective July 01, 2025 through June 30, 2027.

This Contract contains the entire understanding of the parties and may not be modified except by a written addendum or new written contract signed by both parties.

Dated the 1st day of May 2025, at Bismarck, North Dakota.

____
Brian Kroshus
Tax Commissioner

Dated the ____ day of _____ 2025, at _________________, North Dakota.

____
Pattie Solberg
Wilton City Auditor
Email: __________________________
Phone: __________________________

STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

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2. The Tax Commissioner will inform permit holders of their responsibilities to collect and remit tax and to file returns, as imposed by the Ordinance.

3. The Tax Commissioner will inform permit holders of Ordinance changes, including new impositions, rate changes, maximum tax updates, and vendor compensation updates by posting the notice on the Tax Commissioner website and emailing permit holders who are registered in ND TAP.

4. The Tax Commissioner will provide permit holders with access to an online tax reporting system (ND TAP). Accommodations may be made for permit holders unable to report through ND TAP.

5. The Tax Commissioner will provide permit holders with access to an online rate locator for use in the computation of the state and local taxes. Accommodations may be made for permit holders unable to access the online rate locator.

6. The Tax Commissioner will require permit holders to remit the tax imposed by the Ordinance on a monthly, quarterly, or other periodic basis deemed necessary by the Tax Commissioner.

7. The Tax Commissioner will conduct or oversee the collection of any civil penalties due or criminal prosecution required under the Ordinance to the extent not in conflict with the state law.

8. The Tax Commissioner will provide a monthly certification to the North Dakota State Treasurer of the amount of tax payable to the local jurisdiction. If a refund to a permit

holder or taxpayer of a previous overpayment results in credits being greater than collections, and an amount is owed to the state, the Tax Commissioner, after consulting with the City of Wilton, may determine the process for recovery of the overpayment as prescribed by N.D.C.C. § 57-01-02.1(7).

9. If the Ordinance includes a provision for a local maximum tax (cap), per N.D.C.C §57-01-02.1(5), a retailer has the option to apply the total local tax at the time of purchase or apply only the discounted local maximum tax. The Tax Commissioner will refund to a purchaser the difference between the amount of sales, use, and gross receipts tax the purchase paid and the amount that would have been due by application of the local maximum tax provided by the ordinance.

10. At the Tax Commissioner's discretion, the Tax Commissioner may audit the appropriate permit holders.