



Special City Council Meeting

Friday, September 27, 2024, at 3:30 PM

City Council Chambers, City Hall (10 3rd Ave SW)

Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. ACTION ITEMS

3.1. EMPLOYMENT INVESTIGATION

RECOMMENDED ACTION

Staff recommends the City Council consider and approve a retainer agreement with a third-party investigator to investigate allegations of a hostile work environment, inconsistent discipline, staff confidence in leadership, staff retention, staff morale, and staff concerns of retaliation at the Minot Police Department and Minot Central Dispatch.

While all three available investigators are qualified to conduct the investigation, the City Manager's recommendation is that Yvette Heintzelman's experience conducting investigations of police departments makes her the most specifically qualified.

It is also recommended that the City Council approve the proposed budget amendment on first reading, authorize the Mayor to sign any documents necessary to retain the investigator, including authorization to remit any necessary financial retainers prior to second reading.

4. ADJOURNMENT



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney
Harold Stewart, City Manager
Lisa Jundt, Human Resource Director

DATE: September 27, 2024

SUBJECT: EMPLOYMENT INVESTIGATION

I. RECOMMENDED ACTION

Staff recommends the City Council consider and approve a retainer agreement with a third-party investigator to investigate allegations of a hostile work environment, inconsistent discipline, staff confidence in leadership, staff retention, staff morale, and staff concerns of retaliation at the Minot Police Department and Minot Central Dispatch.

While all three available investigators are qualified to conduct the investigation, the City Manager's recommendation is that Yvette Heintzelman's experience conducting investigations of police departments makes her the most specifically qualified.

It is also recommended that the City Council approve the proposed budget amendment on first reading, authorize the Mayor to sign any documents necessary to retain the investigator, including authorization to remit any necessary financial retainers prior to second reading.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190
Harold Stewart, City Manager, 701-857-4721
Lisa Jundt, Human Resource Director, 701-857-4753

III. DESCRIPTION

A. Background

On August 26, the City Manager and City Attorney had a meeting with City Council Members Fuller and Samuelson to discuss complaints the Council Members received regarding management of the Minot Police Department. As the City Manager, City Attorney, and HR Director began investigating the complaints, additional complaints were received by Council Member Fuller from

present and former Minot police officers and employees of Minot central dispatch. The complaints received are numerous, complex, and some involve active investigations. In an effort to preserve the status quo, Minot Police Chief John Klug was placed on paid administrative leave pending the outcome of an employment investigation into the complaints.

While City Management initially considered assigning existing city staff to conduct the investigation - the nature and severity of the accusations, coupled with the fact that many of the complaints are directed at upper management, led City Management to bring this matter to the City Council to consider retaining a third-party investigator.

B. Proposed Project

Conducting a workplace investigation presents confidentiality and bias risks. While existing city staff are capable of conducting a workplace investigation, this investigation will involve upper-level management. Even if city staff conducts a fair and impartial investigation, the complainants may still perceive it as biased given the inherent pressure on City staff to protect City interests and working relationships.

City Management believes engaging a neutral, third-party workplace investigator will lead to a more credible, objective investigation.

C. Recommendation Detail

The City Attorney, City Manager, and Assistant City Manager contacted several attorneys to inquire as to their availability to conduct an investigation, including [Christina Sambor](#), [Meredith Vukelic](#), [Brian Schmidt](#), [Pete Hankla](#), [Jason Vendsel](#), [Michelle Donarski](#), [Amy Oster](#), and [Yvette Heintzelman](#).

Of the attorneys contacted, the following are available to begin the investigation either immediately or by Oct 10:

[Christina Sambor](#) – Bismarck based attorney. Available immediately subject to the needs of her primary employer. \$300-350 hourly rate.

[Michelle Donarski](#) – Fargo based attorney. Available to begin Oct. 10. \$315/hourly rate. Engagement Letter attached.

[Yvette Heintzelman](#) – Chicago based attorney. Available to begin immediately. \$450/hourly rate. \$10,000 retainer required. Engagement Letter and Retainer Agreement attached.

IV. IMPACT

A. Aspirations

Hiring an investigator aligns with the City's "resilient and prepared" aspiration.

B. Service/Delivery Impact:

This investigation will provide the City Manager and Council with an investigatory report regarding the complaints voiced regarding Minot Police Department and Central Dispatch management.

C. Fiscal Impact

The cost for these services will come from budget savings in personnel costs. The attached proposed ordinance is recommended to allocate the funding appropriately.

Estimated cost - \$50,000

VI. ALTERNATIVES

Alternative 1: Direct the City Manager to assemble a team of City Staff to investigate the allegations and make a recommendation.

Alternative 2: City Council can provide an alternate recommendation on how to proceed.



4132 30th Avenue South, Suite 100 • P.O. Box 10247 • Fargo, ND 58106-0247
P: 701.235.3300 • www.abstlaw.net

Email: mdonarski@abstlaw.net

September 24, 2024

City of Minot
Attn. Stefanie Stalheim, City Attorney,
and Harold Stewart, City Manager

**By Email Only: stefanie.stalheim@minotnd.gov and
harold.stewart@minotnd.gov**

Re: Independent Investigation

Dear Stefanie and Harold,

Great speaking with you on September 23rd. I have been practicing law for 29 years with an emphasis in employment law and in acting as an independent investigator. Please see my firm bio to provide more information to the City Council about my background and experience at <https://abstlaw.net/michelle-donarski/>. My independent investigator services do not include my testimony or participation in any legal action.

My hourly rate is \$315, plus all costs and expenses incurred related to the independent investigation. Costs and expenses include, but are not limited to travel, mileage, copying costs, computer-aided legal research, and all other out-of-pocket expenses. The Firm will report time to the nearest one-tenth hour devoted to providing services, including travel time.

With each invoice, the Firm will provide a summary of services rendered. It is agreed that the city of Minot will reimburse the Firm for services and other chargeable expenses that are directly related to the performance of the legal services undertaken. will be paid within ten (10) days after presentation of statements, unless other mutually satisfactory arrangements have been made between us.

The City of Minot would acknowledge and agree that I would have the authority to utilize the e-mail system, not only in communicating with the City of Minot and its administration, but also communicating with third parties. The City of Minot acknowledges that it is possible that unencrypted e-mail transmissions may be intercepted. The City of Minot agrees that unencrypted e-mail messages may be utilized. I recognize that I will do my best to protect the rights of the City

of Minot. However, I may utilize unencrypted e-mail transmissions until the City of Minot withdraws that right in writing with sufficient notice to allow me to discontinue the use of unencrypted e-mail.

My independent investigation will consist of reviewing complaints of hostile work environment involving the police department and dispatch. The investigation will include interviewing witnesses and reviewing policies, practices and discipline steps and action. The number of witnesses to be interviewed is unknown and dependent upon the number of employees who participate in the interview process. I anticipate conducting the interviews via Teams or Zoom to save the expense of travel expenses. However, I am happy to travel to Minot in the event it is required. My hourly rate applies to my travel time and mileage is charged at the federal IRS rate. Lodging expenses will be billed to the client. Once my investigation is concluded, I will issue a report containing findings of fact, assessment of findings and an opinion on whether there is a hostile work environment. Recommendations may be included as appropriate.

I understand time is of the essence and I can start my investigation October 10th. Unfortunately, I am unable to identify an end date for the investigation as it is determinative on the number of witnesses to be interviewed and witness availability. My goal will be to conduct the investigation as efficiently and effectively as possible for the City of Minot.

Do not hesitate to contact me if you require anything further from me as you review whether to retain my services to act as an independent investigator. I look forward to the opportunity. Thank you.

Sincerely,

/s/ Michelle M. Donarski

Michelle M. Donarski

MMD:jmn
f/11515/3/minot eng ltr 9-24-24

Yvette Heintzelman
T (847) 971-0398
F (312) 985-5585
Email: yheintzelman@clarkhill.com

Clark Hill
130 E. Randolph Street, Suite 3900
Chicago, Illinois 60601
T (312) 985-5900
F (312) 985-5999

September 24, 2024

via e-Mail: harold.stewart@minotnd.gov

Mr. Harold L. Stewart, City Manager
City of Minot
10 3rd Ave. SW
Minot, North Dakota 58701

Re: Internal Investigation

Dear Mr. Stewart:

Thank you for selecting Clark Hill to represent the City of Minot (the Client) in this matter. This letter and the attached Standard Terms of Engagement set forth the basis on which our firm will provide legal services. If we provide services before a signed copy of this letter is returned to us, those services are provided under these terms.

Whom We Represent. Our client in this matter will be the City of Minot. Our representation of the Client in this matter does not give rise to a lawyer-client relationship between the firm and any of the Client's officers, directors, owners, employees, subsidiaries, affiliates, or other persons or entities unless we specifically agree in writing.

Scope of Engagement. We agree to represent the Client with regard to an internal investigation into in the police department. We agree that our engagement is limited to performance of legal services related to this matter and, unless we agree otherwise in writing, we are not undertaking to represent the Client or its interests in any other matter. We will not provide business, investment, or accounting advice and understand that the Client will rely on others for such advice.

Our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the Client's disclosure obligations under such laws, and we understand that the Client will not, without our prior written consent, include documents or information we provide to it in any filings with federal or state securities regulators, including the SEC.

Fees. Our fees will be based on the amount of time spent by the professionals working on the matter and the hourly rates established for each. The firm's standard hourly billing rates for the lawyers I expect to be working on this engagement currently range from \$350 to \$750, and my standard hourly rate is \$450. The hourly rates charged for paralegals range from \$250 to \$350. Our billing rates are subject to change from time to time.

Mr. Harold L. Stewart
City of Minot
September 24, 2024
Page 2

Retainer. Our representation will not commence until we receive a retainer in the amount of \$10,000 to serve as security for our final fees and expenses. These funds will remain in our client trust account for the duration of this representation, and any remaining balance will be returned to the Client upon termination of this representation.

HIPAA. We do not anticipate that it will be necessary for you to supply us any information relating to patients that is protected under federal or state privacy laws. In the future, if you deem it advisable or necessary to provide us copies of patient records or any other information that identifies one or more patients (such as their names, addresses, Social Security numbers, or device serial numbers) and is protected under federal or state privacy laws, please contact us before you do so. As required by HIPAA, we will send you a Business Associate Agreement that complies with the requirements of both the HIPAA Privacy Rule and Security Rule and protects your disclosure of such information to us.

Choice of Law. The relationship between the Client and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law of Illinois, without regard to conflicts of laws principles.

If you agree to the terms of this engagement as stated above and in the attached Standard Terms of Engagement, please sign and return a copy to me. We look forward to working with you.

Very truly yours,

CLARK HILL



Yvette Heintzelman

YH:ljs

The City of Minot accepts and agrees to be bound by the foregoing.

THE CITY OF MINOT

By: _____

Its: _____

Date: _____

STANDARD TERMS OF ENGAGEMENT

Entire Agreement. The engagement letter and these Standard Terms of Engagement constitute the entire understanding and agreement between the client identified in the engagement letter (the Client) and this firm regarding our representation of the client in the matter described in the engagement letter. Unless otherwise agreed, they supersede any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us. If any provision of the engagement letter or these Standard Terms of Engagement is held by a court or other arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The engagement letter and these Standard Terms may be amended only by a written agreement between the client and the firm. The Client should review this document carefully and contact us promptly with any questions. The Client should retain this document in its file.

Client Rights and Responsibilities. The Client has the right to (A) expect competent representation by the firm; (B) determine the purposes to be served by the legal representation, so long as those purposes are legal and do not violate the firm's obligations to the profession or to the judiciary; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of legal services provided and costs incurred by the firm.

The Client has the responsibility to (A) pay the firm as provided by this agreement; (B) be candid and cooperative with the firm and any court or other tribunal; (C) keep us informed with complete and accurate information, documents, communications, and other materials relevant to the subject matter of our representation or otherwise requested by us. In a litigation matter, the Client also has the responsibility to make its officers and employees available to meet with firm personnel and to attend trials, hearings, depositions, and other proceedings, and to commit the appropriate personnel and sufficient resources to meet the Client's discovery obligations.

The Client may not (A) demand that the firm use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration; (B) demand any assistance which violates the Rules of Professional Conduct; or (C) pursue or insist upon a course of action which the firm reasonably believes to be illegal, fraudulent, offensive, or unwise. The firm may terminate this agreement for reasons permitted under the Rules of Professional Conduct.

Because we need to be able to contact the Client at all times regarding this representation, the Client agrees to inform us, in writing, of any changes in the Client's name, address, telephone number, contact person, email address, state of incorporation, and other relevant information regarding the Client or its business. Whenever we need instructions or authorization to proceed with legal work for the Client, we will contact the Client at the most recent business address we have received. If the Client affiliates with, acquires, is acquired by, or merges with another company, it agrees to provide us with sufficient notice to permit us to withdraw as its lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest, or that it is not in the best interests of the firm to represent the new entity.

Whom We Represent. The person or entity whom we represent is the person or entity identified in our engagement letter. We do not represent any affiliates or related parties of that person or entity, such as owners, parent companies, subsidiaries, sibling entities, or other affiliates; or employees, officers, directors, shareholders of a corporation, partners of a partnership, members of an association or limited liability company, and/or other constituents of a named client unless our engagement letter expressly provides otherwise. Accordingly, our representation in this matter will not give rise to a conflict of interest in the event we represent other clients adverse to an affiliate or related person or entity in other matters.

Consent to Future Conflicts. As you know, Clark Hill is a large law firm and represents many other companies and individuals in many other matters. Those companies and individuals interact with one

another in many different respects. Thus, during the time we are representing the Client, we may also represent other clients—including clients who are direct competitors of the Client or may otherwise have business interests that are adverse to the Client's interests—in disputes or transactions adverse to the Client that are not substantially related to this representation.

Based on the foregoing, the Client agrees that our representation of it in this matter will not disqualify our firm from in the future opposing it in litigation, transactions, or other legal matters that are not substantially related to the subject matter of this representation, and the Client consents to any conflict of interest with respect to those representations. The Client understands and agrees that the firm is not obligated to notify it when we undertake such matters that may be adverse to the Client. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning the Client acquired by us as a result of our representation of the Client to its disadvantage in any litigation or other matter in which we are opposed to it. Additionally, the Client agrees that we may identify the Client as a client and disclose the nature of our engagement(s) to other clients and potential clients for the limited purpose of seeking waivers of conflicts of interest. We agree, however, that the Client's consent to this disclosure shall not apply in any instance in which the revealed information would compromise the Client's attorney-client privilege. If you later withdraw or modify this consent in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these terms and the applicable Rules of Professional Conduct.

Advice About Possible Outcomes. From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

In-Firm Privilege. From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Normally, when such issues arise, we seek the advice of our firm counsel, who is an expert in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm. A few courts, however, have held that under some circumstances such communications involve a conflict of interest between the client and our firm and that our consultation with firm counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with firm counsel.

We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have the Client's consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that our firm may have to protect the confidentiality of our communications with counsel.

Termination of Engagement. The Client may at any time terminate our representation upon written notice to the firm. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the Client. If we terminate the engagement, we will take reasonable steps to protect the Client's interests in this matter, and the Client agrees to take all steps necessary to free us of any obligation to perform further, including executing any documents necessary to complete our withdrawal. If permission for withdrawal is required by a court or other adjudicator, we will promptly request such permission, and the Client agrees not to oppose our request.

The Client's termination or our withdrawal will not relieve the Client of its obligation to pay for services rendered, including work in progress and incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Client through the termination or withdrawal date.

Conclusion of Representation; Retention and Disposition of Documents. Absent express notice of termination, our representation of the Client will conclude with respect to any particular matter for which we have been engaged upon completion of our work on that matter. At the Client's written request, its original documents and property will be returned to the Client, although the firm reserves the right to retain copies of any such documents as it deems appropriate. Our files and documents pertaining to the matter will be retained by the firm. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us at the end of the firm's retention period, which is ten years, without further notice to the Client.

Post-Engagement Matters. The Client is engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise the Client on such issues or on future legal developments, including monitoring deadlines that may arise with respect to the matter.

Costs. We will include in our statements separate charges for services, such as copying, messenger and delivery service, computer research, travel, international telephone, and fax charges. Such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. The Client authorizes us to retain any investigators, consultants, or experts necessary in our judgment to represent the Client's interests in the matter. We will usually advance costs up to \$100, and require that our clients directly pay, or deposit with us funds to pay, expenses over \$100.

Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. But fees and costs are usually not predictable. Accordingly, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter. Any mention by us of fees and costs is only an estimate. It is also expressly understood that the Client's obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Payment of Invoices. Normally, we will send monthly invoices for work performed and expenses incurred during the previous month. Payment is due promptly upon receipt of our invoice. Any balance unpaid after 30 days of the date of the invoice will accrue interest at the rate of seven percent (7%) per annum. Payments will be applied first to costs and expenses, then to accrued interest, if any, and then to the unpaid fees.

We will give the Client notice if the Client's account becomes delinquent. If the delinquency continues and the Client does not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of the account. We may also request permission of any court in which we have filed an appearance on the Client's behalf to allow us to withdraw as the Client's counsel, and the Client agrees that non-payment of our fees is a valid basis for our request to withdraw. To the extent collection of the Client's account becomes necessary, the Client agrees that, in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

Retainer. We reserve the right to apply retainer funds to any delinquent payment due from the Client and to discontinue this representation until the Client replenishes the retainer. While a retainer is on deposit in our trust account, the Client grants us a security interest in such funds. Client retainers are

deposited in a pooled trust account. By law, interest earned on the pooled account is paid to a charitable foundation.

Trial Advance. In a litigation matter, once a trial or hearing date is set, we may require the Client to pay all amounts then owed to us and to deposit with us the fees we estimate will be incurred in preparing for and completing the trial or arbitration, as well as jury fees and arbitration fees likely to be assessed. If the Client fails to timely pay any additional deposit requested, we will have the right to withdraw from the representation. If permission of the court or other adjudicator is required, the Company agrees not to oppose any motion to withdraw.

Electronic Communications. It is likely that during the course of this engagement both the Client and the firm will use electronic devices and Internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and transfer documents. Although the use of this technology involves some degree of risk that third parties may access confidential communications, you agree that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as we have policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you communicate with us in a manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or websites that are owned, controlled, or may be accessed by others, including but not limited to, an employer, a hotel, library, or Internet café, or a shared home computer, to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

Mikayla McWilliams

From: Stefanie Stalheim
Sent: Friday, September 27, 2024 11:18 AM
To: Mikayla McWilliams
Subject: FW: City of Minot - Independent Investigation

Stefanie Stalheim
City of Minot, City Attorney
Office Phone: 701-857-4755

From: Michelle Donarski <mdonarski@abstlaw.net>
Sent: Friday, September 27, 2024 8:48 AM
To: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>; Harold Stewart <harold.stewart@minotnd.gov>
Cc: Jodi Nelson <jnelson@abstlaw.net>
Subject: RE: City of Minot - Independent Investigation

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Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Thank you, Stefanie. It was a pleasure speaking with you and Harold. Unfortunately, my schedule for October continues to fill up with pending client matters which require that I withdraw my application for consideration as an independent investigator. I appreciate the consideration and wish the city the best in moving forward with the investigation.



"Experience and Expertise You Can Trust"

Michelle M. Donarski, Attorney
4132 30th Ave South, Suite 100
P.O. Box 10247 | Fargo, ND 58106-0247
O: 701-235-3300 | D: 701-551-2224
ABSTLaw.net

Anderson, Bottrell, Sanden & Thompson is now ABST Law

From: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>
Sent: Wednesday, September 25, 2024 5:14 PM
To: Jodi Nelson <jnelson@abstlaw.net>; Harold Stewart <harold.stewart@minotnd.gov>
Cc: Michelle Donarski <mdonarski@abstlaw.net>; Tom Joyce <tom.joyce@minotnd.gov>; Mikayla McWilliams <mikayla.mcwilliams@minotnd.gov>; Jennifer Kleen <jennifer.kleen@minotnd.gov>
Subject: RE: City of Minot - Independent Investigation

Thank you Jodi and Michelle,

We just published the City Council agenda noticing the meeting to appoint the investigator. It will be held this Friday, September 27, at 3:30pm. The meeting agenda with a link to the staff recommendation memo is available at this link: [Special City Council Meeting • Agendas & Minutes • CivicClerk](#)

After I send this email, I will send a meeting invitation with a Teams Link where you are welcome to attend the meeting virtually if you are willing and available. While your attendance at the meeting is certainly not required or mandatory, we wanted to make sure we gave you the option to appear and answer questions should the Council have any.

Thank you for your time spent on this matter this far. Please feel free to reach out if you have any follow-up questions or concerns.

Stefanie Stalheim
City of Minot, City Attorney
Office Phone: 701-857-4755

From: Jodi Nelson <jnelson@abstlaw.net>
Sent: Tuesday, September 24, 2024 10:16 AM
To: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>; Harold Stewart <harold.stewart@minotnd.gov>
Cc: Michelle Donarski <mdonarski@abstlaw.net>
Subject: City of Minot - Independent Investigation

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Ms. Stalheim and Mr. Stewart,

Attached is a letter from attorney Michelle Donarski regarding the above referenced matter. Please get back to me if you have any questions. Thank you.

Jodi M. Nelson | Assistant to Michelle M. Donarski
4132 30th Avenue South, Suite 100
P.O. Box 10247 | Fargo, ND 58106-0247
O: 701-235-3300 | D: 701-551-2234



“Experience and Expertise You Can Trust”

Mikayla McWilliams

From: Stefanie Stalheim
Sent: Friday, September 27, 2024 1:46 PM
To: Mikayla McWilliams
Subject: FW: City of Minot Employment Investigation?

From: Christina Sambor <christina@sgndlaw.com>
Sent: Friday, September 27, 2024 12:06 PM
To: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>
Cc: Tom Joyce <tom.joyce@minotnd.gov>; Harold Stewart <harold.stewart@minotnd.gov>
Subject: Re: City of Minot Employment Investigation?

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Hello all -

Thank you for considering me in your process for retaining an investigator. After further consideration, I am writing to inform you that I am withdrawing from consideration for this particular project due to other obligations. I thank you for your interest and wish you luck in this process.

Sincerely,

Christina

Christina A. Sambor | Attorney
christina@sgndlaw.com

SAMBOR GOETZ LLP
ATTORNEYS AT LAW



Office: 1400 13th Avenue NE, Suite 300 • Minot ND 58701
Mailing: PO Box 3128 • Minot, ND 58702-3128
P. 701.394.7379 F. 701.774.0871 • sgndlaw.com

PERMANENT CONFIDENTIALITY

This e-mail message is intended only for the individual(s) named and is confidential. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake.

On Sep 25, 2024, at 5:13 PM, Stefanie Stalheim <stefanie.stalheim@minotnd.gov> wrote:

Hi Christina,

We just published the City Council agenda noticing the meeting to appoint the investigator. It will be held this Friday, September 27, at 3:30pm. The meeting agenda with a link to the staff recommendation memo is available at this link: [Special City Council Meeting • Agendas & Minutes • CivicClerk](#)

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Thank you for your time spent on this matter this far. Please feel free to reach out if you have any follow-up questions or concerns.

Stefanie Stalheim
City of Minot, City Attorney
Office Phone: 701-857-4755

From: Stefanie Stalheim
Sent: Wednesday, September 25, 2024 8:18 AM
To: Christina Sambor <christina@sgndlaw.com>
Cc: Tom Joyce <tom.joyce@minotnd.gov>; Harold Stewart <harold.stewart@minotnd.gov>
Subject: RE: City of Minot Employment Investigation?

Hi Christina,

We are compiling a recommendation for the City Council and we would like to include your retainer agreement for them to consider – could you send one our way?

We have a few attorneys available and interested, so what we will do is provide the retainer agreements to the Council at a special city council meeting for them to consider and approve. Once we have the investigator appointed and their retainer agreement approved, we will reach out to them to coordinate logistics. We are presently trying to get a quorum of the Council available for a special meeting on Friday at 3:30, but haven't secured a quorum yet.

Stefanie Stalheim
City of Minot, City Attorney
Office Phone: 701-857-4755

From: Christina Sambor <christina@sgndlaw.com>
Sent: Thursday, September 19, 2024 4:09 PM
To: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>
Cc: Tom Joyce <tom.joyce@minotnd.gov>
Subject: Re: City of Minot Employment Investigation?

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Hi Stefanie -

I'd be happy to discuss. I'll be at the office until about 5 today. Tomorrow I'm traveling in the morning but would be available for a call in the afternoon before 4.

Sincerely,

CAS

<image001.png>

On Sep 19, 2024, at 2:38 PM, Stefanie Stalheim <stefanie.stalheim@minotnd.gov> wrote:

Hi Christina,

Do you have availability and interest in conducting an employment investigation for the City of Minot? If so, let me know and I can give you a call with additional details and information to perform a conflict check.

Thank you,

Stefanie Stalheim
City of Minot, City Attorney
Office Phone: 701-857-4755



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Professionalism | Responsibility | Integrity | Dedication | Excellence



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ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT PROFESSIONAL ATTORNEY SERVICES EXPENDITURES
AND DECREASE THE SALARY EXPENDITURES FOR AN EMPLOYMENT
INVESTIGATION.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

- §1: Amend the 2024 annual budget to increase the Police department professional attorney services expenditures and decrease the salary expenditures for an employment investigation:

10021000-43020		\$50,000
10021000-41100		(50,000)

- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Tom Ross, Mayor

MiKayla McWilliams, City Clerk