

AGENDA FOR THE BOARD OF WARD COUNTY COMMISSIONERS

Tuesday, April 4, 2023

9:00 a.m. – Regular Commission Meeting

Pledge of Allegiance

Call to Order – Chairman Fjeldahl

Order of Business

Roll Call

1. Approve Agenda
2. Review and approve the minutes from the Commission Meeting on March 21, 2023
3. Review and approve the regular bills totaling \$141,010.71 and HS Zone direct cost bills totaling \$2,172.05
4. Noreen Barton – Director of Tax Equalization
 - A.) Tax Roll Adjustments
5. Jason Blowers – Information Technology Director
 - A.) Electro Watchman, Inc. Monitoring Agreement
6. Dana Larsen – Highway Engineer
 - A.) County wide Crack Seal, Micro Surfacing, and Chip Sealing Project
 - B.) County road 14 (72nd St. and 37th Ave. SE) improvements
 - C.) Bridge replacement in Afton and Maryland Township
7. Travis Schmit – Assistant Highway Engineer
 - A.) Land Use Authority and the NFIP
8. Lolly Gorze – Human Resources Director
 - A.) Pay Amendments
 - B.) Referral bonus policy
9. Marisa Haman – Auditor/Treasurer
 - A.) Receive and file the following correspondence: Letter from ND Transportation on the MPO process for Minot and Ward County; Customs and Border Protection Press Release; Bylaws for the following: Ward County Council on Aging, DeSour Valley Economic Development Corporation, Kenmare Community Development Corporation #2, Minot Area Chamber EDC, Souris Basin Planning Council, First District Health Unit, and Domestic Violence Crisis Center, Inc.
 - B.) Letter from NDIRF dated March 17, 2023 regarding annual meeting
 - C.) Tabled foreclosed property bid
 - D.) 2022 Ward County Annual Reports for Library and State's Attorney's Office
 - E.) Tax cancellation of foreclosed property
 - F.) Discussion on JPA – City of Minot, Ward County, and First District Health District
 - G.) Elmer Jesme Participation Fund Input
 - H.) List of Opioid Remediation Uses
 - I.) Meeting Room Rental Agreement and Contract
 - J.) Legislative discussion

Minutes of the Board of Ward County Commissioners
March 21, 2023

The regular meeting of the Ward County Commission was called to order by Chairman/Commissioner Fjeldahl at 9:00 AM with Commissioners Anderson, Olson, Rostad, and Weppler present. Also present were department heads Dana Larsen, Derrill Fick, Emily Burkett, Jason Blowers, Kelly Haugan, Kristi Frederick, Kristin Kowalczyk, Marisa Haman, Noreen Barton, Robert Roed, and Roza Larson.

Moved by Comm. Rostad, seconded by Comm. Weppler to approve the agenda with the following change to the executive session portion: Executive session for attorney consultation pursuant to N.D.C.C. §§ 44-04-19.1 and 44-04-19.2 – Dakota Boys and Girls Ranch vs. Ward County. Roll call; all voted yes; motion carried.

Moved by Comm. Weppler, seconded by Comm. Olson to approve the minutes of the Regular Commission Meeting on March 7, 2023. Roll call; all voted yes; motion carried.

Moved by Comm. Anderson, seconded by Comm. Weppler to approve the regular bills totaling \$319,702.68 and Human Service Zone direct cost bills totaling \$34,154.53. Roll call; all voted yes; motion carried.

Kelly Haugan, Emergency Management Director, presented the 9-1-1 Committee recommendation regarding the outdoor warning siren systems located in Ward County. The committee's recommendation is to allocate \$3,850.00 per siren as a zero interest loan for an equipment update taken from the 9-1-1 budget operations or depreciation account with a loan repayment date deadline of December 31, 2025. If all 30 sirens would take the assistance, the cost would be \$115,500.00. Since the budget is a split budget between Ward County and the City of Minot, this proposal will also need to be brought before the Minot City Council.

Moved by Comm. Rostad, seconded by Comm. Weppler to approve the recommendation from the 9-1-1 Committee as presented above. Roll call; all voted yes; motion carried.

Jason Blowers, Information Technology Director, appeared regarding ACM Badge software for the new Motorola Access Control system. The cost of this badge creation software is \$1,492.77. Mr. Blowers is looking for a source to fund this software.

Moved by Comm. Weppler, seconded by Comm. Anderson to approving using funds from ARPA if available as the first source of funding with the Commission Contingency fund as the second source of funding. Roll call; all voted yes; motion carried.

Planning and Zoning Administrator Doug Diedrichsen appeared with a plat application from Sabrina and Jaeden Jenson for the following described property: Proposed Outlots 6 & 7 being a portion

of the E2NE4 11-157-86. The applicant is proposing to parcel two outlots, proposed Outlot 6 is 8.51 acres, proposed Outlot 7 is 9.37 acres. These outlots are for future residential purposes. Ward County zoning applies with the township recommending approval. The planning commission has recommended approval based on findings of fact and staff recommendations.

Moved by Comm. Wepler, seconded by Comm. Rostad to approve the plat application from Sabrina and Jaeden Jenson as presented. Roll call; all voted yes; motion carried.

County Highway Engineer Dana Larsen appeared regarding approval of annual materials, supplies, and services bids. Mr. Larsen is recommending approval of the bids on the March 6, 2023 Bid List for both metal and concrete culvert, hot mix (HBP), cold mix, and equipment rental. He states the cost has gone up around 10-15 percent.

Moved by Comm. Anderson, seconded by Comm. Olson to approve the recommendation as presented above. Roll call; all voted yes; motion carried.

Travis Schmit, Assistant Highway Engineer, appeared regarding the SIRN/ARPA update request. Mr. Schmit asked Kelly Haugen to present the update. Mr. Haugen stated in response to the need for updating this radio project, the areas that replied back show a monetary need of \$268,102.75. The only application in hand is from Donnybrook Fire Department in the amount of \$16,191.90.

Moved by Comm. Wepler, seconded by Comm. Rostad to reach out regarding open applications for the SIRN radio project with an April 30, 2023 deadline of completing the application, without any guaranty of funds being available. Roll call; all voted yes; motion carried.

Marisa Haman presented for Human Resource Director Lolly Gorze the following payroll amendments: C. Thomas, Jail; J. Bordal, Library; N. Michalenko, Library.

Moved by Comm. Wepler, seconded by Comm. Olson to approve the payroll amendments as presented. Roll call; all voted yes; motion carried.

Auditor/Treasurer Marisa Haman appeared.

Moved by Comm. Rostad, seconded by Comm. Anderson to receive and file the following correspondence: Letter from Houston Engineering dated March 7, 2023; letter and flyer from Trails4Transplants dated March 13, 2023; and Department Head minutes February 15, 2023. Roll call; all voted yes; motion carried.

The letter from RSI dated March 8, 2023 was pulled from above correspondence and referred to the Building and Grounds Committee.

A Building and Grounds Committee meeting will be noticed for 11:00 AM this morning.

Moved by Comm. Rostad, seconded by Comm. Weppler to receive and file Monthly Reports including financials as presented. Roll call; all voted yes; motion carried.

Moved by Comm. Anderson, seconded by Comm. Olson to approve the Chairman to sign three (3) County Deeds for tax sale. Roll call; all voted yes; motion carried.

Ms. Haman presented the Commission with a bid to purchase foreclosed property. The bid is for Parcel #BN130520100020 (\$1,195.56), Parcel #BN130520200010 (\$1,195.56), Parcel #KM200062300070 (\$452.19), and Parcel #SW000059900040 (\$4,538.23). Minimum sale prices for each property were offered for a total bid amount of \$7,381.54.

Moved by Comm. Anderson, seconded by Comm. Rostad to approve the bid in the amount of \$7,381.54 for all four (4) parcels as presented. Roll call; all voted yes; motion carried.

Ms. Haman presented the Commission with a second bid to purchase foreclosed property. The bid is for several parcels designated as Stony Ridge Condominiums. The minimum sales price is \$510,227.34 with the bid being offered below minimum sales price at \$357,515.00.

Moved by Comm. Weppler, seconded by Comm. Olson to deny the bid of \$357,515.00 which is below the minimum sales price. Roll call; all voted yes; motion carried.

Ms. Haman spoke to an omitted property assessment.

Moved by Comm. Olson, seconded by Comm. Rostad to approve adding value to the tax roll and adjusting the 2022 taxes for this parcel. Roll call; all voted yes; motion carried.

Discussion on updates for the 24/7 building will be addressed at the Building and Grounds Committee meeting at 11:00 AM today.

Ms. Haman gave an update on the foreclosed property bid that was tabled at the last meeting. The letter which was sent certified mail was returned stating it is undeliverable. This item will once again be tabled.

Item 10I is removed from agenda.

The Ward County DAV Chapter is asking to have a Disabled Veteran Reserved Parking space sign put up for the Ward County Administrative Building. Dana Larsen came forward to ask that permission be given by the City of Minot before placing the sign due to possible ordinance issues. Brian Vangsness, Facilities Management Director, offered to contact the City of Minot regarding approval.

Moved by Comm. Weppler, seconded by Comm. Rostad to approving putting up the Disabled Veterans parking space on the street outside the building if the City of Minot approves the request. Roll call; all voted yes; motion carried.

Legislative discussion on the Mountrail County Commission Resolution document received. Due to the complexity of this issue, it was decided to receive and file the document.

Moved by Comm. Wepler, seconded by Comm. Olson to receive and file the Mountrail County Commission Resolution. Roll call; all voted yes; motion carried.

An update was given on the Highway 52 meeting with Governor Burgum. There was a lot of discussion but nothing was decided. It was recommended to discuss again at the Chamber Legislative Forum at 9:00 AM at the North Dakota State Fairgrounds Fair Center on Saturday, March 25, 2023.

Dana Larsen spoke to the next step regarding Highway 52 may possibly be to look at getting funding in the DOT STIP program to do the environmental study for the Minot to Voltaire section to look at both an improvement in existing 2-lane and a 4-lane option.

Moved by Comm. Wepler, seconded by Comm. Rostad to receive and file the meeting notes regarding the March 15, 2023 meeting with Governor Burgum. Roll call; all voted yes; motion carried.

Recess at 10:08 AM.

Meeting was reconvened at 10:22 AM.

Moved by Comm. Wepler, seconded by Comm. Rostad that the Commission conduct an executive session under N.D.C.C. §§ 44-04-19.1 and 44-04-19.2 to consult with and to receive advice from the County's legal counsel regarding claims related to Dakota Boys and Girls Ranch vs. Ward County. Roll call; all voted yes; motion carried.

The executive meeting was opened at 10:22 with Chairman Fjeldahl and Commissioners Anderson, Olson, Rostad, and Wepler present. Also present were Auditor/Treasurer Marisa Haman, State's Attorney Roza Larson, and Administrative Assistant Lynae Schroeder. Attending by ZOOM was Attorney Brian Schmidt from Smith Porsborg Law Firm representing Ward County.

Attorney Brian Schmidt of Smith Porsborg Law Firm addressed the Commission.

Moved by Comm. Wepler, seconded by Comm. Anderson to close the executive session at 10:39 AM. Roll call; all voted yes; motion carried.

Moved by Comm. Wepler, seconded by Comm. Olson to come back into regular session at 10:40 AM. Roll call; all voted yes; motion carried.

Moved by Comm. Wepler, seconded by Comm. Rostad to follow the guidelines of our attorney Brian Schmidt and approve the Proposed Written Findings of the Ward County Board of Commissioners related to Dakota Boys and Girls Ranch vs. Ward County. Roll call; all voted yes; motion carried.

At 10:42 AM with no further business, the meeting was adjourned.

REGULAR COMMISSION MEETING 04/04/2023 BILL LIST

GENERAL BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
	COMPUTER STORE INC	STARTECH 15" USD PRINTER CABLE--IT	\$15.99
	DAKOTA FIRE EXTINGUISHER INC	FIRE EXTINGUISHERS COURTHOUSE & OLD JAIL--FACILITY MGMT	\$762.16
	DAKOTA FIRE EXTINGUISHER INC	FIRE EXTINGUISHERS FOR ADMIN BUILDING--FACILITY MANAGEMENT	\$438.48
	DOMESTIC VIOLENCE CRISIS CENTE	ARPA PROJ #89 - EMERG SHELTER/SUPPORT SVCS--COMMISSIONERS	\$1,857.34
	DOMESTIC VIOLENCE CRISIS CENTE	ARPA PROJ #90 - DOM VIOLENCE HIGH-RISK TEAM--COMMISSIONERS	\$890.88
	ENTERPRISE FM TRUST	FACILITIES TRUCK TRANSPORT - 2023 CHEVY SILVERADO--FACILITY	\$2,950.00
	ENTERPRISE FM TRUST	PARTIAL MONTH LEASE -FEB 2023 - 2023 CHEVY SILVERADO--FACILITY	\$124.55
	ENTERPRISE FM TRUST	MONTHLY LEASE - MAR 2023 - 2023 CHEVY SILVERADO--FACILITY	\$871.88
	FIRST WESTERN INSURANCE	INCREASE PERSON INJURY PROTECTION TO \$100k--HUMAN SVCS	\$59.00
	HAUGAN, KELLY J	DAY TRIPS 3/16/23 KENMARE & 3/22/23 GLENBURN--EMERG MGMT	\$98.25
	IDEMIA IDENTITY & SECURITY USA LLC	LIVESCAN MAINT & SUPPORT 1.1.23-12.31.23--JAIL OPERATIONS	\$5,676.00
	INFORMATION TECHNOLOGY DEPT	DP 521 - WAN ACCESS--IT	\$510.00
	INFORMATION TECHNOLOGY DEPT	DP 602 - AZURE AD PLAN 2--IT	\$56.50
	INFORMATION TECHNOLOGY DEPT	DP 608 & 609 - OFFICE 365--IT	\$35.25
	INFORMATION TECHNOLOGY DEPT	DP 618 - INTUNE--IT	\$30.00
	INFORMATION TECHNOLOGY DEPT	DP 630 - ADOBE ACROBAT--IT	\$100.00
	INFORMATION TECHNOLOGY DEPT	DP 650 - SSL VPN CLIENT--IT	\$295.00
	INFORMATION TECHNOLOGY DEPT	DP 853 - ACTIVE DIRECTORY USER FEE--IT	\$147.15
	INFORMATION TECHNOLOGY DEPT	TC 381 - PEXIP VIRTUAL MEETING ROOM (AUDIO CONFERENCE)--IT	\$16.75
	JOHNSON, JODI L	OVERNIGHT TRAVEL 3/17/23-3/20/23--SCHOOL SUPERINTENDENT	\$230.22
	KOSSAN, KENTON	OVERNIGHT TRAVEL 3/20/23-3/24/23 BISMARCK--EMERGENCY MGMT	\$144.10
	KOWALCZYK, KRISTIN L	DAY TRIP 3/22/23 POWERS LAKE--RECORDER	\$107.42
	MARCO TECHNOLOGIES, LLC NW7128	SERVICE INV TS DEAD AIR CALLS ON 3RD & 4TH FLOOR--IT	\$400.00
	MARCO TECHNOLOGIES, LLC NW7128	CISCO 9200L NW SWITCH ESSENTIALS LICENSE--IT	\$2,484.06
	MARCO TECHNOLOGIES, LLC NW7128	TS VOICE DELAY WHEN CONNECTING CALL--IT	\$400.00
	MARCO TECHNOLOGIES, LLC NW7128	2 CISCO 9200L NETWORK SWITCHES--IT	\$12,572.65
191158	MDU - BISMARCK OFFICE	NATURAL GAS FOR COURTHOUSE--FACILITY MANAGEMENT	\$2,509.70
191158	MDU - BISMARCK OFFICE	NATURAL GAS FOR JAIL--FACILITY MANAGEMENT	\$2,255.26
191158	MDU - BISMARCK OFFICE	NATURAL GAS FOR ADMIN BUILDING--FACILITY MANAGEMENT	\$1,882.14
191158	MDU - BISMARCK OFFICE	NATURAL GAS FOR 900 BLDG--FACILITY MANAGEMENT	\$2,281.53
191158	MDU - BISMARCK OFFICE	NATURAL GAS FOR 425 BUILDING--FACILITY MANAGEMENT	\$286.02
191158	MDU - BISMARCK OFFICE	NATURAL GAS FOR COUNTY NORTH--FACILITY MANAGEMENT	\$646.54
191158	MDU - BISMARCK OFFICE	NATURAL GAS FOR JAIL--FACILITY MANAGEMENT	\$4,383.96
191159	ND ASSOC OF COUNTIES	ANNUAL SPECIAL OPS FUND COUNTY SHARE 2023--GENERAL	\$800.00
	ND DEPT OF CORRECTIONS & REHAB	INTERSTATE COMPACT PROGRAM TRANS FEES - FEB 2023--SHERIFF	\$75.00
	NORTHERN PLAINS CHILDREN'S ADVOCACY CN	ARPA PROJ #93 - FORENSIC INTERVIEWS/THERAPY--COMMISSIONERS	\$14,278.57
	NORTHERN PLAINS CHILDREN'S ADVOCACY CN	ARPA PROJ #93 - FORENSIC INTERVIEWS/THERAPY--COMMISSIONERS	\$21,956.15
	NOVA FIRE PROTECTION, INC	REPLACEMENT FLANGE AND ELBOW--FACILITY MANAGEMENT	\$1,020.00
	OTIS ELEVATOR CO INC	OVERTIME SERVICE CALL-JAIL WEST SIDE ELEVATOR--FACILITY MGMT	\$2,000.00
191160	ROCHESTER ARMORED CAR CO INC	ARMORED CAR SERVICE - MARCH 2023--AUDITOR AND TREASURER	\$515.65
	SOURIS VALLEY ANIMAL SHELTER	ANIMAL BOARDING - AKIRA MAE--SHERIFF	\$160.00
	SOURIS VALLEY ANIMAL SHELTER	ANIMAL BOARDING - BRUNO--SHERIFF	\$160.00
	SOURIS VALLEY ANIMAL SHELTER	ANIMAL BOARDING - RAVEN--SHERIFF	\$160.00
191161	UNITED MAILING SERVICES INC	POSTAGE--EXTENSION SERVICE	\$128.08
191161	UNITED MAILING SERVICES INC	POSTAGE--EXTENSION SERVICE	\$37.51
191161	UNITED MAILING SERVICES INC	SERVICES--EXTENSION SERVICE	\$37.08
191167	UNITED MAILING SERVICES INC	POSTAGE--HUMAN SERVICES	\$230.45
191167	UNITED MAILING SERVICES INC	SERVICES--HUMAN SERVICES	\$74.04
191161	UNITED MAILING SERVICES INC	POSTAGE--GENERAL	\$1,361.93
191161	UNITED MAILING SERVICES INC	SERVICES--GENERAL	\$371.66
	WESTLIE MOTOR CO	SEATBELT EXTENSIONS--SHERIFF	\$0.12
191162	XCEL ENERGY	ELECTRICITY JAIL--FACILITY MANAGEMENT	\$12,722.91
191162	XCEL ENERGY	ELECTRICITY ADMIN BLDG--FACILITY MANAGEMENT	\$7,843.95
191162	XCEL ENERGY	ELECTRICITY FOR SOO LINE PARKING LOT--FACILITY MANAGEMENT	\$50.20
191162	XCEL ENERGY	ELECTRICITY 900 BLDG--FACILITY MANAGEMENT	\$30.32
191162	XCEL ENERGY	ELECTRICITY 900 BLDG--FACILITY MANAGEMENT	\$742.96
Total General Bills:			\$110,275.36

PARK BOARD BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
191157	XCEL ENERGY	UTILITIES	\$36.86
Total Park Board Bills:			\$36.86

ROAD/HIGHWAY BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT

	ACME TOOLS GRAND FORKS	HEAT GUN	\$149.00
	B & G ELECTRIC LLC	BATHROOM REMODEL - KENMARE	\$1,173.31
	CAPITAL ONE TRADE CREDIT	FAN, SNOW PUSHER	\$289.98
	CAPITAL ONE TRADE CREDIT	LINKS, PAD	\$19.96
	DAKOTA FIRE EXTINGUISHER INC	ANNUAL SERVICE	\$3,205.39
	DAKOTA FLUID POWER INC	GATE HOSE ASSEMBLY	\$36.82
	DAKOTA FLUID POWER INC	GASTE HOSE ASSY	\$125.75
	DAKOTALAND AUTOGLASS	ADHESIVE DISC'S	\$105.64
	DAKOTALAND AUTOGLASS	WINDSHIELD INSTALL UNIT #135	\$324.40
	ECOLAB PEST ELIMINATION INC	PEST ELIMINATION	\$275.00
	ECOLAB PEST ELIMINATION INC	PEST ELIMINATION	\$118.71
	FARMERS UNION HARDWARE	LATEX CAULK	\$11.98
	GERDAU	SHEET IRON	\$73.50
	HESKIN, LOWELL	TEMP EASEMENT SW4 36-156-81 0.052 ACRES	\$330.00
	JOHNSON, JARED A	OVERNIGHT TRAVEL 03/13/23-03/15/23 FARGO	\$63.00
	KLJ ENGINEERING LLC	ENG SVC-PROJ #1315113 - CR18 PERIOD ENDING 3.11.23	\$1,687.94
	LAWSON PRODUCTS INC	TEES - RETURNED	-\$96.44
	LAWSON PRODUCTS INC	SCREWS, SOLDER SEAL	\$282.25
	MARCO TECHNOLOGIES, LLC NW7128	WEBROOT SVC	\$72.00
191153	MDU - BISMARCK OFFICE	UTILITIES	\$1,108.52
191153	MDU - BISMARCK OFFICE	UTILITIES	\$2,258.80
191153	MDU - BISMARCK OFFICE	UTILITIES	\$692.07
191153	MDU - BISMARCK OFFICE	UTILITIES	\$2,020.45
191153	MDU - BISMARCK OFFICE	UTILITIES	\$293.61
	MENARDS - MINOT	FANS	\$119.98
	MENARDS - MINOT	PAINT, LUBRICANT	\$148.34
	MENARDS - MINOT	GRINDER, WHEELS	\$176.02
	MENARDS - MINOT	BATTERIES	\$23.34
	MENARDS - MINOT	SHELVING - KNOBS	\$44.60
	MENARDS - MINOT	CHANNEL LOCKS, DRIVERS	\$115.74
191154	OTTERTAIL POWER CO	UTILITIES	\$230.24
	PARKLAND USA CORP DBA FARSTAD OIL	GREASE	\$646.40
	RDO/POWERPLAN	WIPER BLADES	\$104.44
	SUNDRE SAND & GRAVEL INC	392.02 TONS SALT SAND	\$12,133.02
	SWANSTON EQUIPMENT CO	BROOMS	\$1,574.84
	SWARTOUT, ROBERT C	OVERNIGHT TRAVEL 03/13/23-03/15/23 FARGO	\$63.00
191155	TRI N PROPANE	PROPANE HEAT - DOUGLAS	\$623.70
191156	XCEL ENERGY	UTILITIES - BERTHOLD	\$73.19
Total Road/Highway Bills:			\$30,698.49

VISION ZERO BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
			\$0.00
Total Vision Zero Bills:			\$0.00

GRAND TOTAL \$141,010.71

WARD COUNTY HUMAN SERVICE ZONE

LISTING OF BILLS

BILLS PAID - April 4, 2023

ZONE BOARD REVIEW- April 18, 2023

HUMAN SERVICE ZONE

VENDOR	DESCRIPTION	AMOUNT
Mercedes Drechsel	Employee Travel	49.78
Gate City Bank	FHRR-FC Bank Account	454.37
Andrea Kath	FHRR-Replace items lost to fire	500.00
Allison Kosanda	FC-Child Meal	8.70
Jenna Lyon-Aasand	Employee Travel-Feb 2023	90.39
Jenna Lyon-Aasand	Employee Travel-Dec & Jan 23	164.31
Northern Testing	S&P-Drug Testing	724.50
TOTAL		1,992.05

Page 1

Schedule No.	2932
Date Forwarded to	
County Auditor:	03/20/23
Date Paid	03/02/23

The foregoing accounts and/or claims have received administrative examination and have been approved for payment in the amounts stated.

Kristi Frederick, County Director
Amy Boyle, ABS I



Noreen Barton
Ward County Tax Director
PO Box 5005
Minot, ND 58702-5005
(701) 857-6430
noreen.barton@wardnd.com
www.wardnd.com

MEMO

DATE: 4/4/2023

TO: Ward County Commissioners

FROM: Noreen Barton Director of Tax Equalization

RE: Tax Roll Adjustments & Items for Consideration and Action on April 4, 2023

1. Property Owner qualifies for Farm Residence Exemption:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Buee, Justin & Brandi	KK310990000010 Olt 1 of E2NE S31-156-84	14101 Hwy 2 & 52 W Burlington, ND 58722	2022	\$235,000	\$1,000	\$10,575	\$50
Buee, Justin & Brandi	KK310990000010 Olt 1 of E2NE S31-156-84	14101 Hwy 2 & 52 W Burlington, ND 58722	2021	\$217,000	\$1,000	\$9,765	\$50
Vollmer, Kirk & Karla	SU350990000070 Olt 7 of SWNW S35-155-81	2301 153 rd ST SE Norwich, ND 58768	2022	\$412,000	\$1,000	\$18,540	\$50
Vollmer, Kirk & Karla	SU350990000070 Olt 7 of SWNW S35-155-81	2301 153 rd ST SE Norwich, ND 58768	2021	\$384,000	\$1,000	\$17,280	\$50

2. MH was removed from Park without a Moving Permit:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Dwire, Natasha	MI5102915 Jefferson MHP Lot C 26	3100 11 th Ave SE Lot C 26 Minot, ND 58701	2023	\$2,000	\$0.00	\$90	\$0.00
Dwire, Natasha	MI5102915 Jefferson MHP Lot C 26	3100 11 th Ave SE Lot C 26 Minot, ND 58701	2022	\$2,000	\$0.00	\$90	\$0.00

Certificate Of Completion

Envelope Id: BA211B4D74A3424AB663DAF2D108D592

Status: Sent

Subject: Complete with DocuSign: C#10731 Ward County Courthouse-FIRE_Mon Agree.pdf, Ward County Court...

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Sandy Johnson

AutoNav: Enabled

1 Water St W

Envelopeld Stamping: Enabled

Ste 110

Time Zone: (UTC-06:00) Central Time (US & Canada)

Saint Paul, MN 55107

sjohnson@electrowatchman.com

IP Address: 96.2.245.147

Record Tracking

Status: Original

Holder: Sandy Johnson

Location: DocuSign

3/23/2023 1:06:13 PM

sjohnson@electrowatchman.com

Signer Events**Signature****Timestamp**

Jason Blowers

Sent: 3/23/2023 1:08:50 PM

Jason.Blowers@co.ward.nd.us

Viewed: 3/23/2023 1:12:53 PM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/23/2023 1:12:53 PM

ID: 1bda1d25-daba-41bd-9767-b4d68dca64cf

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jamie Gleich

jgleich@electrowatchman.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/23/2023 1:08:50 PM

Certified Delivered

Security Checked

3/23/2023 1:12:53 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Electro Watchman Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Electro Watchman Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: juliebechtold@electrowatchman.com

To advise Electro Watchman Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at juliebechtold@electrowatchman.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Electro Watchman Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to juliebechtold@electrowatchman.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Electro Watchman Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to juliebechtold@electrowatchman.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Electro Watchman Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Electro Watchman Inc. during the course of your relationship with Electro Watchman Inc..

Electro Watchman, Inc

ONE WEST WATER STREET SUITE 110 • (651) 227 8461 • ST. PAUL, MN 55107 2025

Since 1921

Monitoring Agreement

This Agreement is made this day March 23rd, 2023 by and between Electro Watchman, Inc., hereinafter called "E.W. Inc.," and Ward County Courthouse hereinafter called

"Subscriber," with respect to Subscriber's premise at 315 3rd St. SE
Minot, ND 58702

City, State, Zip Code

Phone

1. THE SYSTEM. E.W., Inc. agrees to provide or cause to be provided at the address indicated above (hereinafter called "the Premises") the services and/or connections (sometimes referred to herein as "the System") specified below.

2. PAYMENT. Subscriber agrees to pay E.W., Inc., its agents or assigns the connection charge of n/a Dollars (\$ n/a), as well as the monthly charge of thirty-nine and 95/100 Dollars (\$ 39.95), plus any taxes including sales taxes, fees or charges that are imposed by any governmental body related to the service provided under this Agreement. The Connection Charge is payable upon completion of the installation. The Monthly Charges are payable ANNUALLY in advance for the period of this Agreement.

3. TERM. This Agreement shall remain in full force and effect for a period of THREE years(s) from the date service is operative hereunder, and shall continue automatically thereafter for additional annual periods until terminated by either party. Should Subscriber vacate the premises this Agreement may also be terminated by either party. In case of such terminations, thirty (30) days' written notice shall be delivered by either party to the others.

4. SCHEDULE OF MAINTENANCE AND/OR MONITORING SERVICE.

Type of Protective Signaling System: CELLULAR MON EWI ** Signal Transmission Equipment:

- ☐ Maintenance Service _____
- ☒ Number of signals to be transmitted burg, daily test, low battery, AC power fail
- ☐ E.W., Inc. Emergency Service Response _____
- ☐ Key Service _____
- ☐ * Connection to E.W., Inc.'s Central Station
- ☐ Automatic Dialer Transmitting Unit to be used for notification over Subscriber's telephone lines of Law Enforcement Agency having jurisdiction. (Agency Name: _____)
- ☐ Digital Communicator to be used for notification of E.W., Inc.'s Central Station over Subscriber's telephone lines.
- ☒ MONITORING ONLY, NO SERVICE INCLUDED
- ☐ _____

* Lines leased from the telephone company will be installed by them in accordance with their standard procedures.

** IMPORTANT: Signal transmission equipment and the associated receiving equipment at the monitoring station, is and shall remain, the sole property of E.W., Inc. Upon termination of this Agreement, for any reason whatsoever, E.W., Inc. shall have the right to enter the Subscriber's premises and remove its equipment therefrom without liability for damage necessarily done to the premises in doing so.

5. ENTIRE UNDERSTANDING. Subscriber acknowledges receipt of a copy of this Agreement. This Agreement contains the entire understanding of the parties and supersedes any other oral or written agreements or representations.

6. E. W., INC. IS NOT AN INSURER-LIMITATION OF LIABILITY. It is understood and agreed by and between the parties hereto that E.W., Inc. is not an insurer nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by Subscriber. Payments provided for herein are based solely upon the value of the services provided for, and are unrelated to the value of Subscriber's property or the property of others on Subscriber's premises. The amounts payable by Subscriber are not sufficient to warrant E. W., Inc. assuming any risk of consequential or other damages to Subscriber due to E. W., Inc.'s negligence or failure to perform. Subscriber does not desire this Agreement to provide for the liability of E.W., Inc., and Subscriber agrees that E.W., Inc. shall not be liable for loss or damage due directly or indirectly to any occurrence or consequences therefrom which the System is designed to detect or avert. If E. W., Inc. should be found liable for loss or damage due to a failure on the part of E. W., Inc. or the System, in any respect, its liability shall be limited to the refund to Subscriber of an amount equal to six (6) times the total monthly charge shown herein, or to the sum of Two Hundred Fifty (\$250.00) Dollars, whichever sum shall be less, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement, or from negligence, active or otherwise, or E. W., Inc., its agents, or employees.

7. E. W., INC.'S LIABILITY. E. W., Inc. does not represent or warrant that the System may not be compromised or circumvented; that the System will prevent any loss by burglary, hold-up, fire or otherwise; or that the System will in all cases provide the protection for which it is installed or intended. Subscriber acknowledge that E.W., Inc. is not an insurer, that Subscriber assumes all risk for loss or damage to Subscriber's premises or to its contents, that E. W., Inc. has made no representations or warranties, nor has Subscriber relied on any representations or warranties, express or implied, except as set forth herein, and Subscriber acknowledges that he has read and understands this Agreement, particularly Paragraph 6 above which set forth E. W., Inc.'s obligation and maximum liability in the event of any loss or damage to Subscriber.

E.W., INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE. EXCEPT FOR PERSONAL INJURY, E. W., INC. SHALL NOT BE LIABLE FOR DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES. YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Accepted: by **Electro Watchman, Inc.**

Date: March 23rd, 2023

By: _____

Title: District Manager

Submitted By: Jamie Gleich

Ward County Courthouse

Subscriber

Authorized Representative

THE TERMS AND CONDITIONS CONTAINED ON REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF.

SIGN HERE

8. SUBSCRIBER'S RESPONSIBILITY. Subscriber Agrees:

- (a) To furnish to E.W., Inc. in writing and on a continuing basis, a list of the names, titles and residence telephone numbers of all persons authorized to enter the premises of Subscriber during closed periods.
- (b) Recognizing that the System is designed to provide coverage based upon the layout of the premises at the time of installation, to notify E.W., Inc. of any alterations, remodeling, or any stock, fixture or structural changes, and to bear the cost of changes in the System required as a result which are authorized by Subscriber.
- (c) Not to tamper with, disturb, injure, misuse, abuse, remove or otherwise interfere with the System, nor to permit the same to be done; and to indemnify and pay to E.W., Inc., the cost of repair or replacement of any loss or damage to the System, including but not limited to loss by fire, earthquake, riot, vandalism, flood or other damage or destruction.
- (d) To maintain, repair, service and/or to assure the operation of any other property, system or any device of Subscriber or of others to which the System may be attached or connected, and to redecorate any portion of Subscriber's premises affected by the removal of all or part of the System.
- (e) To provide uninterrupted 110 Volt A.C. power at location(s) through Subscriber's meter and at Subscriber's expense.
- (f) To the extent that the System is under Subscriber's control:
 - (1) To carefully and properly set the System immediately prior to the closing of the premises and carefully test the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that E.W., Inc. is unable to detect such changes, and, accordingly, that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained.
 - (2) To turn off or remove all things which are the source of air turbulence or a movement which may interfere with the effectiveness of the System, and particularly space protection components of the System, during closing periods while the System is on.
 - (3) To refrain from causing false alarms through the carelessness of Subscriber or the malicious or accidental use of the System and to reimburse E.W., Inc. for payment of any false alarm fine, penalty or fee assessed against E.W., Inc. by any governmental or municipal agency as a result of such false alarms and, in addition, to bear the expense of the cost of any E.W., Inc. response to such false alarms.
 - (4) Recognizing that E.W., Inc. may have no means of knowing if and when the System is operating, to notify E.W., Inc. upon discovery of a need for service.

9. SUBSCRIBER'S AUTHORIZATIONS. Subscriber hereby authorizes and empowers E.W., Inc., its agents or assigns to:

- (a) Install and service the System and in so doing to make any necessary inspections, tests (where feasible), changes and repairs as required.
- (b) Detain and/or report to the proper authorities any person or persons, on or about the premises not authorized by Subscriber to enter the premises of Subscriber during the scheduled closed periods, and in such case, Subscriber agrees to indemnify and to hold E.W., Inc. harmless against any liability or expense resulting from such action on the part of E.W., Inc. or its representative carrying out the aforesaid instructions.
- (c) If key service is provided, enter the premises of Subscriber in the event of an emergency occurring during periods of Subscriber's apparent or actual absence for the purpose of making emergency repairs to the System and/or acting as Subscriber's agent in taking action which in E.W., Inc.'s best judgment is necessary, and further to provide emergency repairs or to authorize emergency repairs to be made by others at Subscriber's expense.
- (d) In the event of any default by Subscriber, or upon any termination of this Agreement, enter the premises where the System is located for the purpose of removing all or part of the System.

10. E.W., INC.'S RESPONSIBILITY. E.W., Inc. agrees to, without warranty, make every reasonable effort to:

- (a) Perform all repairs to the System necessitated by ordinary wear and tear.
- (b) If the System is designated in Paragraph 4 on the reverse side hereof as being connected to E.W. Inc.'s Central Station, then:
 - (1) Upon receipt of a signal which in the best judgment of E.W., Inc. is a burglar alarm signal, transmit the alarm to the Public Police Department and notify Subscriber or his designated representative (unless key service is provided) by calling the telephone number supplied to E.W., Inc. in writing by Subscriber.
 - (2) Upon receipt of a hold-up signal, transmit the alarm to the Public Police Department.
 - (3) Upon receipt of a signal which in the best judgment of E.W., Inc. is a sprinkler signal, water flow signal, manual or automatic fire alarm signal, transmit the alarm to the Public Fire Department and notify Subscriber or his designated representative by calling the telephone number supplied to E.W., Inc. by Subscriber.
 - (4) Upon receipt of a signal which in the best judgment of E.W., Inc. is a monitor signal, notify Subscriber or his designated representative by calling the telephone number supplied to E.W., Inc. in writing by Subscriber.
- (c) If the System is designated in Paragraph 4 on the reverse side hereof as a "local Alarm" type of System, then, upon receipt of information that the System is sounding on the premises of Subscriber, E.W., Inc. will make reasonable efforts to notify Subscriber, or his designated representative, by calling the telephone number supplied to E.W., Inc. in writing by Subscriber. In the event Subscriber cannot be reached or does not appear to be at the above-described premises within thirty (30) minutes from the time that E.W., Inc. received information that the System was sounding, or in the event E.W., Inc. shall be called to turn off the System at any time, by any public officer or official; Subscriber hereby authorizes and appoints E.W., Inc., as its agent, to turn off the System and further agrees to hold E.W., Inc. harmless and to indemnify E.W., Inc. from any damage, loss or liability which may result from turning off the System by E.W., Inc. Subscriber authorizes and directs E.W., Inc. to detain and/or report to the proper authorities any person or person on the premises of Subscriber during any apparent closed period and to hold such person or persons until released by Subscriber or his known representative, and in such case Subscriber agrees to indemnify E.W., Inc. and to hold E.W., Inc. harmless against any liability or expense resulting from any such action on the part of E.W., Inc., or its representative, in carrying out the aforesaid instructions.

11. INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE.

- (a) All charges set forth herein are based upon existing federal, state, and local taxes and utility charges, including but not limited to telephone company line charges. E.W., Inc. shall have the right at any time to increase the charges provided herein to reflect any additional taxes, fees or charges which may hereafter be imposed by any utility or governmental agency relating to the installation or service provided under the terms of this Agreement, and Subscriber agrees to pay the same.
- (b) Notwithstanding the other terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of installation, E.W., Inc. may, at any time, increase the monthly service charge upon giving Subscriber notice in writing. In the event Subscriber shall be unwilling to pay the increased monthly charge, Subscriber may terminate this Agreement upon giving notice in writing to E.W., Inc. within thirty (30) days from receipt of E.W., Inc.'s notice, provided Subscriber shall not be in default of any of the terms and conditions of this Agreement. Failure to notify E.W., Inc. within thirty (30) days will constitute Subscriber's consent to the increase, and all of the other terms and conditions of this Agreement shall then remain in full force and effect.

12. SUSPENSION OR CANCELLATION OF THIS AGREEMENT.

- (a) E.W., Inc. assumes no liability for delay in installation of equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failure, insurrection, interruption of or unavailability of telephone service, acts of God or any other cause beyond the control of E.W., Inc. and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue.
- (b) This Agreement may be suspended or cancelled, without notice and without liability or penalty, at the option of E.W., Inc., in the event E.W., Inc.'s Central Station, connecting wires or other equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that E.W., Inc. is unable either to secure or retain the connections or privileges necessary for the transmission of signals between Subscriber's premises and E.W., Inc.'s Central Station or between the Central Station and the public police or fire department for any reason whatsoever.
- (c) If the System serviced hereunder is to be connected to an outside location other than E.W., Inc.'s Central Station, this Agreement may be suspended or cancelled without notice and without liability or penalty, at the option of E.W., Inc., in the event that E.W., Inc. is unable either to secure or retain the connections or privileges necessary for the transmission of signals between Subscriber's premises and the outside location.
- (d) This Agreement may be suspended or cancelled by Subscriber upon written notice at any time in the event that Subscriber's premises are destroyed by fire or other catastrophe or so substantially damaged that it is impractical to continue service. Any advance payments made by Subscriber to E.W., Inc. for services which would have been rendered during such suspension or subsequent to such cancellation shall be refunded to Subscriber.

13. TELEPHONE LINE AUTHORIZATION. If the System furnished hereunder is to be connected to an outside location (except McCulloh Loop System), Subscriber authorizes E.W., Inc. to place the order for the required facilities with the telephone company and to direct the telephone company to bill such charges to Subscriber.

14. DEFAULT OR TERMINATION. In the event Subscriber defaults in the performance of any of the terms or conditions of the Agreement, including the failure to make any payment as agreed herein, the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable at the option of E.W., Inc. In addition, Subscriber agrees to pay to E.W., Inc. all sums to which E.W., Inc. may be entitled under the law by virtue of said default, including reasonable attorneys' fees. Removal of the System by E.W., Inc. as authorized by Subscriber pursuant to Paragraph 9(d) of the Agreement, shall not be considered to constitute a breach by E.W., Inc. of this Agreement or waiver of E.W., Inc.'s rights to such damages to which it may be entitled under the law.

15. SUBROGATION. Subscriber does hereby for himself and any parties claiming under him, release and discharge E.W., Inc. from and against all hazards covered by Subscriber's insurance, and all claims against E.W., Inc. arising out of such hazards, including any right of subrogation by Subscriber's insurance carrier, are hereby waived by Subscriber, and Subscriber shall promptly so notify its insurance carrier.

16. THIRD PARTY INDEMNIFICATION. In the event any person not a party to this Agreement shall file any claim against E.W., Inc. for any reason whatsoever related to the installation, maintenance, operation, mis-operation or non-operation of the System, Subscriber agrees to indemnify, defend and hold E.W., Inc. harmless from any and all claims including the payment of all damages, expenses, costs and attorney's fees.

17. ASSIGNMENT. This Agreement is not assignable by Subscriber except upon prior written consent by E.W., Inc.

Electro Watchman, Inc

ONE WEST WATER STREET SUITE 110 • (651) 227 8461 • ST. PAUL, MN 55107 2025

Since 1921

Monitoring Agreement

This Agreement is made this day March 23rd, 2023 by and between Electro Watchman, Inc., hereinafter called "E.W. Inc.," and Ward County Courthouse hereinafter called

"Subscriber," with respect to Subscriber's premise at 315 3rd St. SE
Minot, ND 58702

City, State, Zip Code

Phone

1. THE SYSTEM. E.W., Inc. agrees to provide or cause to be provided at the address indicated above (hereinafter called "the Premises") the services and/or connections (sometimes referred to herein as "the System") specified below.

2. PAYMENT. Subscriber agrees to pay E.W., Inc., its agents or assigns the connection charge of n/a Dollars (\$ n/a), as well as the monthly charge of twenty nine and 95/100 Dollars (\$ 29.95), plus any taxes including sales taxes, fees or charges that are imposed by any governmental body related to the service provided under this Agreement. The Connection Charge is payable upon completion of the installation. The Monthly Charges are payable ANNUALLY in advance for the period of this Agreement.

3. TERM. This Agreement shall remain in full force and effect for a period of THREE years(s) from the date service is operative hereunder, and shall continue automatically thereafter for additional annual periods until terminated by either party. Should Subscriber vacate the premises this Agreement may also be terminated by either party. In case of such terminations, thirty (30) days' written notice shall be delivered by either party to the others.

4. SCHEDULE OF MAINTENANCE AND/OR MONITORING SERVICE.

Type of Protective Signaling System: DIGITAL MON EWI ** Signal Transmission Equipment:

- ☐ Maintenance Service _____
- ☒ Number of signals to be transmitted fire, fire trouble, daily test, low battery, AC power fail
- ☐ E.W., Inc. Emergency Service Response _____
- ☐ Key Service _____
- ☐ * Connection to E.W., Inc.'s Central Station
- ☐ Automatic Dialer Transmitting Unit to be used for notification over Subscriber's telephone lines of Law Enforcement Agency having jurisdiction. (Agency Name: _____)
- ☐ Digital Communicator to be used for notification of E.W., Inc.'s Central Station over Subscriber's telephone lines.
- ☒ MONITORING ONLY, NO SERVICE INCLUDED
- ☐ _____

* Lines leased from the telephone company will be installed by them in accordance with their standard procedures.

** IMPORTANT: Signal transmission equipment and the associated receiving equipment at the monitoring station, is and shall remain, the sole property of E.W., Inc. Upon termination of this Agreement, for any reason whatsoever, E.W., Inc. shall have the right to enter the Subscriber's premises and remove its equipment therefrom without liability for damage necessarily done to the premises in doing so.

5. ENTIRE UNDERSTANDING. Subscriber acknowledges receipt of a copy of this Agreement. This Agreement contains the entire understanding of the parties and supersedes any other oral or written agreements or representations.

6. E. W., INC. IS NOT AN INSURER-LIMITATION OF LIABILITY. It is understood and agreed by and between the parties hereto that E.W., Inc. is not an insurer nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by Subscriber. Payments provided for herein are based solely upon the value of the services provided for, and are unrelated to the value of Subscriber's property or the property of others on Subscriber's premises. The amounts payable by Subscriber are not sufficient to warrant E. W., Inc. assuming any risk of consequential or other damages to Subscriber due to E. W., Inc.'s negligence or failure to perform. Subscriber does not desire this Agreement to provide for the liability of E.W., Inc., and Subscriber agrees that E.W., Inc. shall not be liable for loss or damage due directly or indirectly to any occurrence or consequences therefrom which the System is designed to detect or avert. If E. W., Inc. should be found liable for loss or damage due to a failure on the part of E. W., Inc. or the System, in any respect, its liability shall be limited to the refund to Subscriber of an amount equal to six (6) times the total monthly charge shown herein, or to the sum of Two Hundred Fifty (\$250.00) Dollars, whichever sum shall be less, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement, or from negligence, active or otherwise, or E. W., Inc., its agents, or employees.

7. E. W., INC.'S LIABILITY. E. W., Inc. does not represent or warrant that the System may not be compromised or circumvented; that the System will prevent any loss by burglary, hold-up, fire or otherwise; or that the System will in all cases provide the protection for which it is installed or intended. Subscriber acknowledge that E.W., Inc. is not an insurer, that Subscriber assumes all risk for loss or damage to Subscriber's premises or to its contents, that E. W., Inc. has made no representations or warranties, nor has Subscriber relied on any representations or warranties, express or implied, except as set forth herein, and Subscriber acknowledges that he has read and understands this Agreement, particularly Paragraph 6 above which set forth E. W., Inc.'s obligation and maximum liability in the event of any loss or damage to Subscriber.

E.W., INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE. EXCEPT FOR PERSONAL INJURY, E. W., INC. SHALL NOT BE LIABLE FOR DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES. YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Accepted: by **Electro Watchman, Inc.**

Date: March 23rd, 2023

By: _____

Title: District Manager

Submitted By: Jamie Gleich

Ward County Courthouse

Subscriber

Authorized Representative

THE TERMS AND CONDITIONS CONTAINED ON REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART HEREOF.

SIGN HERE

8. SUBSCRIBER'S RESPONSIBILITY. Subscriber Agrees:

- (a) To furnish to E.W., Inc. in writing and on a continuing basis, a list of the names, titles and residence telephone numbers of all persons authorized to enter the premises of Subscriber during closed periods.
- (b) Recognizing that the System is designed to provide coverage based upon the layout of the premises at the time of installation, to notify E.W., Inc. of any alterations, remodeling, or any stock, fixture or structural changes, and to bear the cost of changes in the System required as a result which are authorized by Subscriber.
- (c) Not to tamper with, disturb, injure, misuse, abuse, remove or otherwise interfere with the System, nor to permit the same to be done; and to indemnify and pay to E.W., Inc., the cost of repair or replacement of any loss or damage to the System, including but not limited to loss by fire, earthquake, riot, vandalism, flood or other damage or destruction.
- (d) To maintain, repair, service and/or to assure the operation of any other property, system or any device of Subscriber or of others to which the System may be attached or connected, and to redecorate any portion of Subscriber's premises affected by the removal of all or part of the System.
- (e) To provide uninterrupted 110 Volt A.C. power at location(s) through Subscriber's meter and at Subscriber's expense.
- (f) To the extent that the System is under Subscriber's control:
 - (1) To carefully and properly set the System immediately prior to the closing of the premises and carefully test the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that E.W., Inc. is unable to detect such changes, and, accordingly, that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained.
 - (2) To turn off or remove all things which are the source of air turbulence or a movement which may interfere with the effectiveness of the System, and particularly space protection components of the System, during closing periods while the System is on.
 - (3) To refrain from causing false alarms through the carelessness of Subscriber or the malicious or accidental use of the System and to reimburse E.W., Inc. for payment of any false alarm fine, penalty or fee assessed against E.W., Inc. by any governmental or municipal agency as a result of such false alarms and, in addition, to bear the expense of the cost of any E.W., Inc. response to such false alarms.
 - (4) Recognizing that E.W., Inc. may have no means of knowing if and when the System is operating, to notify E.W., Inc. upon discovery of a need for service.

9. SUBSCRIBER'S AUTHORIZATIONS. Subscriber hereby authorizes and empowers E.W., Inc., its agents or assigns to:

- (a) Install and service the System and in so doing to make any necessary inspections, tests (where feasible), changes and repairs as required.
- (b) Detain and/or report to the proper authorities any person or persons, on or about the premises not authorized by Subscriber to enter the premises of Subscriber during the scheduled closed periods, and in such case, Subscriber agrees to indemnify and to hold E.W., Inc. harmless against any liability or expense resulting from such action on the part of E.W., Inc. or its representative carrying out the aforesaid instructions.
- (c) If key service is provided, enter the premises of Subscriber in the event of an emergency occurring during periods of Subscriber's apparent or actual absence for the purpose of making emergency repairs to the System and/or acting as Subscriber's agent in taking action which in E.W., Inc.'s best judgment is necessary, and further to provide emergency repairs or to authorize emergency repairs to be made by others at Subscriber's expense.
- (d) In the event of any default by Subscriber, or upon any termination of this Agreement, enter the premises where the System is located for the purpose of removing all or part of the System.

10. E.W., INC.'S RESPONSIBILITY. E.W., Inc. agrees to, without warranty, make every reasonable effort to:

- (a) Perform all repairs to the System necessitated by ordinary wear and tear.
- (b) If the System is designated in Paragraph 4 on the reverse side hereof as being connected to E.W. Inc.'s Central Station, then:
 - (1) Upon receipt of a signal which in the best judgment of E.W., Inc. is a burglar alarm signal, transmit the alarm to the Public Police Department and notify Subscriber or his designated representative (unless key service is provided) by calling the telephone number supplied to E.W., Inc. in writing by Subscriber.
 - (2) Upon receipt of a hold-up signal, transmit the alarm to the Public Police Department.
 - (3) Upon receipt of a signal which in the best judgment of E.W., Inc. is a sprinkler signal, water flow signal, manual or automatic fire alarm signal, transmit the alarm to the Public Fire Department and notify Subscriber or his designated representative by calling the telephone number supplied to E.W., Inc. by Subscriber.
 - (4) Upon receipt of a signal which in the best judgment of E.W., Inc. is a monitor signal, notify Subscriber or his designated representative by calling the telephone number supplied to E.W., Inc. in writing by Subscriber.
- (c) If the System is designated in Paragraph 4 on the reverse side hereof as a "local Alarm" type of System, then, upon receipt of information that the System is sounding on the premises of Subscriber, E.W., Inc. will make reasonable efforts to notify Subscriber, or his designated representative, by calling the telephone number supplied to E.W., Inc. in writing by Subscriber. In the event Subscriber cannot be reached or does not appear to be at the above-described premises within thirty (30) minutes from the time that E.W., Inc. received information that the System was sounding, or in the event E.W., Inc. shall be called to turn off the System at any time, by any public officer or official; Subscriber hereby authorizes and appoints E.W., Inc., as its agent, to turn off the System and further agrees to hold E.W., Inc. harmless and to indemnify E.W., Inc. from any damage, loss or liability which may result from turning off the System by E.W., Inc. Subscriber authorizes and directs E.W., Inc. to detain and/or report to the proper authorities any person or person on the premises of Subscriber during any apparent closed period and to hold such person or persons until released by Subscriber or his known representative, and in such case Subscriber agrees to indemnify E.W., Inc. and to hold E.W., Inc. harmless against any liability or expense resulting from any such action on the part of E.W., Inc., or its representative, in carrying out the aforesaid instructions.

11. INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE.

- (a) All charges set forth herein are based upon existing federal, state, and local taxes and utility charges, including but not limited to telephone company line charges. E.W., Inc. shall have the right at any time to increase the charges provided herein to reflect any additional taxes, fees or charges which may hereafter be imposed by any utility or governmental agency relating to the installation or service provided under the terms of this Agreement, and Subscriber agrees to pay the same.
- (b) Notwithstanding the other terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of installation, E.W., Inc. may, at any time, increase the monthly service charge upon giving Subscriber notice in writing. In the event Subscriber shall be unwilling to pay the increased monthly charge, Subscriber may terminate this Agreement upon giving notice in writing to E.W., Inc. within thirty (30) days from receipt of E.W., Inc.'s notice, provided Subscriber shall not be in default of any of the terms and conditions of this Agreement. Failure to notify E.W., Inc. within thirty (30) days will constitute Subscriber's consent to the increase, and all of the other terms and conditions of this Agreement shall then remain in full force and effect.

12. SUSPENSION OR CANCELLATION OF THIS AGREEMENT.

- (a) E.W., Inc. assumes no liability for delay in installation of equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failure, insurrection, interruption of or unavailability of telephone service, acts of God or any other cause beyond the control of E.W., Inc. and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue.
- (b) This Agreement may be suspended or cancelled, without notice and without liability or penalty, at the option of E.W., Inc., in the event E.W., Inc.'s Central Station, connecting wires or other equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event that E.W., Inc. is unable either to secure or retain the connections or privileges necessary for the transmission of signals between Subscriber's premises and E.W., Inc.'s Central Station or between the Central Station and the public police or fire department for any reason whatsoever.
- (c) If the System serviced hereunder is to be connected to an outside location other than E.W., Inc.'s Central Station, this Agreement may be suspended or cancelled without notice and without liability or penalty, at the option of E.W., Inc., in the event that E.W., Inc. is unable either to secure or retain the connections or privileges necessary for the transmission of signals between Subscriber's premises and the outside location.
- (d) This Agreement may be suspended or cancelled by Subscriber upon written notice at any time in the event that Subscriber's premises are destroyed by fire or other catastrophe or so substantially damaged that it is impractical to continue service. Any advance payments made by Subscriber to E.W., Inc. for services which would have been rendered during such suspension or subsequent to such cancellation shall be refunded to Subscriber.

13. TELEPHONE LINE AUTHORIZATION. If the System furnished hereunder is to be connected to an outside location (except McCulloh Loop System), Subscriber authorizes E.W., Inc. to place the order for the required facilities with the telephone company and to direct the telephone company to bill such charges to Subscriber.

14. DEFAULT OR TERMINATION. In the event Subscriber defaults in the performance of any of the terms or conditions of the Agreement, including the failure to make any payment as agreed herein, the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable at the option of E.W., Inc. In addition, Subscriber agrees to pay to E.W., Inc. all sums to which E.W., Inc. may be entitled under the law by virtue of said default, including reasonable attorneys' fees. Removal of the System by E.W., Inc. as authorized by Subscriber pursuant to Paragraph 9(d) of the Agreement, shall not be considered to constitute a breach by E.W., Inc. of this Agreement or waiver of E.W., Inc.'s rights to such damages to which it may be entitled under the law.

15. SUBROGATION. Subscriber does hereby for himself and any parties claiming under him, release and discharge E.W., Inc. from and against all hazards covered by Subscriber's insurance, and all claims against E.W., Inc. arising out of such hazards, including any right of subrogation by Subscriber's insurance carrier, are hereby waived by Subscriber, and Subscriber shall promptly so notify its insurance carrier.

16. THIRD PARTY INDEMNIFICATION. In the event any person not a party to this Agreement shall file any claim against E.W., Inc. for any reason whatsoever related to the installation, maintenance, operation, mis-operation or non-operation of the System, Subscriber agrees to indemnify, defend and hold E.W., Inc. harmless from any and all claims including the payment of all damages, expenses, costs and attorney's fees.

17. ASSIGNMENT. This Agreement is not assignable by Subscriber except upon prior written consent by E.W., Inc.



Ward County Highway Department

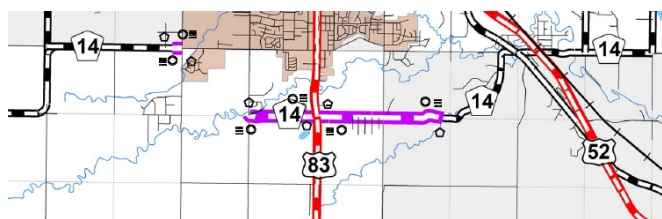
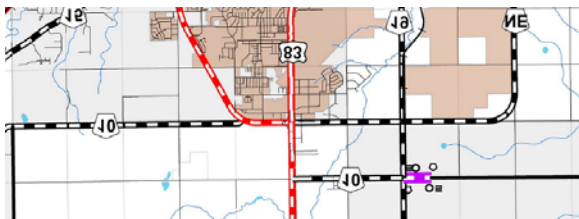
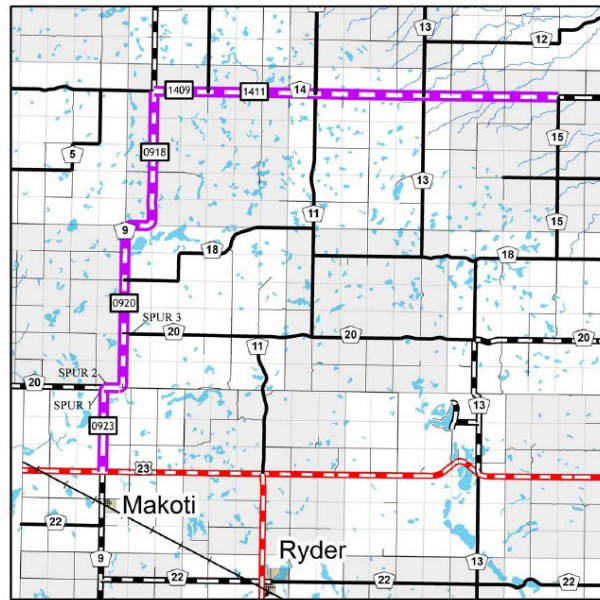
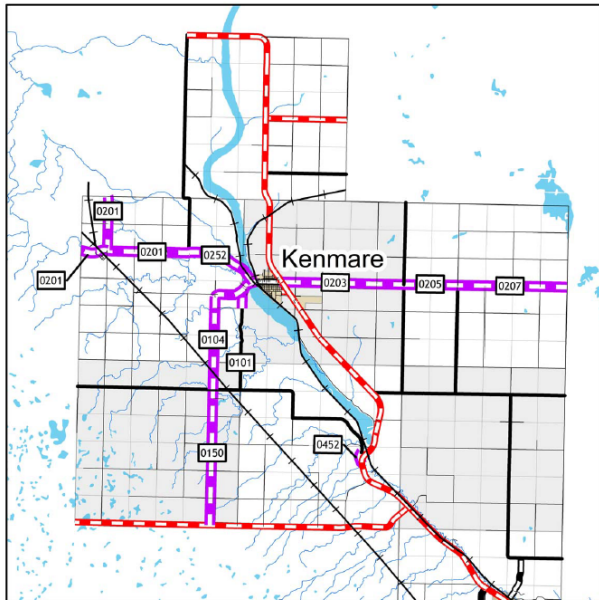
900 13th St. SE • P.O. Box 5005 • Minot, ND 58702-5005 • (701) 838-2810 • Fax (701) 838-3801

Ward County Agenda Items April 4, 2023

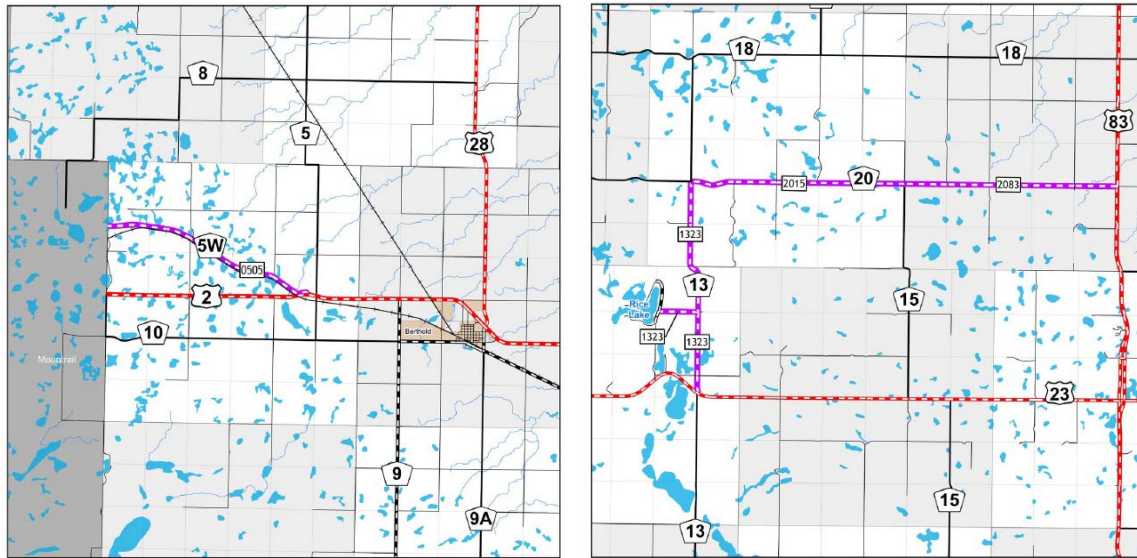
A. County wide Crack Seal, Micro Surfacing, and Chip Seal Project

Attached is a copy of the bid tabs for the county wide Crack Seal, Micro Surfacing, and Chip Sealing Project. The project consists of Crack Sealing on 73 miles of paved county roads, prior to Chip Sealing 65 miles of paved county roads and Micro Surfacing 21 miles of county road. We will also be performing some patching on a few of the roads through a separate contractor, prior to any surface treatment. I have included maps of the areas where the work will be completed. We will also be Chip Sealing a few smaller areas around Minot, such as the new turn lanes at County Road 14 and 30th Street, a portion of County Road 10, east of County Road 19, and a portion of County Road 14, starting at 16th Street SW, east to 20th Street SE. The low bid was from Asphalt Surface Technologies Corp and their bid was \$4,185,933.69.

Chip Seal Areas on County Roads 1, 2, 9, 10 and 14



Micro Surfacing Areas on County Roads 5W, 13, and 20



I would need a motion to approve the low bid of \$4,185,933.69, from Asphalt Surface Technologies Corp for the county wide Crack Seal, Micro Surfacing, and Chip Sealing project on 87 miles of county road.

B. County Road 14 (72nd St. and 37th Ave. SE) Improvements.

The project is located on County Road 14 starting just south of US Highway 2 extending south two miles and then approximately a half of a mile to the west on 37th Ave. The existing roadway is load restricted due to the poor condition of the roadway in the first mile south of US Highway 2.



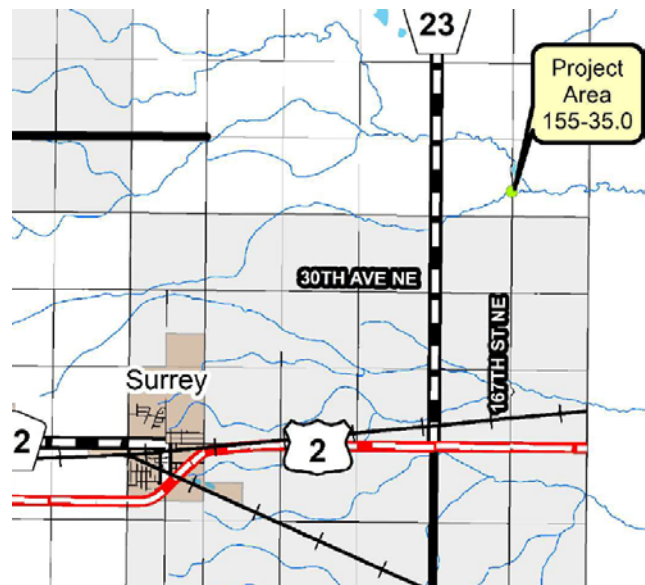
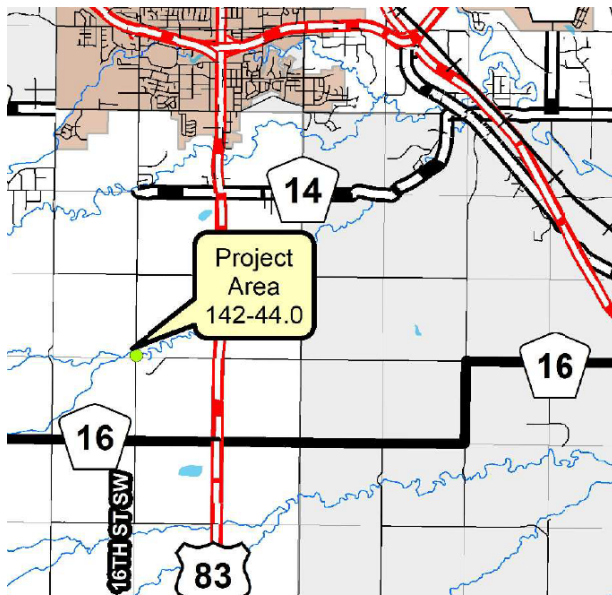
The first mile south of US Highway 2 will be reconstructed, which will consist of removing the existing asphalt surface along with some of the subgrade material. The subgrade will then be cement stabilized, four inches of gravel and four inches of pavement will be placed on the roadway. There is also a small section on 37th Ave. that will also be cement stabilized where the asphalt is breaking up. The remainder of the project will be overlaid with a two-inch overlay. We had 5 bidders on the project and I have attached a copy of the bid tab. The low bid was from Farden Construction and their bid was \$1,750,262.32.

I would need a motion to approve the low bid of \$1,750,262.32, from Farden Construction for base stabilization, aggregate base, and paving of County Road 14 (72nd St. and 37th Ave. SE)

C. Bridge Replacement in Afton and Maryland Township.

We will be opening bids Monday, April 3rd for the replacement of two bridges located on township roads. I will bring copies of the bid tab for the project to the commission meeting and will also email them out Monday late afternoon. Both of these projects were awarded cost share from the Ward County ARPA Funds. In total \$130,250 was awarded for these project. The first bridge is located south of Minot in Afton township. The existing bridge is currently in poor condition and is load limited. The bridge will be removed and replaced with three sets of 72" Reinforced Concrete Pipes. The second bridge is located northeast of Surrey in Maryland Township. The existing bridge is currently in poor condition and is load limited. The bridge will be removed and replaced with three sets of 58" x 38" Reinforced Concrete Arch Pipes. Below are location maps for the projects and pictures of the bridges.

Bridge 142-44.0 located in Afton Township and Bridge 155.35.0 located in Maryland Township



Crack Seal, Seal Coat, Micro Surfacing, & Fog Seal (#8419369)

Ward County, ND - Highway Department

03/28/2023 02:00 PM CDT

Crack Seal, Seal Coat, Micro Surfacing, & Fog Seal (#8419369)				Engineer Estimate		Asphalt Surface Technologies Corp.		Intermountain Slurry Seal Inc	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
103.01	CONTRACT BOND	LSUM	1	\$ 18,604.00	\$ 18,604.00	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00
107.0109	RAILWAY PROTECTION INSURANCE (4- LOCATIONS)	LSUM	1	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
230.0125	SHOULDER PREPARATION	MILE	87	\$ 1,400.00	\$ 121,119.60	\$ 165.00	\$ 14,274.81	\$ 250.00	\$ 21,628.50
401.015	SSIH OR CSSIH OR MS1 EMULSIFED ASPHALT (FOR FOG)	GAL	70,971	\$ 6.00	\$ 425,826.00	\$ 5.56	\$ 394,598.76	\$ 5.25	\$ 372,597.75
420.0111	CRS-2P EMULSIFED ASPHALT (FOR SEAL)	GAL	414,759	\$ 3.20	\$ 1,327,228.80	\$ 2.88	\$ 1,194,505.92	\$ 2.00	\$ 829,518.00
420.0127	COVER COAT MATERIAL CL 41-M	TON	12,980	\$ 45.00	\$ 584,100.00	\$ 63.84	\$ 828,643.20	\$ 40.00	\$ 519,200.00
421.0011	AGGREGATE FOR MICROSURFACING TYPE III	TON	3,967	\$ 85.00	\$ 337,195.00	\$ 93.21	\$ 369,764.07	\$ 275.00	\$ 1,090,925.00
421.002	ASPHALT EMULSION FOR MICROSURFACING	GAL	131,756	\$ 3.75	\$ 494,085.00	\$ 2.70	\$ 355,741.20	\$ 3.75	\$ 494,085.00
702.01	MOBILIZATION	LSUM	1	\$ 100,000.00	\$ 100,000.00	\$ 418,000.00	\$ 418,000.00	\$ 1,025,000.00	\$ 1,025,000.00
704.1	TRAFFIC CONTROL SIGNS	UNIT	10,576	\$ 3.00	\$ 31,728.00	\$ 2.10	\$ 22,209.60	\$ 3.00	\$ 31,728.00
704.1067	TUBULAR MARKERS	EA	100	\$ 5.50	\$ 550.00	\$ 5.25	\$ 525.00	\$ 10.00	\$ 1,000.00
760.001	RUMBLESTRIPS - INTERSECTION	SET	4	\$ 3,650.00	\$ 14,600.00	\$ 3,500.00	\$ 14,000.00	\$ 2,500.00	\$ 10,000.00
762.0122	PREFORMED PATTERNED PVMT MK - MESSAGE (GROOVED) (LEFT ARROW)	SF	64	\$ 40.00	\$ 2,560.00	\$ 34.18	\$ 2,187.52	\$ 50.00	\$ 3,200.00
762.0122	PREFORMED PATTERNED PVMT MK - MESSAGE (GROOVED) (RIGHT ARROW)	SF	32	\$ 40.00	\$ 1,280.00	\$ 34.18	\$ 1,093.76	\$ 50.00	\$ 1,600.00
762.043	SHORT TERM 4IN LINE - TYPE NR (YELLOW)	LF	330,141	\$ 0.15	\$ 49,521.15	\$ 0.13	\$ 42,918.33	\$ 0.17	\$ 56,123.97
762.1104	PVMT MK PAINTED 4IN LINE (YELLOW HATCH)	LF	278	\$ 0.10	\$ 27.80	\$ 1.33	\$ 369.74	\$ 15.00	\$ 4,170.00
762.1104	PVMT MK PAINTED 4IN LINE (YELLOW)	LF	329,863	\$ 0.09	\$ 29,687.67	\$ 0.11	\$ 36,284.93	\$ 0.15	\$ 49,479.45
762.1104	PVMT MK PAINTED 4IN LINE (WHITE)	LF	901,353	\$ 0.09	\$ 81,121.77	\$ 0.11	\$ 99,148.83	\$ 0.15	\$ 135,202.95
762.1108	PVMT MK PAINTED 8IN LINE (WHITE)	LF	1,050	\$ 0.25	\$ 262.50	\$ 1.05	\$ 1,102.50	\$ 0.25	\$ 262.50
762.1325	PREFORMED PATTERNED PVMT MK 24IN LINE(GROOVED)	SF	96	\$ 40.50	\$ 3,888.00	\$ 51.10	\$ 4,905.60	\$ 50.00	\$ 4,800.00
950.0001	Route Crack Clean & Seal	LBS	157,181	\$ 1.75	\$ 275,066.75	\$ 2.32	\$ 364,659.92	\$ 2.75	\$ 432,247.75
Bid Total:					\$ 3,910,452.04		\$ 4,185,933.69		\$ 5,110,268.87

Aparent Low Bidder

BASE STABILIZATION & BITUMINOUS OVERLAY COUNTY ROAD 14 (#8420523)

Ward County, ND - Highway Department
03/28/2023 02:00 PM CDT

BASE STABILIZATION & BITUMINOUS OVERLAY COUNTY ROAD 14 (#8420523)				Engineer Estimate		Farden Construction, Inc.		Bechtold Paving Inc.		Border States Paving, Inc.		Minot Paving Co LLC		Keller Paving & Landscaping, Inc.	
Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
103.01	CONTRACT BOND	LS	1	\$ 6,649.45	\$ 6,649.45	\$ 12,000.00	\$ 12,000.00	\$ 8,800.00	\$ 8,800.00	\$ 6,900.00	\$ 6,900.00	\$ 9,150.00	\$ 9,150.00	\$ 15,000.00	\$ 15,000.00
203.0101	COMMON EXCAVATION-TYPE A (WASTE)	CY	2,691	\$ 10.00	\$ 26,910.00	\$ 12.00	\$ 32,292.00	\$ 26.25	\$ 70,638.75	\$ 25.00	\$ 67,275.00	\$ 27.50	\$ 74,002.50	\$ 35.00	\$ 94,185.00
203.0119	TOPSOIL-IMPORTED	CY	1,409	\$ 30.00	\$ 42,270.00	\$ 25.00	\$ 35,225.00	\$ 36.75	\$ 51,780.75	\$ 40.00	\$ 56,360.00	\$ 54.00	\$ 76,086.00	\$ 50.00	\$ 70,450.00
251.02	SEEDING CLASS II	ACRE	2	\$ 700.00	\$ 1,470.00	\$ 6,030.00	\$ 12,663.00	\$ 6,025.00	\$ 12,652.50	\$ 5,950.00	\$ 12,495.00	\$ 6,000.00	\$ 12,600.00	\$ 9,500.00	\$ 19,950.00
253.0201	HYDRAULIC MULCH	ACRE	2	\$ 3,500.00	\$ 7,350.00	\$ 4,230.00	\$ 8,883.00	\$ 4,225.00	\$ 8,872.50	\$ 4,150.00	\$ 8,715.00	\$ 4,200.00	\$ 8,820.00	\$ 7,500.00	\$ 15,750.00
216.01	WATER	M Gal	45	\$ 30.00	\$ 1,350.00	\$ 50.00	\$ 2,250.00	\$ 36.75	\$ 1,653.75	\$ 60.00	\$ 2,700.00	\$ 40.00	\$ 1,800.00	\$ 150.00	\$ 6,750.00
302.012	AGGREGATE BASE COURSE CL-5	TON	4,860	\$ 25.50	\$ 123,930.00	\$ 18.00	\$ 87,480.00	\$ 30.50	\$ 148,230.00	\$ 25.00	\$ 121,500.00	\$ 16.00	\$ 77,760.00	\$ 45.00	\$ 218,700.00
306.05	FULL-DEPTH RECLAMATION - CEMENT STABILIZED (12" DEPTH)	SY	23,570	\$ 4.75	\$ 111,957.50	\$ 6.20	\$ 146,134.00	\$ 11.00	\$ 259,270.00	\$ 6.25	\$ 147,312.50	\$ 4.20	\$ 98,994.00	\$ 15.00	\$ 353,550.00
306.0501	FULL-DEPTH RECLAMATION - CEMENT STABILIZED (16" DEPTH)	SY	2,860	\$ 5.50	\$ 15,730.00	\$ 7.80	\$ 22,308.00	\$ 13.90	\$ 39,754.00	\$ 10.00	\$ 28,600.00	\$ 5.30	\$ 15,158.00	\$ 20.00	\$ 57,200.00
401.005	TACK COAT	GAL	2,560	\$ 3.00	\$ 7,680.00	\$ 5.00	\$ 12,800.00	\$ 4.75	\$ 12,160.00	\$ 5.25	\$ 13,440.00	\$ 5.50	\$ 14,080.00	\$ 5.00	\$ 12,800.00
411.0105	MILLING PAVEMENT SURFACE (4"-5" DEPTH)	SY	22,425	\$ 3.00	\$ 67,275.00	\$ 5.40	\$ 121,095.00	\$ 5.57	\$ 124,907.25	\$ 3.50	\$ 78,487.50	\$ 4.70	\$ 105,397.50	\$ 6.50	\$ 145,762.50
430.0043	SUPERPAVE FAA 43	TON	8,972	\$ 40.00	\$ 358,880.00	\$ 59.33	\$ 532,308.76	\$ 56.50	\$ 506,918.00	\$ 50.00	\$ 448,600.00	\$ 81.00	\$ 726,732.00	\$ 150.00	\$ 1,345,800.00
430.5803	PG 58S-28 ASPHALT CEMENT (6%)	TON	538	\$ 700.00	\$ 376,600.00	\$ 704.00	\$ 378,752.00	\$ 670.00	\$ 360,460.00	\$ 725.00	\$ 390,050.00	\$ 725.00	\$ 390,050.00	\$ 850.00	\$ 457,300.00
550.204	PORTLAND CEMENT (6%)	TON	850	\$ 250.00	\$ 212,500.00	\$ 243.00	\$ 206,550.00	\$ 12.00	\$ 10,200.00	\$ 235.00	\$ 199,750.00	\$ 260.00	\$ 221,000.00	\$ 300.00	\$ 255,000.00
702.01	MOBILIZATION	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 74,335.00	\$ 74,335.00	\$ 92,000.00	\$ 92,000.00	\$ 185,000.00	\$ 185,000.00	\$ 123,000.00	\$ 123,000.00	\$ 150,000.00	\$ 150,000.00
704.1	TRAFFIC CONTROL SIGNS	UNIT	914	\$ 3.00	\$ 2,742.00	\$ 3.00	\$ 2,742.00	\$ 3.30	\$ 3,016.20	\$ 3.50	\$ 3,199.00	\$ 3.30	\$ 3,016.20	\$ 10.00	\$ 9,140.00
704.1052	TYPE III BARRICADE	EA	4	\$ 135.00	\$ 540.00	\$ 85.00	\$ 340.00	\$ 83.00	\$ 332.00	\$ 85.00	\$ 340.00	\$ 82.50	\$ 330.00	\$ 150.00	\$ 600.00
704.1067	TUBULAR MARKERS	EA	100	\$ 10.00	\$ 1,000.00	\$ 8.00	\$ 800.00	\$ 9.00	\$ 900.00	\$ 10.00	\$ 1,000.00	\$ 8.80	\$ 880.00	\$ 30.00	\$ 3,000.00
714.0615	PIPE CONCRETE REINFORCED 24IN CL III & INSTALL	LF	118	\$ 300.00	\$ 35,400.00	\$ 245.00	\$ 28,910.00	\$ 404.00	\$ 47,672.00	\$ 650.00	\$ 76,700.00	\$ 280.00	\$ 33,040.00	\$ 450.00	\$ 53,100.00
714.302	END SECTION CONCRETE REINFORCED 24IN CL III & INSTALL	EA	6	\$ 1,500.00	\$ 9,000.00	\$ 1,900.00	\$ 11,400.00	\$ 1,865.00	\$ 11,190.00	\$ 2,850.00	\$ 17,100.00	\$ 1,925.00	\$ 11,550.00	\$ 2,500.00	\$ 15,000.00
722.0316	MANHOLE CASTING R1733	EA	1	\$ 850.00	\$ 850.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 2,650.00	\$ 2,650.00	\$ 935.00	\$ 935.00	\$ 2,500.00	\$ 2,500.00
722.1094	MANHOLE RISER 30IN	EA	3	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 850.00	\$ 2,550.00	\$ 750.00	\$ 2,250.00	\$ 4,950.00	\$ 14,850.00	\$ 1,700.00	\$ 5,100.00
762.1104	PVMT MK PAINTED 4IN LINE	LF	37,466	\$ 0.11	\$ 4,121.26	\$ 0.16	\$ 5,994.56	\$ 0.15	\$ 5,619.90	\$ 0.25	\$ 9,366.50	\$ 0.14	\$ 5,245.24	\$ 0.50	\$ 18,733.00
766.01	MAILBOX - ALL TYPES	EA	54	\$ 350.00	\$ 18,900.00	\$ 200.00	\$ 10,800.00	\$ 290.00	\$ 15,660.00	\$ 350.00	\$ 18,900.00	\$ 203.50	\$ 10,989.00	\$ 300.00	\$ 16,200.00
Bid Total					\$ 1,484,605.21		\$ 1,750,262.32		\$ 1,796,737.60		\$ 1,898,690.50		\$ 2,035,465.44		\$ 3,341,570.50

Aparent Low Bidder

Ward County Agenda Item

April 4, 2023

Land Use Authority and the NFIP

Land Use Authority and the NFIP

FEMA Region 8 has sent out a letter inquiring how the County works with our organized townships with respect to land use and the National Flood Insurance Program (NFIP), letter dated March 27, 2023 (WardCoLetter_ND2023_3-27-23). A response letter has been created that answers the questions posed by FEMA (FEMA Land Use Letter) and is attached for your review and input.

Discussion was had with our Building Inspector and Planning and Zoning Administrator on all of the townships that Ward County issues building permits and also which townships have their own planning and zoning (Exhibit 2). Based on our current information there are three townships (Carbondale, Eureka, and Gasman) that have their own ordinance and two of those townships (Carbondale & Gasman) issue their own building permits that have 100-year floodplain within their townships.

Based on the information provided in the letter from FEMA Region 8, there is the possibility for townships to lose flood insurance benefits and also disaster assistance from FEMA for townships that don't meet the minimum NFIP requirements. When looking at the aspect of disaster assistance, this could be for any funding from FEMA; which could possibly affect all of our townships. It would be recommended that all of our townships, even those that don't have 100-year floodplains to adopt our floodplain management ordinance and have the county review their permits for purposes of floodplain management.

Possible Motions:

1. **Allow the Chairman to sign the letter in response back to FEMA Region 8.**

And

2. Enact a County ordinance of floodplain management and review/permitting.
3. Townships that have their own planning and zoning enter into a MOA outlining adoption of the County floodplain management ordinance from our current ordinance and have the County review their permits for purposes of floodplain management.
4. Other



FEMA

R8-MIT

March 27, 2023

Mr. John Fjeldahl
Ward County Commission Chairman
PO Box 5005
Minot, North Dakota 58701

Re: Land Use Authority and the National Flood Insurance Program (NFIP)

Dear Chairman Fjeldahl,

We are contacting you regarding National Flood Insurance Program (NFIP) policyholders in Ward County for properties which may reside in non-participating communities. Property owners residing in non-participating communities are not eligible to purchase flood insurance through the NFIP. The Federal Emergency Management Agency (FEMA) is conducting review and outreach to clarify the participation status of North Dakota counties, cities and townships that currently hold land use authority.

One of the conditions of NFIP participation is a community exercising land use authority as it relates to floodplain management. If a community holds land use authority and is not a participant in the program, residents of that community are not eligible to purchase flood insurance through the NFIP.

In order to provide every opportunity for the policies of concern to obtain and maintain valid flood insurance policies, FEMA Region 8 is requesting some basic information to establish a baseline of participating communities. Once the baseline is established, FEMA will identify any outlying policyholders who reside in non-participating or non-responsive communities. Follow up correspondence will take place from FEMA to work with those communities to discuss the benefits of participation. If property locations reside in a community that opts not to participate or does not respond, policies will be referred to NFIP underwriting for final review that may include cancelation.

FEMA Region 8 is requesting the following information be returned within fourteen (14) days of the date of this notice:

- Does Ward County have written/verbal land use authority over any **organized** townships within its jurisdictional boundaries? If so,
 - Please describe the extent of Ward County's authority with respect to floodplain management that includes issuance of floodplain development permits and monitoring for violations.

Chairman Fjeldhal
March 27, 2023
Page 2

- If applicable and available, can the County provide documentation or details of such authority or agreement?
- What are the names of the **organized** townships that the County has written/verbal land use authority over?
- Is there a map showing the **organized** township boundaries? If there is, please provide a copy of this map.
- If requested by a community, is the County willing to administer floodplain management requirements for townships so that flood insurance policies issued through the NFIP can be made available?

We appreciate the County's partnership in clarifying NFIP eligibility for all residents of Ward County. If you have any questions or need assistance with the request, please do not hesitate to contact me at Thomas.Birney@fema.dhs.gov or at (720)-281-1278. Thank you for your cooperation and we look forward to working with Ward County and its townships on this request.

Sincerely,

Tom Birney, CFM
Senior NFIP Specialist
FEMA Region VIII - FM&I Branch

cc: Sam Henderson, Sr. Planner, Planning and Zoning for Ward County
Aaron Carranza, North Dakota Regulatory Division Director
Tyler Spomer, North Dakota NFIP State Coordinator

April 4, 2023

US Department of Home Land Security, Region 8
Mr. Tom Birney, CFM
Denver Federal Center, Building 710
PO Box 25267
Denver, CO 80225-0267

RE: Land Use Authority and the National Flood Insurance Program (NFIP)
Ward County, North Dakota

Dear Mr. Birney,

This letter is to address the questions asked of Ward County in a letter from you dated March 27, 2023 in regards to land use authority and the National Flood Insurance Program (NFIP). Below, please find the response to each question addressed in the letter from March 27, 2023.

Q1: Does Ward County have written/verbal land use authority over any organized townships within its jurisdictional boundaries? If so, please describe the extent of Ward County's authority with respect to floodplain management that includes issuance of floodplain development permits and monitoring for violations.

A1: Ward County handles the planning and zoning authority over all of the townships within the County with the exception of the following: Carbondale, Passport, Eureka, Maryland, Mandan, Surrey, Shealy, Tolgen, Burt, Afton, Torning, Freedom, Gasman, Newman, Brilliant, and Hiddenwood. Of the townships listed, Ward County has a Joint Powers Agreement (JPA) in place to manage the building permits with all of these townships with the exception of Burt, Carbondale, Gasman, Hiddenwood, Mandan, Rolling Green, Shealy, Newman, and Tolgen.

As permits are applied for in townships that are handled by Ward County Planning and Zoning and/or townships that have a JPA for building permits with Ward County; each building permit goes through a development review process that includes the Ward County Building Inspector, Ward County Planning and Zoning Administrator, Ward County Floodplain Manager, and Ward County Hwy Department. If a floodplain permit is required, the permit process will not closeout until a floodplain permit and/or elevation certificate is completed for the respective property. Property throughout Ward County planning and zoning control is monitored from both our tax assessors and Building Inspector for changes on the property that might affect floodplain management. If there are changes, discussion is brought up between the Building Inspector, Planning and Zoning Administrator, and the Floodplain Manager to verify that the property is in compliance. If the property is not in compliance, contact will be made to the property owner on how to bring the property into compliance.

Q2: If applicable and available, can the County provide documentation or details of such authority or agreement?

A2: Enclosed with this letter is Exhibit 1, which includes the JPA's (Afton, Brillian, Eureka, Freedom, Maryland, Passport, Surrey, Sundre, and Torning) of the Townships that have contracted their building permits to Ward County.

Q3: What are the names of the organized townships that the County has written/verbal land use authority over?

A3: Ward County has land use authority over the following organized townships: Anna, Baden, Berthold, Burlington, Cameron, Carpio, Denmark, Des Lacs, Elmdale, Evergreen, Foxholm, Greely, Green Bush, Harrison, Hilton, Iota Flats, Kenmare, Kirkelie, Linton, Lund, Margaret, Mayland, McKinley, Nedrose, New Prairie, Orlien, Ree, Rice Lake, Rolling Green, Ryder, Sauk Prairie, Sawyer, Spencer, Spring Lake, St. Marys, Sundre, Tatman, Vang, and Waterford, Willis. This information is also presented in Exhibit 2 Ward County has one unorganized township being Rushville; which is managed by Ward County as well.

Q4: Is there a map showing the organized township boundaries? If there is, please provide a copy of this map.

A4: Exhibit 3 is a map of Ward County and its respective township boundaries.

Q5: If requested by a community, is the County willing to administer floodplain management requirements for townships so that flood insurance policies issued through the NFIP can be made available?

A5: Ward County actively assists its organized townships and is always glad to be of assistance. It's always recommended that organized townships that issue their own building permits consult with the County and complete our development review process; which includes review of floodplain management.

If there is any further information and/or explanation required, please feel free to contact us.

Sincerely,

Chairman Fjeldahl
Ward County Commissioner

Joint Powers Agreements with Townships

Exhibit 1



2/28/2014

Building Inspector

Mike Larson
Building Inspector

Township Officials & City Councils

It has come to our attention that the records we have in our office of who issues building permits is somewhat confusing. Over the years procedures and personnel have changed with some changes having been recorded in the Recorder's Office and some in the minutes of the meetings. In the beginning, all of Ward County was under one or more zoning districts. As time has passed some Townships and Cities have chosen to do their own or have the county do their assessing, platting, zoning and permitting. Last year notice was sent out that the county, by state law, will do all the platting. Some townships and cities do their own assessing, zoning and permitting. Some have the county do assessing, zoning and permitting. Some do only zoning and permitting and some do their zoning and we do the permitting.

When searching records I have found conflicting information. So to keep all of us on the same page I would like an update from you on who wants to have the county to do their zoning and or building permits or both. In searching files I have found many cities and townships with old zoning codes and references to old building codes. If you are still using them today as reference, you may want to consider updating them to reflect the current codes and requirements.

Ward County Zoning Resolution 6 is for townships surrounding the city of Minot, Zoning Resolution 2 is all other townships, and Zoning Resolution 1 is the area around Minot Air Force Base. These are available for view on our planning and zoning webpage link at <http://www.co.ward.nd.us/420/Planning-Resources>. You should update your records and record your changes to the recorder's office.

While searching records I found some of you reference the Uniform Building Code. The UBC code ended in the year 2000 and merged with International Building Code. Ward County adopted the State Building Code some years back.

Effective January 1, 2014, the North Dakota State Building Code consists of the 2012 International Building Code (IBC), International Residential Code (IRC), International Mechanical Code (IMC), and International Fuel Gas Code (IFGC) all of these are published by the International Code Council. Their web page is <http://www.iccsafe.org>

Also note that the State Building Code does not include the International Property Maintenance Code, or the International Fire Code. These codes, to be in effect, must be adopted separately by each city, county, or township. The State Building Code can be found here: <http://www.communityservices.nd.gov/uploads/28/2014statebuildingcode.pdf>

Requirements to adopt the North Dakota State Building Code are as follows:

Effective August 1, 1994, N.D.C.C. 54-21.3-03 cities, townships, and counties that elect to enforce a building code are responsible for adopting and enforcing the State Building Code, but may amend the code to conform to local needs.

Joint Powers Agreement

Transferring Building Permit authority from Afton Township to Ward County

This Joint Power Agreement is to be effective this 20th day of February, 2019, by and between Afton Township a North Dakota political subdivision (Township) and Ward County North Dakota a North Dakota political subdivision (County) 225 3rd St SE Minot, ND 58701.

Purpose

The purpose of this Agreement is for the Township to relinquish its building permitting authority to the County subject to the right to reacquire such permitting authority by giving 60 days' notice to the County or the Township's reacquisition to its building permitting authority.

Recitals

1. The Township has building ordinances and the County presently has building ordinances.
2. Under North Dakota law, the Township building permit authority supersedes the County's building permit authority unless relinquished by the Township.
3. The Township may transfer its building permitting authority to the County pursuant to a joint powers agreement under Section 54-40.5-03 NDCC.
4. The Township has no employees, equipment or real property related to the transfer of its building permitting authority.
5. The Township may reacquire its building permitting authority from the County and terminate an Agreement transferring such authority as provided by this Agreement.

Agreement

1. The Township hereby relinquishes and transfers its building permitting authority to the County, effective as of the above described date.
2. The Township reserves the right to recover its building permit authority from the County and terminate this Agreement after giving the County 60 days' notice of its intent to recover its building permit authority and terminate.
3. The County's building permitting authority will comply with North Dakota State Building Code as adopted by the Board of County Commissioners.
4. The County shall undertake all financial responsibility for exercising such building permits until such time as the Township recovers such authority.
5. This Agreement may be amended by further written agreement of the Township and the County.

Dated this 20th day of February, 2019.

By: Afton Township: Blaine Schumacher, Chairman
By Bl Supervisor

Dated this _____ day of _____, _____.

By: Ward County: _____

ANNA TWP



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County _____ or Local Jurisdiction ✓

Zoning to be done by County ✓ or Local Jurisdiction _____

Building Permits done by County ✓ or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com



Baden Twp

Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County ☒ or Local Jurisdiction _____

Zoning to be done by County ☒ or Local Jurisdiction _____

Building Permits done by County ☒ or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

*We request the county do the assessing,
zoning & permitting @ this time.
We reserve the right to do this ourselves
in the future should we so decide
@ a later date*

*Baden township
Sharon Nelson
Clerk*

4/14/14



Berthold Township
Murvin Heller

Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County ☒ or Local Jurisdiction _____
Zoning to be done by County ☒ or Local Jurisdiction _____
Building Permits done by County ☒ or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

Burlington TWP



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County for now or Local Jurisdiction X
Zoning to be done by County X or Local Jurisdiction _____
Building Permits done by County X or Local Jurisdiction _____

*J D gave up
assessing last yr
COUNTY ASSESSES
Plan on getting
one*

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

*Andy Fimvite
Burlington Twp.*

Mike Larson

From: Burlington Electric / Fimrite's [be1@minot.com]
Sent: Monday, March 03, 2014 6:20 PM
To: Mike Larson
Subject: Re: Burlington Township

We hope to get our own Asser that's our plan now.

From: [Mike Larson](#)
Sent: Monday, March 03, 2014 8:38 AM
To: [Burlington Electric / Fimrite's](#)
Subject: RE: Burlington Township

Andy & Darla

In talking with Pam she says we do the assessing Burlington township. I understand J D who did both Burlington and Kirkelie turned it over both to the county last year. Let me or Pam know if you have different plans.

Thanks

Mike Larson
Ward Co. Building Inspector
315 3rd St. SE
Minot, ND 58701
Phone: 701-857-6430
Fax: 701-857-6424
E-Mail: mike.larson@wardnd.com



From: Burlington Electric / Fimrite's [mailto:be1@minot.com]
Sent: Monday, March 03, 2014 7:33 AM
To: Mike Larson
Subject: Burlington Township

Andy Fimrite
Darla Fimrite
Burlington Electric Inc
3301 101 Street NW
Burlington ND 58722
701-725-4675 home office and fax
701-852-4967 office and answering service 24/7
701-833-9516 Andy Cell



Burt

Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County X or Local Jurisdiction _____

Zoning to be done by County _____ or Local Jurisdiction X

Building Permits done by County _____ or Local Jurisdiction X

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

Burt Township
Todd Tranby Chairman
14200 135th AVE SW
Minot ND 58701

03/24/2014

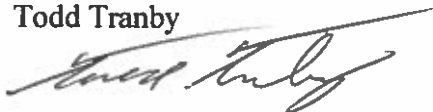
Mike Larson
Ward County Building Inspector

Enclosed is the back page from the letter that you sent to me on 02/28/2014. As you can see Burt Township is requesting to have Ward County do our assessing. Zoning and Permitting will be completed by Burt Township.

The zoning and permitting will be completed according to Burt Township's zoning ordinance which was approved 1/04/1980 and recorded 2/07/1980.

Burt Township would also request that you supply a list of any permitting or inspecting projects that you have started presently. Burt Township will take over these projects as soon as you supply a list to the board of Burt Township.

Todd Tranby



Burt Township Chairman
14200 135th Ave SW
Minot ND 58701
Phone 701-722-3365
E-Mail tdtranby@srt.com



Building Inspector

Leo Schmidt
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Carbondale Township

Zoning to be done by County _____ or Local Jurisdiction X

Building Permits to be done by County _____ or Local Jurisdiction X

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Leo Schmidt

Ward Co. Building Inspector

225 3rd St SE Minot, ND 58701

PO Box 5005 Minot, ND 58702

Phone: 701-857-6429

Cell Phone: 701-721-3245

Fax: 701-857-6424

E-Mail: leo.schmidt@co.ward.nd.us



DES LACS TWP.

Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County X or Local Jurisdiction _____

Zoning to be done by County X or Local Jurisdiction _____

Building Permits done by County X or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

Joint Powers Agreement

Transferring Building Permit authority from Eureka Township to Ward County

This Joint Power Agreement is to be effective this 14 day of October, 2020, by and between Eureka Township a North Dakota political subdivision (Township) and Ward County North Dakota a North Dakota political subdivision (County) 225 3rd St SE Minot, ND 58701.

Purpose

The purpose of this Agreement is for the Township to relinquish its building permitting authority to the County subject to the right to reacquire such permitting authority by giving 60 days' notice to the County or the Township's reacquisition to its building permitting authority.

Recitals

1. The Township has building ordinances and the County presently has building ordinances.
2. Under North Dakota law, the Township building permit authority supersedes the County's building permit authority unless relinquished by the Township.
3. The Township may transfer its building permitting authority to the County pursuant to a joint powers agreement under Section 54-40.5-03 NDCC.
4. The Township has no employees, equipment or real property related to the transfer of its building permitting authority.
5. The Township may reacquire its building permitting authority from the County and terminate an Agreement transferring such authority as provided by this Agreement.

Agreement

1. The Township hereby relinquishes and transfers its building permitting authority to the County, effective as of the above described date.
2. The Township reserves the right to recover its building permit authority from the County and terminate this Agreement after giving the County 60 days' notice of its intent to recover its building permit authority and terminate.
3. The County's building permitting authority will comply with North Dakota State Building Code as adopted by the Board of County Commissioners.
4. The County shall undertake all financial responsibility for exercising such building permits until such time as the Township recovers such authority.
5. This Agreement may be amended by further written agreement of the Township and the County.

Dated this 14 day of October, 2020.

By: _____ Township: Eureka, Clarice Brannoth
per Jared Lathowe

Dated this 14 day of October, 2020.

By: Ward County: John Zeldner

**Joint Powers Agreement**

Transferring Building Permit authority from Freedom Township to Ward County

This Joint Power Agreement is to be effective this 21 day of January, 2020, by and between Freedom Township a North Dakota political subdivision (Township) and Ward County North Dakota a North Dakota political subdivision (County) 225 3rd St SE Minot, ND 58701.

Purpose

The purpose of this Agreement is for the Township to relinquish its building permitting authority to the County subject to the right to reacquire such permitting authority by giving 60 days' notice to the County or the Township's reacquisition to its building permitting authority.

Recitals

1. The Township has building ordinances and the County presently has building ordinances.
2. Under North Dakota law, the Township building permit authority supersedes the County's building permit authority unless relinquished by the Township.
3. The Township may transfer its building permitting authority to the County pursuant to a joint powers agreement under Section 54-40.5-03 NDCC.
4. The Township has no employees, equipment or real property related to the transfer of its building permitting authority.
5. The Township may reacquire its building permitting authority from the County and terminate an Agreement transferring such authority as provided by this Agreement.

Agreement

1. The Township hereby relinquishes and transfers its building permitting authority to the County, effective as of the above described date.
2. The Township reserves the right to recover its building permit authority from the County and terminate this Agreement after giving the County 60 days' notice of its intent to recover its building permit authority and terminate.
3. The County's building permitting authority will comply with North Dakota State Building Code as adopted by the Board of County Commissioners.
4. The County shall undertake all financial responsibility for exercising such building permits until such time as the Township recovers such authority.
5. This Agreement may be amended by further written agreement of the Township and the County.

Dated this 16 day of January, 2020.

By: [Signature] Township: Freedom

Dated this 21 day of January, 2020.

By: Ward County: [Signature]

GREELY TWP

Mike Larson

From: Lisa McQueen [Lisa.McQueen@sendit.nodak.edu]
Sent: Tuesday, April 08, 2014 7:37 PM
To: Mike Larson
Subject: Greely Township

Hi Mike,

I am writing this e-mail to inform you about our decisions about assessing, zoning and building permits.

Greely Township Assessing will be done by Local Jurisdiction.

Zoning and Building Permits to be done by County.

If you have any questions please feel free to get in contact with me.

Thank you for your time.

Lisa McQueen
Greely Township
Clerk/Treasure

Harrison TWP

Mike Larson

From: Koop, Trish [Trish.Koop@TheMentorNetwork.com]
Sent: Monday, March 03, 2014 9:04 AM
To: Mike Larson
Subject: Harrison Township

Hi Mike,

If you need something more formal than just my email, please let me know.

Assessing to be done by County
Zoning to be done by County
Building Permits to be done by County

Trish Koop,
Harrison Twp Clerk/Treasurer

Trish Koop | Administrative Assistant
REM North Dakota
1905 2nd St SE, Suite 1A, Minot, ND 58701
P 701-839-6630 x2010 | F 701-837-9996

Notice: This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.

HIDENWOOD TWP



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County X or Local Jurisdiction
Zoning to be done by County or Local Jurisdiction X
Building Permits done by County or Local Jurisdiction X

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson
Ward Co. Building Inspector
315 3rd St. SE
Minot, ND 58701
Phone: 701-857-6430
Fax: 701-857-6424
E-Mail: mike.larson@wardnd.com

Leslie W. Erickson
CHAIRMAN

Joint Powers Agreement

Transferring Building Permit authority from Hiddenwood Township to Ward County

This Joint Power Agreement is to be effective this 25 day of March, 2020, by and between Hiddenwood Township a North Dakota political subdivision (Township) and Ward County North Dakota a North Dakota political subdivision (County) 225 3rd St SE Minot, ND 58701.

Purpose

The purpose of this Agreement is for the Township to relinquish its building permitting authority to the County subject to the right to reacquire such permitting authority by giving 60 days' notice to the County or the Township's reacquisition to its building permitting authority.

Recitals

1. The Township has building ordinances and the County presently has building ordinances.
2. Under North Dakota law, the Township building permit authority supersedes the County's building permit authority unless relinquished by the Township.
3. The Township may transfer its building permitting authority to the County pursuant to a joint powers agreement under Section 54-40.5-03 NDCC.
4. The Township has no employees, equipment or real property related to the transfer of its building permitting authority.
5. The Township may reacquire its building permitting authority from the County and terminate an Agreement transferring such authority as provided by this Agreement.

Agreement

1. The Township hereby relinquishes and transfers its building permitting authority to the County, effective as of the above described date.
2. The Township reserves the right to recover its building permit authority from the County and terminate this Agreement after giving the County 60 days' notice of its intent to recover its building permit authority and terminate.
3. The County's building permitting authority will comply with North Dakota State Building Code as adopted by the Board of County Commissioners.
4. The County shall undertake all financial responsibility for exercising such building permits until such time as the Township recovers such authority.
5. This Agreement may be amended by further written agreement of the Township and the County.

Dated this 25 day of March, 2020.

By: Hiddenwood Township: Paul Bersack - Chairman

Dated this 7 day of April, 2020.

By: Ward County: John Fjeldahl



Mike Larson

Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County _____ or Local Jurisdiction X

Zoning to be done by County X or Local Jurisdiction _____

Building Permits done by County X or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Kirkelie Township

Assessing to be done by County ☒ or Local Jurisdiction ☐

Zoning to be done by County ☒ or Local Jurisdiction ☐

Building Permits done by County ☒ or Local Jurisdiction ☐

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

March 18, 2014

**Mike Larson
Ward Co. Building Inspector**

Linton Township would like the following on record:

Building Permits to be done by the County

Zoning to be done by the County

**Assessing to be done by our Linton Township Assessor
Assessor: Helen Zablotney**

Thank You!



**Bernadyne Zablotney
Linton Township
Clerk/Treasurer
16001 324th St. SW
Makoti, ND 58756
Phone#: 701-726-5510**

MARGARET TWP



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County X or Local Jurisdiction _____

Zoning to be done by County X or Local Jurisdiction _____

Building Permits done by County X or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com



*Maryland
County
Twp.*

Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County X or Local Jurisdiction _____

Zoning to be done by County X or Local Jurisdiction _____

Building Permits done by County X or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

MAYLAND TWP



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County X or Local Jurisdiction _____
Zoning to be done by County X or Local Jurisdiction _____
Building Permits done by County X or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

Mayland Township

Travis Engellhard Chairman

701-833-9699



Building Inspector

Mike Larson
Building Inspector

2/28/2014

Township Officials & City Councils

It has come to our attention that the records we have in our office of who issues building permits is somewhat confusing. Over the years procedures and personnel have changed with some changes having been recorded in the Recorder's Office and some in the minutes of the meetings. In the beginning, all of Ward County was under one or more zoning districts. As time has passed some Townships and Cities have chosen to do their own or have the county do their assessing, platting, zoning and permitting. Last year notice was sent out that the county, by state law, will do all the platting. Some townships and cities do their own assessing, zoning and permitting. Some have the county do assessing, zoning and permitting. Some do only zoning and permitting and some do their zoning and we do the permitting.

When searching records I have found conflicting information. So to keep all of us on the same page I would like an update from you on who wants to have the county to do their zoning and or building permits or both. In searching files I have found many cities and townships with old zoning codes and references to old building codes. If you are still using them today as reference, you may want to consider updating them to reflect the current codes and requirements.

Ward County Zoning Resolution 6 is for townships surrounding the city of Minot, Zoning Resolution 2 is all other townships, and Zoning Resolution 1 is the area around Minot Air Force Base. These are available for view on our planning and zoning webpage link at <http://www.co.ward.nd.us/420/Planning-Resources>. You should update your records and record your changes to the recorder's office.

While searching records I found some of you reference the Uniform Building Code. The UBC code ended in the year 2000 and merged with International Building Code. Ward County adopted the State Building Code some years back.

Effective January 1, 2014, the North Dakota State Building Code consists of the 2012 International Building Code (IBC), International Residential Code (IRC), International Mechanical Code (IMC), and International Fuel Gas Code (IFGC) all of these are published by the International Code Council. Their web page is <http://www.iccsafe.org>

Also note that the State Building Code does not include the International Property Maintenance Code, or the International Fire Code. These codes, to be in effect, must be adopted separately by each city, county, or township. The State Building Code can be found here:
<http://www.communityservices.nd.gov/uploads/28/2014statebuildingcode.pdf>

Requirements to adopt the North Dakota State Building Code are as follows:

Effective August 1, 1994, N.D.C.C. 54-21.3-03 cities, townships, and counties that elect to enforce a building code are responsible for adopting and enforcing the State Building Code, but may amend the code to conform to local needs.



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

NEDROSE TOWNSHIP

Assessing to be done by County ☒ or Local Jurisdiction ☐

Zoning to be done by County ☒ or Local Jurisdiction ☐

Building Permits done by County ☒ or Local Jurisdiction ☐

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com



Newman Township

Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County _____ or Local Jurisdiction ✓

Zoning to be done by County _____ or Local Jurisdiction ✓

Building Permits done by County _____ or Local Jurisdiction ✓

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County ☒ or Local Jurisdiction ☐

Zoning to be done by County ☒ or Local Jurisdiction ☐

Building Permits done by County ☒ or Local Jurisdiction ☐

New Prairie Township

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County ☒ or Local Jurisdiction _____

Zoning to be done by County _____ or Local Jurisdiction _____

COUNTY NOW

Building Permits done by County ☒ or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Orlien Township

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

We want to use our
zoning regulations
but would like the
county to enforce it.

PASSPORT TWP.

3/30/2014

Mike Larson

At our annual meeting we discussed the letter from you regarding building permits etc. It was decided that Passport Twp would continue to do our own assessing and zoning, and that we will continue to have all permitting done through Ward County.

Thank You

Todd Christman, Chairman

Passport Township

38701 62nd Ave NW

Berthold, ND 58718

701-453-3644

Ree Township



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County _____ or Local Jurisdiction ✓

Zoning to be done by County ✓ or Local Jurisdiction _____

Building Permits done by County _____ or Local Jurisdiction ✓

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com



Building Inspector

Mike Larson
Building Inspector

2/28/2014

Township Officials & City Councils

It has come to our attention that the records we have in our office of who issues building permits is somewhat confusing. Over the years procedures and personnel have changed with some changes having been recorded in the Recorder's Office and some in the minutes of the meetings. In the beginning, all of Ward County was under one or more zoning districts. As time has passed some Townships and Cities have chosen to do their own or have the county do their assessing, platting, zoning and permitting. Last year notice was sent out that the county, by state law, will do all the platting. Some townships and cities do their own assessing, zoning and permitting. Some have the county do assessing, zoning and permitting. Some do only zoning and permitting and some do their zoning and we do the permitting.

When searching records I have found conflicting information. So to keep all of us on the same page I would like an update from you on who wants to have the county to do their zoning and or building permits or both. In searching files I have found many cities and townships with old zoning codes and references to old building codes. If you are still using them today as reference, you may want to consider updating them to reflect the current codes and requirements.

Ward County Zoning Resolution 6 is for townships surrounding the city of Minot, Zoning Resolution 2 is all other townships, and Zoning Resolution 1 is the area around Minot Air Force Base. These are available for view on our planning and zoning webpage link at <http://www.co.ward.nd.us/420/Planning-Resources>. You should update your records and record your changes to the recorder's office.

While searching records I found some of you reference the Uniform Building Code. The UBC code ended in the year 2000 and merged with International Building Code. Ward County adopted the State Building Code some years back.

Effective January 1, 2014, the North Dakota State Building Code consists of the 2012 International Building Code (IBC), International Residential Code (IRC), International Mechanical Code (IMC), and International Fuel Gas Code (IFGC) all of these are published by the International Code Council. Their web page is <http://www.iccsafe.org>

Also note that the State Building Code does not include the International Property Maintenance Code, or the International Fire Code. These codes, to be in effect, must be adopted separately by each city, county, or township. The State Building Code can be found here:
<http://www.communityservices.nd.gov/uploads/28/2014statebuildingcode.pdf>

Requirements to adopt the North Dakota State Building Code are as follows:

Effective August 1, 1994, N.D.C.C. 54-21.3-03 cities, townships, and counties that elect to enforce a building code are responsible for adopting and enforcing the State Building Code, but may amend the code to conform to local needs.



Receivd

Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County _____ or Local Jurisdiction X

Zoning to be done by County X or Local Jurisdiction _____

Building Permits done by County X or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

March 18, 2014

*(TW)
RH
N.N.*

Sauk Prairie Twp.



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County ☒ or Local Jurisdiction _____

Zoning to be done by County ☒ or Local Jurisdiction _____

Building Permits done by County ☒ or Local Jurisdiction _____

Sauk Prairie Twp. Don Stinger

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Sawyer Township.

Assessing to be done by County ☒ or Local Jurisdiction _____

Zoning to be done by County ☒ or Local Jurisdiction _____

Building Permits done by County ☒ or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

SHEALY TWP



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County _____ or Local Jurisdiction _____ ✓
Zoning to be done by County _____ or Local Jurisdiction _____ ✓
Building Permits done by County _____ or Local Jurisdiction _____ ✓

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson
Ward Co. Building Inspector
315 3rd St. SE
Minot, ND 58701
Phone: 701-857-6430
Fax: 701-857-6424
E-Mail: mike.larson@wardnd.com

ST. Marys Trwp



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County X or Local Jurisdiction _____
Zoning to be done by County X or Local Jurisdiction _____
Building Permits done by County X or Local Jurisdiction _____

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson
Ward Co. Building Inspector
315 3rd St. SE
Minot, ND 58701
Phone: 701-857-6430
Fax: 701-857-6424
E-Mail: mike.larson@wardnd.com

R. Todd Hustad
Sundre Township Chairman
8601 107th Ave SE
Minot ND 58701
(701) 578-5453

March 18, 2014

Mike Larson
Ward County Building Inspector
PO Box 5005
Minot ND 58702-5005

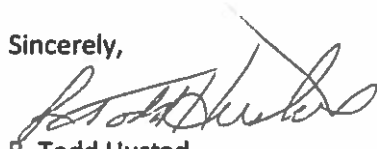
Dear Mr. Larson:

Sundre Township would like to continue to have the county provide the following services:

1. Assessing
2. Zoning
3. Building Permits

Please contact me with any questions. Thank you.

Sincerely,



R. Todd Hustad
Chairman

Surrey Township

10951 20th Ave SE

Minot, ND 58701-2631

To: Mike Larson

Ward County Building Inspector

315 3rd St SE

Minot, ND 58701

Good Morning Mike;

In reply to your letter of February 28 regarding procedures. Surrey Township does the following:

Assessing: Surrey Township

Zoning: Surrey Township

Building permits: Surrey Township

Thanks;


Belinda Vollmer

Clerk/Treasurer

Surrey Township



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County or Local Jurisdiction Surrey Township
Zoning to be done by County or Local Jurisdiction Surrey Township
Building Permits done by County or Local Jurisdiction Surrey Township

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

TATMAN TWP



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County ☒ or Local Jurisdiction ☐

Zoning to be done by County ☒ or Local Jurisdiction ☐

Building Permits done by County ☒ or Local Jurisdiction ☐

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

VANB TWP



Building Inspector

Mike Larson
Building Inspector

State agencies are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code, and that all work is inspected for compliance with the State Building Code. Schools located in jurisdictions that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction comply with the State Building Code.

Local governments that have not elected to adopt and enforce the State Building Code are responsible for assuring that plans and specifications for alterations and new construction of their buildings comply with the State Building Code.

Please let us know which of these procedures you wish to do yourself or have the county do. I'm also including all services of the county to be sure there are not any other conflicts with what we have on record.

Assessing to be done by County _____ or Local Jurisdiction X

Zoning to be done by County _____ or Local Jurisdiction X

Building Permits done by County _____ or Local Jurisdiction X

Please return a letter with your interests so we can have on record of who does what within the county. If you have any questions please feel free to contact our office.

Mike Larson

Ward Co. Building Inspector

315 3rd St. SE

Minot, ND 58701

Phone: 701-857-6430

Fax: 701-857-6424

E-Mail: mike.larson@wardnd.com

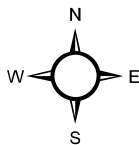
**Summary Table of Planning & Zoning Authority
and
Building Permits**

Exhibit 2

<u>Township</u>	<u>County Building Permits</u>	<u>County Planning & Zoning</u>	<u>Township</u>	<u>County Building Permits</u>	<u>County Planning & Zoning</u>
Afton	YES	NO	Newman	NO	NO
Anna	YES	YES	Orlien	YES	YES
Baden	YES	YES	Passport	YES	NO
Berthold	YES (Except 1 Mile)	YES	Ree	YES	YES
Brilliant	YES	NO	Rice Lake	YES	YES
Burlington	YES	YES	Rolling Green	NO	YES
Burt	NO	NO	Rushville	YES	YES
Cameron	YES	YES	Ryder	YES	YES
Carbondale	NO	NO	Sauk Prairie	YES	YES
Carpio	YES	YES	Sawyer	YES	YES
Denmark	YES	YES	Shealy	NO	NO
Des Lacs	YES	YES	Spencer	YES	YES
Elmdale	YES	YES	Spring Lake	YES	YES
Eureka	YES	NO	St. Marys	YES	YES
Evergreen	YES	YES	Sundre	YES	YES
Foxholm	YES	YES	Surrey	YES	NO
Freedom	YES	NO	Tatman	YES	YES
Gasman	NO	NO	Tolgen	NO	NO
Greely	YES	YES	Torning	YES	NO
Green Bush	YES	YES	Vang	YES	YES
Harrison	YES	YES	Waterford	YES	YES
Hiddenwod	NO	NO	Willis	YES	YES
Hilton	YES	YES	<u>City</u>		
Iota Flat	YES	YES	Berthold	NO	NO
Kenmare	YES	YES	Burlington	NO	NO
Kirkelie	YES	YES	Carpio	NO	NO
Linton	YES	YES	Des Lacs	NO	NO
Lund	YES	YES	Donnybrook	YES	NO
Mandan	NO	NO	Douglas	NO	NO
Margaret	YES	YES	Kenmare	YES	NO
Maryland	YES	NO	Makoti	NO	NO
Mayland	YES	YES	Minot	NO	NO
McKinley	YES	YES	Ryder	NO	NO
Nedrose	YES	YES	Sawyer	NO	NO
New Prairie	YES	YES	Surrey	NO	NO
					Revision Date: 3/27/23

Township Boundary Map

Exhibit 3

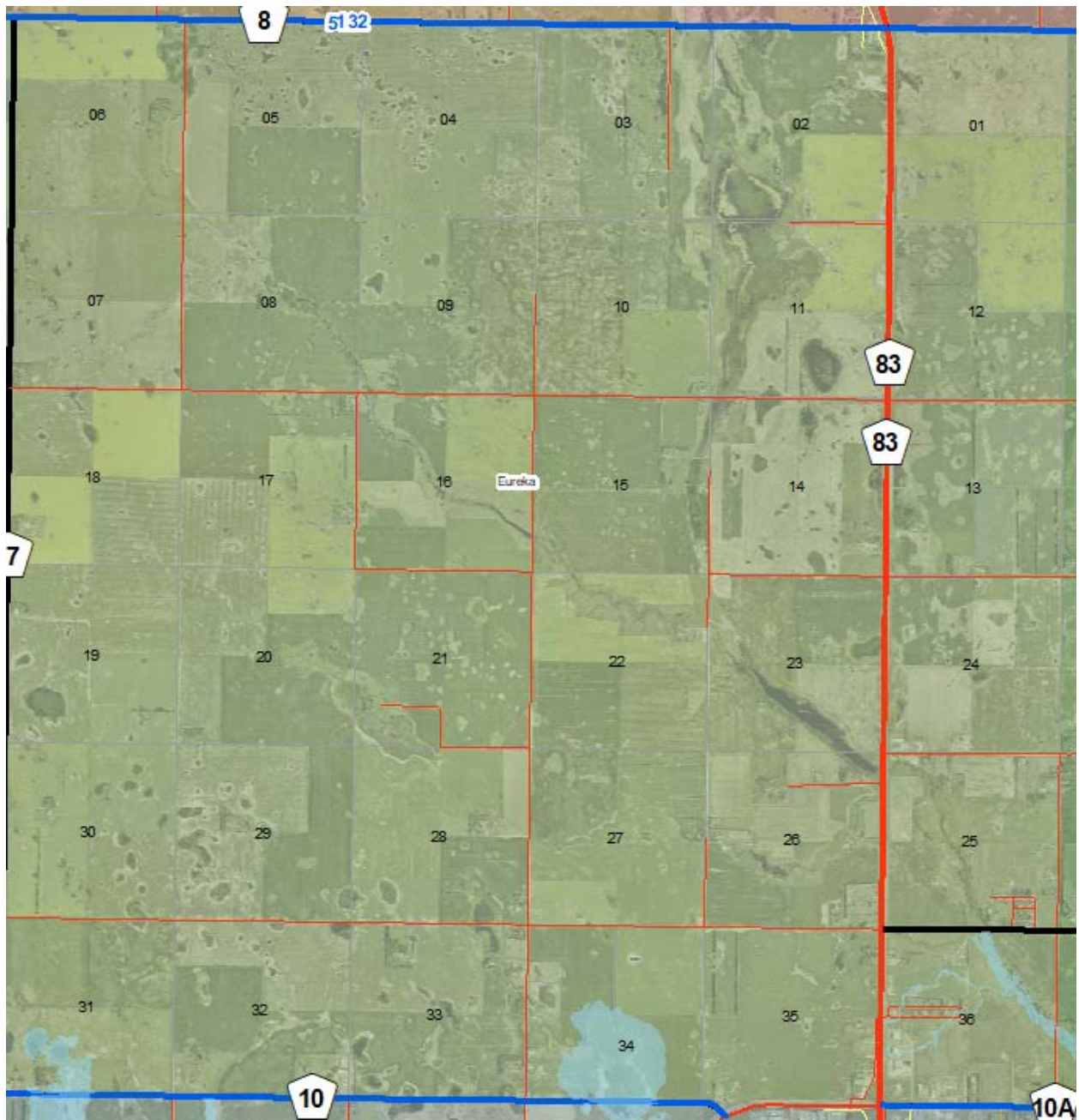


Ward County, ND Townships

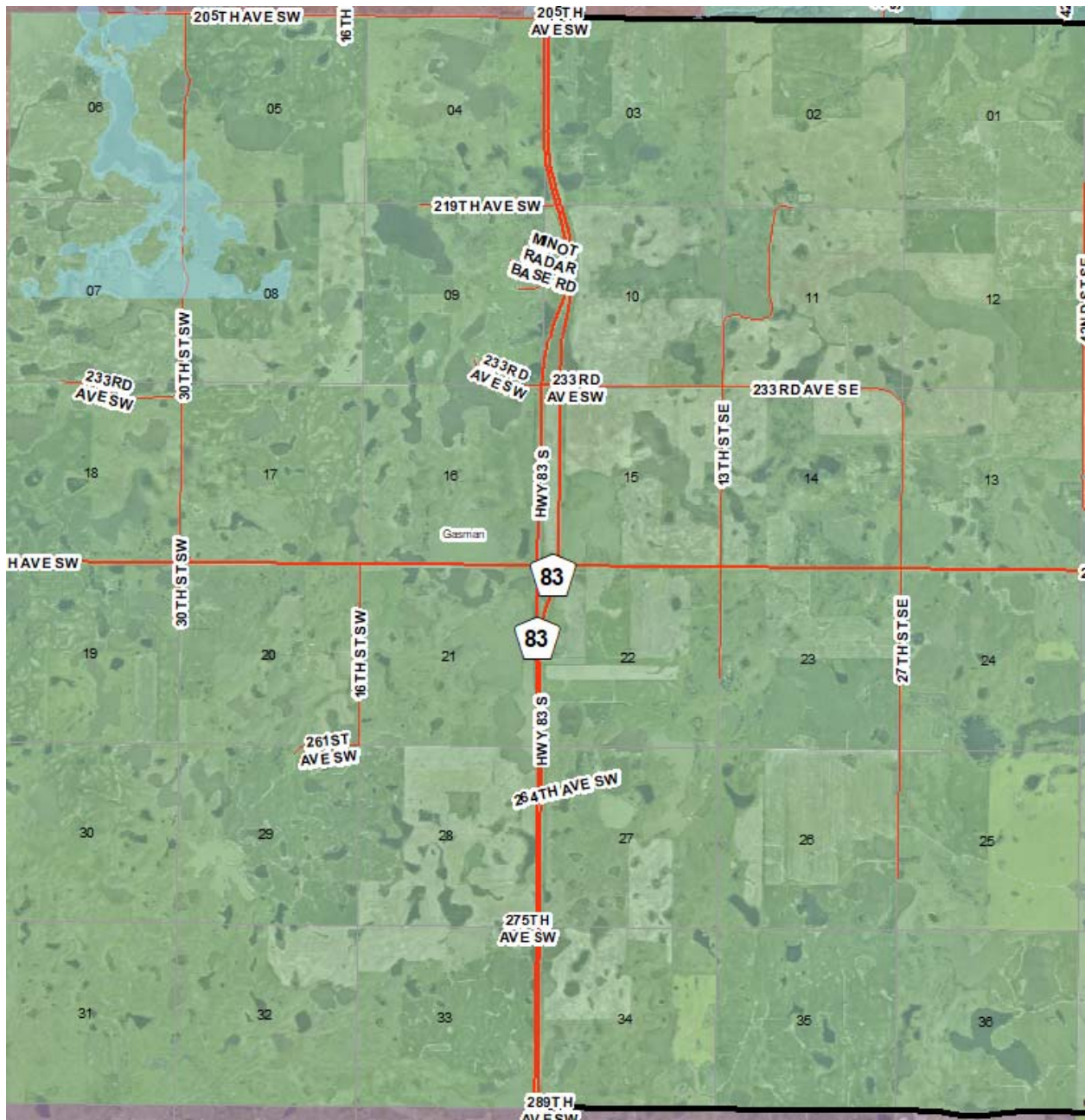
Zoning & Building Permit Authority

0 21,000 42,000 84,000 Feet

Eureka



Gasman





WARD COUNTY HUMAN RESOURCES DEPARTMENT

LOLLY GORZE, SHRM-CP
DIRECTOR

HUMAN RESOURCE GENERALISTS:
RACHEL STEVENSON, SHRM-CP
ASHLEY PERALES

Memorandum

To: Commissioners
From: Lolly Gorze, Human Resources Director
Date: March 29, 2023
Re: Human Resource's Agenda Items for April 4, 2023 Commission Meeting

Human Resources Office's Agenda items for the April 4, 2023 Commission Meeting are as follows:

1. Pay Amendments
2. Referral Bonus Policy

Pay Amendments for the meeting on April 4, 2023

Talia Ochoa
Correctional Officer
(New Hire/backfill for Kobie Snively)

Jail

Full-Time
@\$1956.50/Semi-Month.
04/03/2023

Status Change
NONE

Terminations (current and pending)

Mercedes Drechsel	In Home Services Case Manager	HSZ	4.3.23	Resignation - Transfer to Agency
Haley Ledford	Family Service Specialist	HSZ	4.7.23	Resignation
Steve Fournier		Highway	May	Retirement
Kim Rossland	Office Manager	Highway	5.15.23	Retirement
Daniel Raub	Facility	Building & Grounds	Sept/Oct	Retirement

Featured Job Opportunities

Assistant State's Attorney

Posted February 8, 2023 8:00 AM | Closes March 8, 2023 11:59 PM

You can find the Online Ward County Application: [HERE](#) Assistant State's Attorney The Ward County Human Resources Department will be accepting applications for... [Full Description](#)

Correctional Officer

Posted February 24, 2023 8:30 AM | Closes March 10, 2023 11:59 PM

The Ward County Application Form can be found [HERE](#) GENERAL DESCRIPTION OF POSITION: This position is located at the Ward County Jail. Duties at this level are... [Full Description](#)

▼ Sheriff's Office

Patrol Deputy

Posted March 20, 2023 8:00 AM | Closes April 6, 2023 11:59 PM

Online Ward County Application The Ward County Sheriff's Department is currently taking applications for the position of Deputy Sheriff. Applications must be... [Full Description](#)

[Apply Online](#)

Employee Referral Incentive

If a Ward County employee refers an applicant, **and** the applicant is hired, **and** the applicant works 6 months (180-day period), the referring Ward County employee will be paid a \$500 bonus after 6 months.

If the employee did not list the referring Ward County employee on the application the Ward County employee must contact Human Resources and inform them about the referral prior to the offer letter being presented to the applicant. Human Resources will confirm with the applicant that the Ward County employee encouraged them to apply. If this process is not followed, the bonus will not be paid.

The definition of contacting Human Resources includes sending an email to human.resources@wardnd.com, sending a signed note/letter with the referrals name and details, stopping in the office and signing a document indicating that they referred an applicant to apply.

Hiring Managers have the option to offer an Employee Referral Incentive on a new position posting. The Hiring Manager will inform Human Resources at the time they request the position to be posted if they want to include this in the application process. This will be announced internally only. Note, if the process is followed accordingly and HR determines it is a qualified referral, the \$500 bonus will be paid out of the hiring departments budget.

Ward County employees are only eligible for one referral bonus per applicant hired.

ON, _____, I VISITED WITH _____ AND
ENCOURAGED THEM TO APPLY FOR THE POSITION OF _____ AT
WARD COUNTY. I UNDERSTAND IF THEY WORK FOR A PERIOD OF 6 MONTHS I AM ELIGIBLE FOR A \$500
BONUS TO BE PAID TO ME. I ALSO UNDERSTAND HUMAN RESOURCES WILL CONFIRM WITH THE
APPLICANT THAT I REFERRED THEM.

X_____

I am requesting a motion to allow the Hiring Supervisor/Manager to offer a referral bonus up to \$500 for an open position, allowing Human Resources to follow the above policy while implementing the bonus.

March 29, 2023

Minot Area Officials for Future Metropolitan Planning Organization (MPO)

SUBJECT: 2020 CENSUS ADJUSTMENTS TO URBANIZED AREA & PLANNING BOUNDARIES

The North Dakota Department of Transportation (NDDOT) has been communicating with Minot area officials on the results of the 2020 United States Decennial Census. One of the major first steps for the Minot area is to define an Urbanized Area (UZA) boundary and a Metropolitan Planning Area (MPA) boundary to serve as the basis for the transportation planning and programming process in the metropolitan area.

With the population information released by the Census, there is also the release of various data sources that define the basis of the Census population. One of those data elements is the Census defined UZA boundary. This boundary outlines the basis of the population density for each Urban Area. This boundary is not necessarily contiguous and is often oddly shaped without clear delineations. Each Metropolitan area can adjust or smooth out the defined UZA to provide a definitive boundary between urban and rural.

NDDOT is requesting that you update your UZA boundary based on the U.S. Census defined boundary. Updating the boundary must adhere to the following requirements:

- At a minimum, the adjusted boundary must include the Census defined boundary and make up one contiguous area.
- Large developments that do not produce a Census definition may be added into the adjusted boundary, such as airports, commercial developments, industrial developments, etc.
- Provide tangible boundaries. If the Census defined boundary splits a roadway in half, it is suggested to include the entire roadway at a minimum; however, including all the right of way may be more appropriate.
- If excluded by the Census defined boundary, other common traffic generators may be added into the adjusted boundary; such as parks, schools, assemblies, etc.
- The adjusted boundary may follow the corporate limits of the City; however, this is not required.

In conjunction with the adjustment to the UZA, you will also need to create an MPA boundary. NDDOT is requesting that you create your MPA boundary based on the U.S. Census updates for your newly identified metropolitan area. Creating the boundary must adhere to the following requirements:

- The planning boundary must include the urbanized area and the contiguous geographic area(s) likely to become urbanized in the next 20 years.
- The boundary may include the entire Metropolitan Statistical Area or Combined Statistical Area as defined by the Census Bureau.

After adjustments to the UZA and creation of the MPA have been made, please submit the boundary information to NDDOT for a preliminary review no later than July 1, 2023. NDDOT will work with Federal Highway Administration (FHWA) to provide comments back as necessary.

Please note, any boundary adjustments or creation will not increase your annual federal-aid allocation or change current maintenance responsibilities.

Once all the comments have been addressed, submit the final boundary information via hard copy and electronic copy no later than September 1, 2023. Electronic copies should be in GIS format. All correspondence for submittal may be made to the following:

Michael E. Johnson, P.E.
Urban Engineer
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505
701-328-2118
mijohnson@nd.gov

Along with your submittal please include a resolution from each jurisdiction's commission approving the new boundaries. Because the Minot Area is slated to become a Metropolitan Planning Organization (MPO) the submittal should be a cooperative and coordinated effort between the entities involved.

After completion of any UZA adjustments the next step in the process is to update the functional classification system to match the new boundary. Further details on this process will be communicated as boundaries are approved; however, it is encouraged to be thinking about potential functional classification changes as you update your boundary.

If you should have any questions during the updating process, please contact Michael E. Johnson at 701-328-2118. More information on the adjustment requirements is available on the Federal Highway Administration website:
(https://www.fhwa.dot.gov/planning/census_issues/urbanized_areas_and_mpo_tma/schedule/).

As a follow up to this letter, you will receive an email from Local Government Division containing the GIS shape file that contains the 2020 Census defined boundary for the entire United States. Please utilize this file as you adjust your urbanized area boundary.

With gratitude,

A handwritten signature in blue ink that reads "Stacey M. Hanson". The signature is fluid and cursive, with the first name "Stacey" being more prominent.

Stacey M. Hanson, P.E.
Assistant Local Government Engineer

38: MEJ

cc: Kristen Sperry, Federal Highway Administration
Ranae Tunison, Federal Transit Administration



U.S. Customs and
Border Protection

Office of Public Affairs

Date: March 27, 2023

Contact Name: Jason Givens

Email:

jason.a.givens@cbp.dhs.gov

News Release

CBP Announces Temporary Expansion of Hours at 4 Northern Border Ports of Entry

WASHINGTON—U.S. Customs and Border Protection (CBP) announced today that it will begin a 120-day temporary expansion of hours at four northern border ports of entry (POE), April 1.

The four locations are the Maida, Northgate, and Sherwood POEs in North Dakota and the Porthill POE in Idaho; all are located geographically within CBP's Seattle Field Office.

For several years, CBP has documented a reduction in privately-owned vehicle and pedestrian traffic at some POEs along its northern border with some ports having permanently reduced operational hours prior to 2019. As part of CBP's obligation to use its resources responsibly and most efficiently, continual evaluations of workload, staffing, operating costs, and traffic volumes were performed to align operating hours that reflect traffic patterns and place employees where they can be most useful.

This expansion will temporarily add two additional operational hours at the end of the current workday at all locations. The Porthill Port of Entry in Idaho will be operational from 7 a.m. to 7 p.m., while the three locations in North Dakota will be operational from 9 a.m. to 7 p.m.

Currently, traffic volumes in North Dakota and Idaho remain approximately 39% below their 2019 levels. At the conclusion of the temporary expansion of hours, CBP will conduct an analysis on traffic flow including an hourly breakdown, overall volume, and types of conveyances that crossed the border. CBP will also identify potential alternate POEs, review community impacts, and consider similar expanded hours at these locations.

CBP is working closely with its partners to discuss the operational details surrounding changes to port hours and is in close coordination with local governmental officials and congressional stakeholders. These efforts enable CBP to better align staffing during peak hours, which in turn, allow CBP to better serve the public and protect our country.

-CBP-

U.S. Customs and Border Protection is the unified border agency within the Department of Homeland Security charged with the comprehensive management, control, and protection of our nation's borders, combining customs, immigration, border security, and agricultural protection at and between official ports of entry.

BY LAWS OF THE WARD COUNTY
COUNCIL ON AGING

ARTICLE I, NAME AND PURPOSE

The name of the Organization shall be, Ward County Council on Aging, referred to hereinafter as the "Council".

The purposes of the "Council" shall be:

1. to foster general communication among all Senior Citizens of the County.
2. to share information among Senior Citizens Organizations on matters pertaining to their functions such as program ideas or services offered.
3. to act as an advisory group to Senior Citizen groups.
4. to aid in fund raising events and to promote activities and services for Senior Citizens.
5. to advise government officials and agencies on matters pertaining to Ward County's Senior Citizens and as available, receive and distribute funds for Senior Citizens throughout Ward County.

ARTICLE II, MEMBERSHIP

A "Council member" shall be a current, individual member of any Senior Citizen club or organization in Ward County whose club or organization has paid its "Council" dues for the current year.

A "funded organization" shall be any club or organization incorporated under the laws of the State of North Dakota as a non-profit corporation and recognized by resolution of the city council of any incorporated city in Ward County as an organization eligible to receive mill levy, State matching, or other funds on behalf of the Senior Citizens of that community.

ARTICLE III, DIRECTORS

Each "funded organization" shall appoint one member to the Board of Directors of the "Council". In the event any Board member cannot attend a meeting, the president of that Board member's "funded organization" may appoint an alternate for the meetings the regular appointee will miss. Appointments to the Board shall be confirmed in writing by the appointee's "funded organization".

ARTICLE 1V, OFFICERS

During the annual July meeting of each year the "Council" shall elect officers from among "Council members" according to the following schedule:

Even years, Vice President and Treasurer; Odd numbered years, President and Secretary. The term of these offices shall be two years and shall commence the day following the day of election. The officers shall not serve more than two terms.

Officers shall be non-voting members of the Board of Directors with the President voting only in the case of an otherwise tied vote. Officers who are also appointees to the Board of Directors by a "funded organization" shall be voting members of the Board of Directors by virtue of their representation of the "funded organization".

ARTICLE V, DUTIES OF THE OFFICERS AND BOARD OF DIRECTORS

The President shall preside at all meetings of the "Council" and the Board of Directors shall prepare the agendas. The President shall see that the duties of the other officers are carried out and may appoint temporary replacements if necessary until the next meeting of the "Council".

The Vice-President shall carry out the duties of the President in the absence of the President or at the President's request;

The Secretary shall keep a record of all business taken up at the meetings, be responsible for notifying members of the time and place of meetings of the Board of Directors and the "Council" for sending out any other important notices.

The Treasurer shall keep records of funds and business transactions.

Any vacancy in an office shall be filled for the unexpired portion of the term of office by election at the next "Council" meeting.

The Board of Directors shall:

1. Attend all meetings of the Board of Directors and the "Council".
2. Make all decisions regarding the expenditure of and distribution of funds.
3. Enter into all contracts on behalf of the "Council".
4. Require an annual audit report and financial statement from each "funded organization" and from the "Council" to be filed with The Board by February 15th of each year covering the preceding year.
5. Attend to all other business of the "Council".

ARTICLE VI, MEETINGS

Meetings shall be held quarterly: January, April, July and October. The January meeting will be held in Minot, the other meeting places will be in alphabetical order.

The Board of Directors shall meet prior to each meeting of the Council.

Matters before the Board of Directors shall be discussed at the "Council" meeting prior to the Board taking final action.

Meetings in addition to the quarterly meetings may be called by the President with the agreement of at least three other members of the Board of Directors.

Notice of all meetings shall be made to the secretary of all clubs or organizations whose dues are current at least ten days in advance, thirty days in advance for regular quarterly meetings.

ARTICLE VII, QUORUM

A quorum of the Board of Directors shall consist of at least two thirds of the voting members of the Board.

Election of officers shall be by majority of Council members present at the annual July meeting or other meeting if filling an unexpired term.

ARTICLE VIII, DUES OR FUNDS

Dues shall be \$25.00 per calendar year (or a portion thereof) per club or organization and shall be due by the January meeting. Other funds may be generated upon vote of the Board of Directors.

ARTICLE IX, AMENDMENTS

These By-Laws or portions thereof may be amended or repealed by the Board of Directors after consultation with the "Council" at a regular or special meeting provided that advance notice of the proposed amendment(s) is sent to the Secretary of each club or organization whose dues are current at least ten days before the meeting at which such amendments are to be considered. Special meetings of the Board of Directors for the purpose of proposing amendments may be called by the President provided all members are notified ten days in advance and at least three other Board members agree to the need for the meeting.

ARTICLE X, RULES

Procedures not covered by these By-Laws or rules subsequently adopted by the "Council" or Board of Directors shall be in accordance with Roberts's Rules of Order, newly revised edition

Signed

Curtis W. Luma, President 7-19-95
Barbara Strick, Secretary 7-19-95

DeSour Valley Economic Development Corporation

Burlington, North Dakota
CONSTITUTION

ARTICLE I

NAME

The name of the organization shall be: *DeSour Valley Economic Development Corporation* herein after referred to as *DeSour Valley*. DeSour Valley is a volunteer organization within the Des Lacs and Souris Basin in Burlington, North Dakota. DeSour Valley is a non-profit organization.

ARTICLE II

PURPOSE

Section 1. The purpose of this organization shall be:

- A. To attract new industry for this area.
- B. To help retain existing industry in this area.
- C. To assist in developing programs and projects for the Senior Citizens and the youth and to have a meaningful voice in there planning and services.
- D. To assist in a Central Business Association in order to increase trade in this area.
- E. To promote the over-all betterment of our community.
- F. To promote social interaction of all age groups in this area.

ARTICLE III

MEMBERSHIP

Section 1. Membership will be open to any legally competent person residing in the Des Lacs-Souris River Basin regardless of age, race, color or creed. The original membership of DeSour Valley shall be grandfathered into the organization for as long as it may exist. Dues to be set by the Board of Directors.

ARTICLE IV

OFFICERS

.....Section 1..... The officers of DeSour Valley shall be as provided in the by-laws, who shall be elected at the regular January meeting. DeSour Valley shall have power to create or abolish such offices, boards, and committees from time to time as its' by-laws will direct.

ARTICLE V

MEETINGS

Section 1. DeSour Valley shall have general meetings once every month or as often as may be determined by DeSour Valley. Special meetings may be called as may be provided by the by-laws of DeSour Valley. A quorum shall consist of a majority of the membership.

**ARTICLE VI
EQUAL OPPORTUNITY**

Section 1. DeSour Valley shall comply with equal opportunity under Executive Orders 11246 and 11375 and the Civil Rights Act of 1964 and amendments thereto.

NOTE: Article VII would be an amendment to the existing articles notate any changes.

**ARTICLE VII
SUBSIDIARY COMMITTEES**

Section 1. Any/all Subsidiary Committee of the DeSour Valley Economic Corporation shall adopt and abide by the Constitution, Articles of Incorporation and By-Laws set forth by the DeSour valley Economic Corporation.

Section 2. Each Subsidiary Committee shall elect its own Officers, maintain its own set of books and accounting system by keeping complete records of all receipts and expenditures. In February of each year each committee will present an annual internal audit of the books to the DeSour Valley Board of Directors.

Section 3. Each Subsidiary Committee will need prior approval from the DeSour Valley Board of Directors before signing any and all contracts or legal documents binding the DeSour Valley Economic Corporation and its Subsidiary committees to any agreements or responsibilities.

Section 4. Each Subsidiary Committee will be required to submit to the DeSour Valley Board of Directors a list of current officer's names, addresses and phone numbers, there positions with responsibilities listed and length of terms.

Section 5. Each Subsidiary Committee will be required to submit and activities report at the DeSour Valley meetings.

**CERTIFICATE OF ADOPTION OF ARTICLE VII
AND
SUBMISSION OF CHANGES TO THE BY-LAWS**

The undersigned, constituting the membership and board of Directors of DeSour Valley Economic Development Corporation, do hereby adopt Article VII and amended By-laws within and foregoing and certify that the same are hereby adopted for the government of the affairs of this corporation.

Dated _____, North Dakota this _____ day of 20__.

President

Vice President

Secretary

Treasurer

Director

Director

Director

Director

Director

Director

DeSour Valley Economic Development Corporation

Burlington, North Dakota

BY LAWS

VOTING MEMBERSHIP

- Section 1. Any person who joins DeSour Valley and pays dues according to the amount set by the Board of Directors will become a voting member.

OFFICERS DEFINED

- Section 1. Officers of this organization shall be: Chief Executive Officer, President, Vice President, Secretary, and Treasurer.
- Section 2. The office of President and Vice President shall be elected or re-elected.
- Section 3. The Executive Board shall consist of the President, CEO, Vice President, Secretary, and Treasurer, and 3 Board of Directors.
- Section 4. The Secretary and Treasurer shall be appointed yearly by the Board of Directors and the voting rights shall be the same as for elected officials.

DISCONTINUANCE OF OFFICE

- Section 1. If three (3) meetings are missed in a row without a valid excuse, you will be asked to step down from your office.

BY LAWS OR POLICIES

- Section 1. Officers and Directors may be terminated by a two-thirds vote of the Board of Directors.

DeSour Valley Economic Development Corporation

Burlington, North Dakota

MEETINGS

- Section 1. General meetings shall be held the second Wednesday of each month. An Annual Meeting shall be held in January of each year for this Corporation and any subsidiaries of this corporation at which the organization shall hold its election of officers for the upcoming year.
- Section 2. Special meetings shall be called by the CEO, the President or the Board of Directors with a notice of at least 24 hours.

QUORUM

- Section 1. A quorum shall consist of a majority of the voting membership.
- Section 2. A quorum is necessary for election of officers or to change the By-Laws.

GENERAL

- Section 1. No member of this organization may contract or cause to be made in the name of this organization any debts of any nature without approval of the majority of the Board of Directors.
- However, DeSour Valley members may independently contract for work to be done for DeSour Valley for the betterment of the organization or for secretarial work needed over and beyond the duties of the Secretary of the organization upon approval of the Board of Directors.
- The Treasurer of DeSour Valley may also contract with DeSour Valley for bookkeeping work needed over and beyond the duties of the Treasurer for the organization upon approval of the Board of Directors.
- Section 2. Business meetings shall follow Robert's Rules of Order.
- Section 3. This constitution and policies or any thereof may be amended or repealed by a two-thirds affirmative vote of the Board of Directors at any regular meeting provided written notice of the proposed amendment as been presented to the Board of Directors the regular meeting prior to that at which the vote is taken.

DeSour Valley Economic Development Corporation

Burlington, North Dakota

DUTIES OF OFFICERS

- Section 1. Duties of the Chief Executive Officer:**
- A. Represent DeSour Valley officially in public along with the Chairman or alone if the Chairman is absent or upon the request of the Chairman.
 - B. Be responsible for correspondence in and out, and the agenda for each meeting.
 - C. Give direction to the corporation.
- Section 2. Duties of the President:**
- A. Preside over all meetings and over the Board of Directors.
 - B. Appoint Committees and their Chairmen.
 - C. Represent DeSour Valley officially in public along with the CEO or alone if the CEO is absent or upon the request of the CEO.
 - D. Generally, oversee and supervise all activities and members. Shall be authorized to sign all contracts and other papers as necessary for the transaction of the business of the corporation.
- Section 3. Duties of the Vice President:**
- A. Carry out the duties of the President when the President is absent upon the request of the President.
 - B. Assist the President with meetings.
 - C. Chair program of membership committees.
- Section 4. Duties of the Secretary:**
- A. Maintain accurate and complete records of DeSour Valley meetings.
 - B. Notify all members of upcoming meetings as to time and place.
 - C. Present and read minutes for approval at all meetings of DeSour Valley.
- Section 5. Duties of the Treasurer:**
- A. Maintain accurate account of all funds received by DeSour Valley.
 - B. Keep complete record of all receipts and expenditures. Checks will require two signatures: Treasurer and President or Vice President.
 - C. Keep an inventory of all items purchased or given to DeSour Valley.
 - D. Report all transaction for approval at the regular meetings.
- Section 6. Duties of the Board of Directors:**
- A. Serve the best interest, DeSour Valley.
 - B. Supervise and guide the organization.
 - C. Appoint the Secretary and Treasurer at the January meeting.

Marketing Money from Ward County

2019		\$	23,500.00	2020		\$	25,000.00	2021		\$	\$30,000.00
Ever Mint		\$	(172.80)	2019 carryover		\$	11,400.97	electronic sign		\$	(23,325.00)
Rebecca Ruzicka		\$	(2,500.00)	Squarespaces		\$	(216.00)	Squarespaces		\$	(216.00)
Burl Community First		\$	(150.00)	Squarespaces		\$	(20.00)	Squarespaces		\$	(20.00)
Rebecca Ruzicka		\$	(2,500.00)	flowers		\$	(1,031.65)	Terilynn Hoff		\$	(5,000.00)
flowers		\$	(886.07)	Terilynn Hoff		\$	(2,500.00)	flowers		\$	(667.63)
mowing		\$	(800.00)	Burlington Elec		\$	(1,750.00)	watering flowers		\$	(450.00)
watering flowers		\$	(350.00)	mowing		\$	(900.00)	sign-lots for sale		\$	(1,164.72)
Community First		\$	(1,200.00)	watering flowers		\$	(350.00)	reading to Seniors		\$	(200.00)
ward county historical		\$	(193.50)	splashpad signs		\$	(74.18)	bike rodeo		\$	(178.69)
trunk or treat		\$	(300.00)	mowing		\$	(1,250.00)	trunk or treat		\$	(150.00)
Terilynn Hoff		\$	(2,396.66)	electric sign		\$	(24,000.00)	xmas tree lights		\$	(227.82)
mowing		\$	(650.00)	paint wtr tower		\$	(2,500.00)				
				Terilynn Hoff		\$	(2,500.00)				
spent		\$	(12,099.03)	trunk or treat		\$	(150.00)	spent		\$	(31,599.86)
remaining		\$	11,400.97	spent		\$	(37,241.83)	remaining			(\$1,599.86)
				remaining		\$	(840.86)				
2022		\$	27,000.00	2023		\$	30,000.00				
Squarespaces		\$	(268.00)								
flowers		\$	(988.00)								
Terilynn Hoff		\$	(5,000.00)								
mowing		\$	(1,700.00)								
watering flowers		\$	(350.00)								
weed spraying		\$	(2,869.52)								
clean up water tower		\$	(8,500.00)								
trunk or treat		\$	(150.00)								
wine walk		\$	(150.00)								
fire dept calendar		\$	(400.00)								
lift station		\$	(9,133.33)								
pruning trees by signs		\$	(500.00)								
spent		\$	(30,008.85)								
remaining		\$	(3,008.85)								

**BYLAWS OF
KENMARE COMMUNITY DEVELOPMENT CORPORATION #2**

- 1. The Board of Directors of this non-profit corporation shall have the general management of its affairs and shall elect all officers of this corporation.**
- 2. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next annual election and until a new successor or successors have been duly qualified.**
- 3. The Board of Directors of this corporation shall consist of the eleven persons who make up the Board of Directors of the Kenmare community Development Corporation.**
- 4. The Board of Directors shall hold its meetings at such places within this state, as the majority of the members thereof may from time to time appoint.**
- 5. The annual meeting of the Board of Directors for the election of officers for the ensuing year and for such other business as may properly come before it shall be held following the annual meeting of the stockholders of the Kenmare Community Development Corporation.**
- 6. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if done in writing signed by all the Directors.**
- 7. At all meetings of the Board of Directors, a quorum sufficient for the transaction of business shall consist of 6 members.**
- 9. Any Director may, in writing, either before or after the meeting, waive notice thereof; and without notice any Director, by his attendance at and participation in the action taken at any meeting of the Board of Directors, shall be deemed to have waived notice thereof.**
- 9. The officers of this corporation shall be the officers of the Kenmare Community Development Corporation. There shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time deem advisable. The Board of Directors may fix the powers and duties of any officers and the officers shall receive reasonable compensation. No two or more offices may be held by the same person at the same time.**
- 10. The President shall be the chief executive officer of the corporation and he shall preside at all meetings of the Board of Directors. He shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute all contracts or instruments requiring the seal of the corporation and shall have the general powers and duties usually vested in the office of the President of a corporation and shall have such other powers and perform such other duties as the Board from time to time may prescribe.**

Adopted: December 6, 1993

11. The Secretary shall attend all meetings of the Board of Directors and record all votes and the minutes of all proceedings of the Board in a book to be kept for that purpose, and shall keep the books of the corporation, shall have the custody of its corporate seal and attest the same when properly authorized to be affixed. He shall give or cause to be given notice of all meetings of the Board of Directors and shall perform such other duties as may from time to time be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

12. The Treasurer shall have the care and custody of the corporate funds and securities and shall disburse the funds of the corporation as may be ordered from time to time by the Board of Directors. He shall supervise the keeping of full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects and all securities and other valuable effects of the corporation in the name and to the credit of the corporation in such depositories as may be designated from time to time by the Board of Directors. Except to the extent that some other person or persons may be specially authorized by the Board of Directors to do so, he shall make, execute and endorse all checks and other commercial paper on behalf of the corporation. He shall report the financial condition of the corporation at the annual meeting of the Board of Directors in each year and at all other times when requested by the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors.

13. All meetings of this corporation shall be held at such place as may be specifically designated by the Board of Directors.

14. Written notice of the time and place of the annual meeting of the Board of Directors shall be given to each director of the corporation by the secretary.

15. Special meetings of the Board of Directors for any purpose may be called by the President or by the Board of Directors or 3 members thereof at any time. The business transacted at all special meetings shall be confined to the objects stated in the call. Written notice of special meetings of the Board of Directors stating the time and place and purposes thereof shall be given at least 10 days before said meeting.

16. This corporation shall have all of the general powers listed in state law a summary of which is included in NDCC 10-24-05.

17. These bylaws may be amended by an affirmative vote of a quorum present during an annual meeting of the Board of Directors or a special meeting of the Board of Directors called for that purpose.

AMENDED AND RESTATED BYLAWS MINOT AREA CHAMBER EDC

ARTICLE I NAME

The name of the Corporation is the Minot Area Chamber EDC.

ARTICLE II. PURPOSE & POWERS

The purpose of the Minot Area Chamber EDC is, through organized effort and leadership, to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all. The Minot Area Chamber EDC shall have all powers as are now or may hereinafter be granted by the North Dakota Non-profit Corporation Act (N.D.C.C. Ch. 10-33).

ARTICLE III. LIMITATION OF METHODS

The Minot Area Chamber EDC shall observe all local, state, and federal laws applicable to a non-profit organization as well as those defined and described in Section 501(c) (6) of the Internal Revenue Code of 1986.

ARTICLE IV. MEMBERSHIP INVESTMENT

Section 4.1 Classes of Member Investors. The Minot Area Chamber EDC shall have one class of member investors. Any person, firm, partnership, corporation, company, association, or trustee indicating a desire to affiliate with this organization shall be eligible for membership investment.

Section 4.2 Application and Fees. Membership investment may be obtained by fully completing the membership investment application and pledge. Pledge amounts shall be determined by the Board of Directors from time to time.

Section 4.3 Voting Rights. Each current member investor shall be entitled to one (1) vote on each matter submitted to a vote of the member investors.

Section 4.4 Transfer of Membership Investment. Membership investment in the Minot Area Chamber EDC is not transferable or assignable except upon the death of the member investor as provided by section 4.6 or upon the sale of a member investor's business.

Section 4.5 Resignation. Any member investor may resign by filing a written resignation with the Secretary, but

such resignation shall not relieve the member investor of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid.

Section 4.6 Death. The death of a member investor shall cancel any unpaid membership investment pledge to which the deceased member investor was a party. No refund of membership investment previously paid shall be made. If the membership investment is assigned through an affiliation, the entity may reassign the membership investment for the duration of its term.

Section 4.7 Expulsion. Any member investor may be expelled from the Minot Area Chamber EDC on grounds of willful violation of these bylaws, failure to pay membership investment fees, assessments or other required fees or charges or any other reason(s) constituting good cause. The member investor shall be given written notice of expulsion and the reason(s) for it. Such member investor shall also be notified of the date and place the Board of Directors will consider expulsion of the member investor. The member investor must be given the opportunity to be heard, verbally or in writing, on the proposed expulsion and the reason(s) for it. A member investor may be expelled by the affirmative vote of two-thirds of Directors at a meeting of the Board of Directors at which a quorum is present.

Section 4.8 Annual Meetings. The annual meeting of the Minot Area Chamber EDC member investors should be held in the first quarter of each year at such time and place as designated by the Board of Directors. Other meetings of the member investors of the Minot Area Chamber EDC may be called by the Chair of the Board of Directors at any time or upon written petition of 1/20 of the Minot Area Chamber EDC member investors in good standing. At least ten (10) days advance notice of a meeting of member investors shall be given to the Minot Area Chamber EDC member investors. The notice of meeting shall indicate the date, time and place of the meeting and a statement of the purposes of the meeting.

Section 4.9 Quorum. At any duly called meeting of the member investors of the Minot Area Chamber EDC, ten percent (10%) of the member investors entitled to vote at the meeting shall constitute a quorum. If a quorum is not present at any meeting of member investors, a majority of the member investors present may adjourn the meeting from time to time without any further notice.

Section 4.10 Parliamentary Procedure. All questions of parliamentary procedure shall be settled according to Robert's Rule of Order, wherever they are not inconsistent with the Articles of Incorporation or Bylaws of the Minot Area Chamber EDC.

ARTICLE V. BOARD OF DIRECTORS

Section 5.1 Duties and Powers. The Board of Directors shall be the governing body of the Minot Area Chamber EDC and all its, committees, task forces, affiliated or subsidiary organizations, employees and properties, subject only to the limitations and exceptions provided for in the Articles of Incorporation or in these Bylaws.

Section 5.2 Number and Selection. The Board of Directors shall consist of fourteen (14) members comprised as follows:

- A. One (1) Director shall be appointed by the Minot City Council to serve a one (1) year term;
- B. One (1) Director shall be appointed by the Ward County Commission to serve a one (1) year term;
- C. Twelve (12) Directors shall be elected by the members of the Minot Area Chamber EDC, each to serve a three-year (3 year) term; *provided*, however, the terms of the initial twelve Directors shall be staggered by randomly selecting four (4) of the initially-elected Directors to serve one (1) year terms, four (4) of the initially-elected Directors to serve two (2) year terms.

A Director may serve two (2) consecutive complete terms (in addition to any partial term to which he/she has been appointed prior to election), but he/she shall not be eligible for election until one full year after completion of his/her second elected term.

Section 5.3 Ex-officio. The Board of Directors may designate ex-officio members of the Board of Directors. Ex-officio members of the Board of Directors are non-voting members and included in periodic Board of Directors meetings, both as a resource to the Board of Directors and to disseminate information to their respective organizations. The ex-officio members may be excluded individually or as a group when the Board of Directors meets in executive session.

Section 5.4 Elections of Directors. Directors shall be nominated and elected according to the following procedure:

- A. **Nominating Committee.** On or before the first day of October of each year, the Chair of the Board shall appoint three (3) members and announce a nominating committee consisting of three (3) members. The Nominating Committee will nominate a number of persons equal to the number of Directors whose terms are expiring. Such nominations shall be made on or before November 30th of each year.
- B. **Nominating Procedure.** On or before November 15, the Nominating Committee shall select a sufficient number of candidates to fill all expiring and any vacant Director terms and confirm that each candidate is willing to accept the duties and responsibilities of directorship. The slate of names selected as new Board members (each, a "Director-elect") shall be announced to the member investors in the December newsletter.

Section 5.5 Installation of Board of Directors. The Directors-elect shall be installed as Directors at the regularly scheduled meeting in January. Upon installation the Directors shall immediately receive and adopt the report of the Nominating Committee as provided for by Section 5.4 paragraph B of these Bylaws.

Section 5.6 Meetings & Quorum. Meetings of the Board of Directors may be called by the Chair of the Board or upon written application of any six (6) members of the Board of Directors. Notice of the date, time, and place of meetings of the Board of Directors shall be given to each Director at least one full day prior to such Board of Directors meeting. Notice may be given by personal delivery, mail or by email. Notice by personal delivery is deemed given upon delivery and notice by mail or email is deemed given when sent. A Director may waive notice before, at or after the meeting whether given in writing, by authenticated electronic communication or by attendance. Attendance at a meeting is waiver of notice of that meeting unless the Director objects at the beginning of the meeting to transaction of business because the meeting was not properly called or convened and does not participate in the meeting after the objection. To the extent applicable, notice of meetings of the Board of Directors will comply with North Dakota's open meetings laws.

Consistent with N.D.C.C. § 10-33-41, a majority of the members of the Board of Directors (excluding ex-officio members) is a quorum for the purpose of conducting business. Meetings of the Board of Directors may be conducted by any means of communication, including remote communication, through which the Directors may simultaneously hear and participate with each other.

A Director may give advance written consent or opposition to a proposal to be acted on at a meeting of the Board of Directors. If the Director is not present at the meeting, consent or opposition to a proposal does not constitute presence for purposes of determining the existence of a quorum, but consent or opposition must be counted as the vote of a Director present at the meeting in favor of or against the proposal and must be entered in the minutes or other record of action at the meeting, if the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the Director has consented or objected.

Section 5.7 Executive Committee

- A. There shall be an Executive Committee of the Board of Directors which shall meet on call of the Chair. The Executive Committee shall have the powers of the Board of Directors in the management of the business of the Minot Area Chamber EDC between meetings of the Board of Directors, subject to ratification by the Board of Directors, and shall have the sole responsibility for evaluation of the President at least annually and for any changes in compensation of the President.
- B. Members of the Executive Committee shall be the Chair of the Board, Chair-Elect, the Past Chair (*provided* his/her term as a member of the Board has not expired or he/she has been elected to the Board), Treasurer, and the Vice-Chair. The President shall be an Ex-officio member of the Executive Committee but without voting powers.
- C. Notice of the date, time, and place of meetings of the Executive Committee shall be given to each committee member at least one full day prior to such meeting. Notice may be given by personal delivery, mail or by email. Notice by personal delivery is deemed given upon delivery and notice by mail or email is deemed given when sent. To the extent applicable, notice of meetings of the Executive Committee will comply with North Dakota's open meetings laws.
- D. Meetings of the Executive Committee may be conducted by any means of communication, including remote communication, through which the Directors may simultaneously hear and participate with each other. A majority of the Executive Committee must be present to constitute a quorum.

Section 5.8 Removal of Directors.

- A. The Executive Committee shall recommend removal of a Director if:
 - (i) sufficient cause exists such as (but not limited to): misconduct, misappropriation of funds or other good and valid reasons; or
 - (ii) a Director fails to attend at least two-thirds of the meetings of the Board of Directors during any fiscal year unless allowance for extenuating circumstances is approved by the Board of Directors.The Board of Directors shall act upon the recommendation of the Executive Committee at any meeting of the Board of Directors at which a quorum is present. Removal shall require two-thirds of Directors present.

Section 5.9 Vacancies. If a vacancy occurs on the Board of Directors, the Chair shall appoint a new Director to fill the unexpired portion of the vacant term, subject to ratification by the Board of Directors.

Section 5.10 Conflict of Interest and Confidentiality. Contracts and/or transactions between the Minot Area Chamber EDC and (i) a Director or a member of a Director's family, or (ii) an organization in which the Director or a member of the Director's family has a material financial interest must comply with N.D.C.C. § 10-33-46. Each Director shall annually execute an acknowledgment that he/she has read the Minot Area Chamber EDC's Conflict of Interest Policy and Confidentiality Policy.

ARTICLE VI. OFFICERS

Section 6.1 Officers. The officers of the Minot Area Chamber EDC shall be: (i) the Chair of the Board, (ii) Chair-Elect, (iii) Vice-Chair, (iv) Treasurer, (v) Past Chair (*provided* his/her term as a member of the Board has not

expired or he/she has been elected to the Board), and (vi) the President. Apart from the offices of President, officers of the Minot Area Chamber EDC shall be elected annually by the Board of Directors from the membership of the Board of Directors. The President shall be elected by the Board of Directors for an indefinite term, and shall hold office until he/she resigns, is removed, or is otherwise disqualified to serve, or until his/her successor shall be elected and qualified. The election and installation of officers shall occur during the regular January meeting of the Board of Directors, following installation of the Directors elect. Officers shall hold office until his/her successor is elected and qualified.

Section 6.2 Salary. None of the elected officers, except the President shall receive any salary or compensation. The salary, compensation, and benefits of the President shall be fixed by the Executive Committee of the Board of Directors

Section 6.3 Vacancies. If the office of Chair of the Board becomes vacant, the Chair-Elect shall succeed to the office of Chair of the Board for the unexpired portion of the term. A vacancy in any other office will be filled by the Board of Directors for the unexpired portion of the Officer's term.

Section 6.4 Duties

- A. The Chair of the Board shall preside at all meetings of the Board of Directors and of the members and shall perform other duties as the Board of Directors may require. He/she shall be a voting member of all councils, committees, task forces, or groups.
- B. The Chair-Elect shall assist the Chair of the Board in whatever manner the Chair may suggest and shall be designated by title as Chair-Elect. In the event of the disability or inability of the Chair to serve, the Chair-Elect, with the approval of the Board of Directors, shall assume the duties of the Chair of the Board until such time as the Chair is capable of again assuming his/her responsibilities, or until his/her term of office expires, whichever occurs first. If the Chair-Elect is unable to perform the duties of the Chair of the Board, then the duties of Chair shall be performed according to the following order of priority:
 - (i) Vice-Chair,
 - (ii) Treasurer,
 - (iii) Past-Chair.
- C. The Treasurer shall, in addition to such other duties as may be assigned by the Board of Directors, be responsible for overseeing the accounting function. The Treasurer will work with the independent auditors and the Minot Area Chamber EDC staff in evaluating the accounting system and activity and will report and make recommendations regularly to the members of the Board of Directors and Executive Committee at their meetings.
- D. In addition to such other duties as may be assigned by the Board of Directors, the Vice-Chair shall assist the Chair of the Board in whatever manner the Chair may suggest and is an understudy to become the Chair-elect.
- E. In addition to such other duties as may be assigned by the Board of Directors, the Past Chair shall assist the Chair of the Board in whatever manner the Chair may suggest and shall provide advice and counsel to the Chair.
- F. The President shall be the executive officer of the Minot Area Chamber EDC, and shall, subject to the control of the Board of Directors: execute documents on behalf of the Minot Area Chamber EDC as required; have general supervision, direction and control of the business and staff of the Minot Area

Chamber EDC; keep the Minutes of the Board of Directors meetings; keep other records as the Board of Directors may require and perform such other duties as may be assigned by the Board of Directors or these Bylaws.

- G. The President will also appoint an employee staff member of the Minot Area Chamber EDC to keep the minutes of the proceedings of the Board of Directors; see that all meeting notices and other notices are duly given in accordance with the provisions of these Bylaws or as required by law; serve as custodian of the corporate records and of the seal of the Minot Area Chamber EDC; and such other duties as from time to time may be assigned by the President.

Section 6.5 Delegates. The Chair of the Board or other officers presiding in the Chair's absence may, with the consent of the Board of Directors, appoint delegates to any meeting, conference, or convention at which representatives from the Minot Area Chamber EDC appear desirable or necessary, but such delegates shall not, unless so authorized by the Board of Directors, commit the Minot Area Chamber EDC to any policy, action or expense. Appointment of such delegates shall involve no financial obligation by the Minot Area Chamber EDC in their behalf unless specifically authorized by the Board of Directors.

Section 6.6 Removal of Officers.

- A. The Executive Committee shall recommend removal of an Officer if sufficient cause exists to remove an Officer, including (but not limited to) misconduct, misappropriation of funds or other good and valid reasons. The Board of Directors shall act upon the recommendation of the Executive Committee at any meeting of the Board of Directors at which a quorum is present. Removal shall require 2/3 of Directors present.

ARTICLE VII. COMMITTEES AND TASK FORCES

Section 7.1 Definitions

- A. **Committee** - A committee is a designated group with action plans that are of an annual nature.
- B. **Task Force** - A task force is an appointed group with an action plan that is specific and will disband when that action plan is met.
- C. **Chairs** - The chairs of the committees and task forces shall be appointed by the Chair of the Board at the beginning of each fiscal year. The Chair of the Board may authorize the council chairs to recruit individuals to serve as the chairs of the committees and task forces.
- D. It should be noted that Task Force 21 has been established separately by the Board of Directors.

Section 7.2 Jurisdiction and Scope. The activity of the committees and task forces will be consistent with and guided by the Minot Area Chamber EDC's Strategic Plan and Annual Operating Plan.

Section 7.3 Members. Each committee and task force shall be designated by the Chair of the Board of Directors, and the purpose for each group will be clearly identified in the annual program of work and approved by the Board of Directors. A committee or task force may be designated throughout the year by the Chair of the Board, after review and approval by the Board of Directors. Minot Area Chamber EDC members will self-select their participation in a committee or task force through the use of the annual preference form that the Minot Area Chamber EDC staff sends

out. The Chair of the Board may appoint any individual as a consulting member of any committee or task force, but the consulting member shall not have a vote in deciding actions and shall not chair said committee or task force without approval of the Chair of the Board.

Section 7.4 Meetings. Committee meetings or task force meetings may be called at any time by the respective Chair or the Chair of the Board. To the extent applicable, notice of committee meetings or task force meetings will comply with North Dakota's open meetings laws.

If neither the committee nor task force chair nor someone designated by the chair is present, the staff coordinator shall conduct the meeting. At any duly called meeting of a committee or task force, those present shall constitute a quorum.

Section 7.5 Functions and Authority. Each committee and task force shall study, investigate, and make recommendations to the Board of Directors on subjects within the general scope of activity assigned it by the Chair of the Board or which subsequently may be referred to it by the Chair of the Board or the Board of Directors. After the Board of Directors has approved a committee or task force recommendation on a particular subject or activity, the Chair of the Board or the President shall act upon and publicize such subject or activity, within the limitations which may be set then or later by the Board of Directors.

Section 7.6 Finance. No committee or task force shall, without specific approval of the Board of Directors and the President, solicit any funds or make expenditure exceeding the amount allowed to it out of the Minot Area Chamber EDC's operating budget.

Section 7.7 Records and Reports. The President shall appoint an employee staff member of the Minot Area Chamber EDC to document the proceedings and activities of each committee or task force. Minutes of each meeting are required and shall be given to the President for filing in the permanent and official file kept at the Minot Area Chamber EDC Offices no later than five (5) days after the meeting. The President shall prescribe the style and official form for the Minutes.

In addition, all reports or correspondence originating with or received by any member of the committee or task force relating to that group's work shall be furnished to the staff coordinator so that the official file will be complete. The Chair shall make reports on the committee or task force activities as may be requested by the Chair of the Board, Council, or Board of Directors.

Section 7.8 Tenure. The official status of all committees and task forces and their Chair and members shall be discharged at the conclusion of each fiscal year (September 30) or when a successor is appointed. Absence of a committee or task force member from three consecutive meetings without satisfactory explanation to the Chair shall be deemed a tender of resignation from such committee or task force.

ARTICLE VIII. EMPLOYED STAFF

Section 8.1 President

The President of the Minot Area Chamber EDC shall be the General Manager of the Minot Area Chamber EDC Office and he/she shall devote his/her full time to the management of the Minot Area Chamber EDC.

The President shall be an authorized representative of the Board of Directors and of the officers in the administration of the Minot Area Chamber EDC's policies, the conduct of its business and management of its properties. It shall be

his or her duty to advise the members and officers of any committee, task force and other Minot Area Chamber EDC group, as well as any person, regarding Minot Area Chamber EDC policy in any controversial matters.

Section 8.2 Other Employees

The President shall have full control of all employees of the Minot Area Chamber EDC and authority to hire and fire as well as assign their duties and to fix their compensation.

Section 8.3 Delegation

In order to ensure maximum efficiency of the Minot Area Chamber EDC's operation, the President may delegate certain of his/her responsibilities and authority to other employees.

Section 8.4 Bond

The President and such other officers and staff as the Board of Directors may designate, shall be bonded. The bond shall be a fidelity bond and be in the amount set by the Board of Directors and paid for by the Minot Area Chamber EDC.

ARTICLE IX. FINANCES

Section 9.1 Fiscal Year

The fiscal year of the Minot Area Chamber EDC shall begin on January 1 and close on December 31 of each year.

Section 9.2 Control

The Board of Directors shall have final authority over the deposits, investments, and disbursements of all monies paid to the Minot Area Chamber EDC or any of its committees, task forces or affiliated or subsidiary organizations, regardless of whether income shall result from payment of investments, solicitations or special funds, assessments, grants, gifts, or any other source whatsoever.

Section 9.3 Budget

Expenditure of all membership investments, fees and income from property rentals, business operations, investments, or any other source intended for the regular operation of the Minot Area Chamber EDC, shall be allocated to meet the operating needs of the Minot Area Chamber EDC under a budget prepared by the President and adopted by the Board of Directors.

The Budget shall be adopted by the Board of Directors in the first quarter of the fiscal year. Consideration shall be given to Budget requests made by various committees and task forces, but the final determination shall be based on the best interest of the Minot Area Chamber EDC as a whole, sound fiscal policy and the anticipated income for the ensuing year.

No committee, task force, or any other group operating under such budget, may expend more than its allocated amount without prior approval of the Board of Directors.

The Board of Directors may, at any time during the fiscal year, reduce the amount originally allocated to any committee, task force, or other group, and may assign any unexpended budget balance or any portion thereof to other committees, task forces, or groups if that action is deemed to be in the best interest of the Minot Area Chamber EDC.

The Treasurer shall make a cumulative report each month to the Board of Directors on income and expenditures.

Section 9.4 Disbursements. No part of the net earnings of the Minot Area Chamber EDC shall inure to the benefit of any Member or individual. Checks written against regular Minot Area Chamber EDC bank accounts shall be supported by proper requisitions, vouchers, statements, or other evidence showing the expenditure to be appropriate and authorized hereunder. All checks on Minot Area Chamber EDC bank accounts shall be signed by two officers or authorized staff employees as follows:

Checks in the amount of more than \$2,500 shall be signed by two of following: the Chair, the Chair-Elect, Vice-Chair, Treasurer, President, or the Vice-President.

Checks in amounts of \$2,500 or less shall be signed by one of the following: the Chair, the Chair-Elect, Vice-Chair, Treasurer, or the President.

Section 9.5 Investments. Purchase of securities or real estate or any other investments made with Minot Area Chamber EDC funds shall have the prior, approval of the Board of Directors. The Board of Directors may require the President or Treasurer to make full reports on investments at any time.

Section 9.6 Records. All financial records except those which must be kept longer to conform to regulations or governmental agencies or specific rulings of the Board of Directors, may be destroyed after five (5) years from their original dates.

Section 9.7 Auditing Procedure. The Board of Directors shall engage an independent certified public accounting firm to review or audit, annually, all general and special accounts of the Minot Area Chamber EDC. The firm may be instructed to perform unannounced reviews or audits at any given period of the year for verification of accounts, in addition to the annual reviews or audit. All reviews or audit results should be distributed in writing on a timely basis to the Board of Directors.

ARTICLE X. INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 10.1 Indemnification. To the full extent permitted by the North Dakota Non-Profit Corporation Act, the Board of Directors shall authorize the Minot Area Chamber EDC to indemnify any present or former Director, Officer, employee, or agent of the Minot Area Chamber EDC against judgment, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in connection with a proceeding in which the person is, was or is threatened to be made a named defendant or respondent because the person is or was a Director, Officer, employee or agent of the Minot Area Chamber EDC.

Section 10.2 Liability. No Director of the Minot Area Chamber EDC shall be personally liable to the Minot Area Chamber EDC for monetary damages for breach of fiduciary duty as a Director; provided, however, that this Section 10.2 shall not eliminate or limit the liability of a Director to the extent provided by applicable law (a) for a breach of the Director's duty of loyalty to the Minot Area Chamber EDC or its members, (b) for acts or omissions that constitute willful misconduct, recklessness, or a knowing violation of law, (c) for a transaction from which the Director derives an improper personal benefit, or (d) for any act or omission occurring prior to the effective date of this Section 10.2. No amendment to or repeal of this Section 10.2 shall apply to or have any effect on the liability or alleged liability of any Director of the Minot Area Chamber EDC for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal.

ARTICLE XI. PROVISIONS FOR AMENDMENT

Section 11.1 Bylaws. The power to amend or repeal these Bylaws is vested exclusively in the Board of Directors. These Bylaws may be amended or repealed at any regular or called meeting of the Board of Directors provided that a majority of all directors vote in favor of such amendment and provided further copies of such amendment are mailed, personally delivered or emailed to each Director at least three (3) days before the meeting on which such proposed changes are adopted or rejected.

ARTICLE XII. DISSOLUTION

Section 12.1 Procedure. If, at such time as the Board of Directors may see fit, based on just cause and adequate reason, it may recommend to the members of the Minot Area Chamber EDC, the dissolution of the Minot Area Chamber EDC. After a period of thirty (30) days' notice to the membership by the Chair of the Minot Area Chamber EDC, the Board of Directors shall be responsible for conducting a referendum of the membership and shall require approval of dissolution by 2/3 majority of the total membership eligible to vote.

Should the membership affirm the dissolution of the Minot Area Chamber EDC, any funds and other property of the Minot Area Chamber EDC remaining after payment of all indebtedness shall be distributed to an organization selected by the Board of Directors, *provided*, however, such organization shall have been determined by the IRS to be exempt under IRC § 501(c)(3) or 501(c)(6) of the Internal Revenue Code of 1986.

APPROVED and ADOPTED by the Minot Area Chamber EDC Board of Directors: May 11, 20 22

CONSTITUTION AND BYLAWS OF THE SOURIS BASIN PLANNING COUNCIL

The function of the Souris Basin Planning Council is to support communities, leaders and entrepreneurs to advance economic progress for North Dakota Region 2, comprising all of Bottineau, Burke, McHenry, Mountrail, Pierce, Renville and Ward counties.

ARTICLE I – NAME AND LEGAL AUTHORITY

- Section 1. The name of the organization shall be Souris Basin Planning Council (SBPC).
- Section 2. SBPC is organized under Chapter 54-40.1 of the North Dakota Century Code and will abide by the statutes within.

ARTICLE II – POWERS AND FUNCTIONS

- Section 1. Powers
- a) Adopt agreements, rules, or procedures as may be necessary to execute planning and development within the region.
 - b) Receive and expend federal, state and local funds; and contract for services with units of local government, private individuals and organizations, consistent with the scope and objectives of planning and development functions.
 - c) Act as a regional development corporation.
 - d) Have authority to purchase, own, and manage real property for the purpose of the business incubator and regional council administrative functions.
 - e) Have authority to hire an executive director who shall be given full control over the staff of the regional council. The executive director shall act as a liaison between the regional council and the staff of the regional council. The executive director shall advise and assist the regional council in the selection of staff. The executive director shall have authority to submit grant applications and enter grant and contract agreements on behalf of SBPC.
- Section 2. Functions
- a) Identify projects of economic significance and regional priority.
 - b) Develop and execute community and economic support programs and initiatives.
 - c) Encourage progress of community, entrepreneurship and business activity through research, technical assistance, grant writing, education seminars and project management.
 - d) Strengthen organizational capacity by leveraging local, state, federal and private funds.

- e) Coordinate and assist with planning and development within the region for all matters of regional concern as determined by the council to include social and economic planning, economic development, transportation, health, environmental quality, water and sewage, solid waste, flood relief, parks and open spaces, hospitals, and public buildings.
- f) Participate with other public agencies and private organizations regarding research for planning activities relevant to the region.
- g) Prepare a regional comprehensive plan and share publicly.
- h) Develop an operations budget.
- i) Provide technical assistance for primary sector business development by leveraging local, state and federal funds to assist in product development, product testing, business plan development, feasibility studies, gaining patent protection, marketing strategies and other needs to stimulate business development.
- j) Host business outreach forums to stimulate entrepreneurship and interchange with potential investment and forums on other matters of importance to the local area.
- k) Facilitate the financing of local economic development activities, such as local revolving loan fund programs and intermediary relending programs, without regard to the fiscal source.

ARTICLE III – ADMINISTRATION

Section 1. Those powers and duties assigned to the council shall be administered by a council and board whose name, officers, committees and rules of procedure are hereafter set forth.

ARTICLE IV– COUNCIL BOARD

Section 1. Membership

Each of the following will be entitled to one member and one alternate. The council majority must consist of existing elected city and county officials.

- a) Counties – one representative and one alternate from each county, as named by the county Chairperson or county commission.
- b) Cities – The County Commission or Chairperson shall appoint one city within the county to be represented on the council. The City Council President or Mayor shall name the representative and one alternate.
- c) Soil Conservation Districts – one Soil Conservation district supervisor and one alternate to represent each county and to be selected by agreement of all districts in the county. If any county contains more than one soil conservation district either in whole or in part, the concerned boards shall meet and jointly agree upon a single

appointment to the regional council. If a soil conservation district declines to name a representative to the council board, a replacement and alternate from the same county may be named by the SBPC Chairperson.

- d) Cities over 5,000 population – one representative and one alternate from each city with a population over 5,000, as based on the last U.S. Census, as named by the city Mayor or President.
- e) One member may represent identifiable and organized minority groups or special interest groups existing in the region. Selection of this member shall be made by the regional council upon recommendations made by such groups.
- f) One or more members, selected by local development corporations, shall represent organized local development corporations existing in the region.
- g) One member, as selected by the Tribal Council or chairperson of the Three Affiliated Tribes.
- h) The chairman of the regional employment training council or the chairman's designee must be appointed to the regional council.

Section 2. Membership Terms

- a) Terms shall be two years or until replaced in the same manner as the selection of the member was made. Until such replacement is named, the alternate, if one has been named, shall serve in the place of the outgoing member.
- b) If a person representing city or county government is an elected official, that person's term on the council board shall expire upon replacement in the same manner as the original selection was made, or if the person's term of public office expires. The alternate, if one has been named, shall serve until a replacement is named; otherwise the position shall remain vacant until a new appointment is made.
- c) Any member or alternate may be removed by resolution of the governing board which that member represents. The grounds or propriety of any removal shall not be an issue before the council. Any removal shall be effective upon delivery of written notice thereof to any officer or employee of the council.
- d) For any council member who is absent and not represented by an alternate, without excuse, for four (4) consecutive meetings, the council may require the governing body which that member represents to select a replacement.

Section 3. Officers

- a) The officers of the council shall be a chairperson, one or more vice-chairperson(s), a treasurer and a secretary. These officers shall serve for a term of two years or until the successors are duly elected. These officers shall have the duties normally

required of such officers and as may be required herein or by resolution of the council. Each elected officer must be from a different county. The council shall employ an Executive Director, who shall serve as the secretary in a non-voting capacity. The Chairperson and Vice Chairperson shall have authority to sign loan and contract documents on behalf of the Council, after official Council action.

- b) If an officer is no longer a member, the position will be held vacant until the next regular or special meeting of the council board at which a quorum is present, and a new officer is elected to fill the unexpired term.
- c) In the case of absence or vacancy, the order of authority to conduct business at meetings is as follows: chairperson, vice chairperson(s), treasurer, secretary.

Section 4. Council Meetings

The council shall meet at least twice per year at a time and place set by the Executive Director. At least one meeting must be held during the first quarter of each year. In uneven-numbered years, this meeting will conduct an election of officers whose terms begin March 1. Special meetings of the council may be called by any officer or one-third of the council membership. Notice of meetings shall be given at least 24 hours before the meeting, in which the notice shall state the general purpose of the meeting. Meeting notices shall be communicated through e-mail, telephone, text message, or other modern electronic methods available.

Section 5. Quorum

A quorum of the council shall consist of no less than fifty percent (50%) of membership.

Section 6. Voting

Each member is entitled to one vote on all issues before the council membership. In the absence of a member, the alternate or proxy for that member shall have the members voting privileges. The Chairperson votes on all items and does not serve as a tie breaker. A tied motion is a failed motion. If a member has a direct and substantial personal or pecuniary interest in a matter before the board, that member must disclose the situation to the board and can only vote on the matter before the board if a majority of the remaining members of the governing board consent.

Section 7. Council duties

- a) To establish the goals, priorities and objectives of the council;
- b) To encourage and promote intergovernmental cooperation;
- c) To elect officers; and
- d) Perform other functions from time to time as may be required.

Section 8. Withdrawal

A governmental unit may withdraw at any time. Any withdrawal shall be effective upon delivery of written notice thereof to any officer or employee of the council.

ARTICLE V – EXECUTIVE BOARD

Section 1. A ten-person executive board of the council shall consist of one representative from each county in the region, one representative from the City of Minot and one representative from a special interest or minority group. Only those serving on the Board of Directors shall be eligible to hold office.

Section 2. Terms

Terms for the executive board members shall be two years. Individuals may be re-elected to the same position for additional terms.

Section 3. Board Meetings

Meetings of the executive board may be called by any officer of the council board. The Executive Board will meet monthly.

Section 4. Duties

- a) To set annual membership fees;
- b) To approve the council budget;
- c) Appoint and remove personnel as may be required;
- d) Establish personnel policies;
- e) Evaluate staff performance;
- f) Direct staff to accomplish goals and to perform other functions;
- g) Set the compensation of council employees;
- h) Receive and expend all funds as may be received;
- i) Name committees as may be required;
- j) Establish the rate at which expenses of council members and committees must be paid for expenses incurred in attending meetings, but the amounts may not exceed the amounts provided by law for state officers; and
- k) Perform other functions from time to time as may be required.

Section 5. Powers

The executive board shall retain and may exercise other powers, duties and responsibilities as may be assigned to it by the council, and to resolve issues not specifically addressed by these bylaws, providing that such resolutions are in agreement with the spirit of the same. The executive board may act with full authority of the full council board when immediate action is needed. The executive board may require a member governing body to appoint a new representative to replace the current representative at any time, for any reason.

Section 6. Quorum

A quorum shall consist of a simple majority of the Executive Board.

ARTICLE VI – COMMITTEES

Section 1. Special or standing committees may be appointed to assist and advise the council. Members of special or standing committees shall be appointed by the executive board or its chairperson, whose appointments must be approved by a majority vote of the executive board. The chairperson may make committee chair appointments from among the committee members. Membership on special or standing committees is not limited to members of the council board.

Section 2. A Souris Basin Loan Review Committee shall be in effect if there are loan funds available through SBPC. A minimum of seven committee appointments shall be made by the council chairperson and approved by the council. These appointments shall be made on a staggered basis for two-year terms. Interim vacancies shall be filled in the same manner as regular appointments. An SBPC staff person will serve as the secretary to the review committee in a non-voting capacity.

ARTICLE VII – REPORTS

Section 1. SBPC shall prepare an annual report within 120 days after the end of each fiscal year. To the extent possible, the report may feature projects completed or in progress and sources of funding. This report will be made public.

ARTICLE VIII – ASSESSMENTS

Section 1. The Council shall request each county to financially support the administration of the SBPC, its officers, boards, committees and employees, by paying a pro rata share of the council's budgeted expenses which is not covered by gifts and grants.

Section 2. Any cities located within a county that chooses not to participate may still participate as a member of the council, upon willingness to sign a Joint Powers Agreement and participate financially. These cities may select one representative for a combined population of up to 5,000 and one representative for a combined population in excess of 5,000.

Section 3. Service fees and other charges shall be assessed against local governments and other beneficiaries to defray expenses, upon approval by the Board of Directors.

ARTICLE IX – AMENDMENTS

Section 1. The constitution and bylaws may be amended at regular meetings of the council provided notice shall have been sent to each member of the council, which notice shall state the amendments or changes which are proposed to be made. Notice of said meeting and changes must be sent no later than ten days prior to the meeting.

Proposed amendments and changes shall be passed if two-thirds of the members at a meeting in which a quorum exists vote in the affirmative.

ARTICLE X – EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The council and its boards, officers, employees, and committees shall comply with equal opportunity laws as set forth in Executive Orders #11246 and #11375.

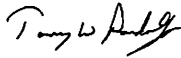
ARTICLE XI – DISSOLUTION

Section 1. Upon dissolution of SBPC, all properties shall be converted to cash or evaluated as to worth and divided among participating units of government in proportion to the amounts of their financial participation.

The Constitution and Bylaws were reviewed and adopted by resolution of the Council Board of the Souris Basin Planning Council.

February 12, 2020

Date



Chairperson

Amended:

8/14/75, 5/13/76, 1/18/79, 5/10/79, 8/10/87, 11/5/87, 5/10/89, 8/14/91, 5/13/92, 2/11/98, 2/14/01, 11/13/02, 2/12/03, 2/11/04, 10/8/14, 2/12/2020

FIRST DISTRICT HEALTH UNIT

BOARD OF HEALTH BY-LAWS

Article I

The name of this organization shall be First District Health Unit Board of Health organized as mandated by the North Dakota Century Code Chapter 23-35-03.

Article II

The purpose of the First District Health Unit Board of Health is to act as the policymaking body that enables the Health Unit to provide a variety of services and programs that maintain and/or improve the health status of the general population and their environment.

Article III

Section 1. Duties and Responsibilities

The Board of Health shall exercise the powers of the First District Health Unit, control its property and conduct its affairs. It shall be the sole policy making authority of the District Health Unit. It shall be the duty of the Board of Health to:

23-35-08.

1. Shall keep records and make reports required by the Department of Health.
2. Shall prepare and submit a public health unit budget.
3. Shall audit, allow, and certify for payment expenses incurred to aid in the work of the board of health.
4. May accept and receive any contribution offered to aid in the work of the Board of Health.
5. May make rules regarding any nuisance, source of filth, and any cause of sickness, which are necessary for public health and safety.
6. May establish by rule a schedule of reasonable fees that may be charged for services rendered. Services may not be withheld due to an inability to pay any fees established under this subsection.
7. May make rules in a health district or county public health department, as the case may be, for the protection of public health and safety.
8. May adopt quarantine and sanitary measures in compliance with chapter (new law being written). Which are necessary when an infectious or contagious disease exists.
9. May make and enforce an order in a local matter if an emergency exists.
10. May inquire into any nuisance, source of filth, or cause of sickness.

11. Except in the case of an emergency, may conduct a search or seize material located on private property to ascertain the condition of the property as the condition relates to public health and safety as authorized by an administrative search warrant issued under chapter 29-29.1.
12. May abate or remove any nuisance, source of filth, or cause of sickness when necessary to protect the public health and safety.
13. May supervise any matter relating to preservation of life and health of individuals, including the supervision of any water supply and sewage system.
14. May isolate, kill, or remove any animal affected with a contagious or infectious disease if the animal poses a material risk to human health and safety.
15. Shall appoint a local health officer.
16. May employ any person necessary to effectuate board rules and this chapter.
17. If the health unit is served by a part-time local health officer, the board of health may appoint an executive director. An executive director is subject to removal for cause by the board of health. The board of health may assign to the executive director the duties of the local health officer, and the executive director shall perform these duties under the direction of the local health officer.
18. May contract with any person to provide the services necessary to carry out the purposes of the board of health.
19. Shall designate the location of a local health officer's office and shall furnish the office with necessary equipment.
20. May provide for personnel the board of health considers necessary.
21. Shall set the salary of the local health officer, the executive director, and any assistant local health officer and shall set the compensation of any other public health unit personnel.
22. Shall pay for necessary travel of the local health officer, the local health officer's assistants, and other personnel in the manner and to the extent determined by the board.

Section 2. Appointments, Terms and Qualifications

A. Any person twenty-one years of age or older who resides in the First District Health Unit area may serve as a Board member.

23-35-03. B. Nominations for appointments to the Board will be made by the County Commissioners from the county in which the term of a Board member is expiring.

23-35-03 C. The board of health must have at least one representative on the board; each county of over fifteen thousand population must have an additional representative for each fifteen thousand population or major fraction of that number.

23-35-03 D. Members must be appointed for staggered terms. All appointments are for five-year terms. Each board member shall serve until a successor is appointed and qualified. If a vacancy occurs, the appointing government authority shall appoint a member for the remainder of the unexpired term. A board of health may not be all male or all female. 23-35-03 E. Members of the Board may be compensated at the rate not to exceed sixty-two dollars and fifty cents per day and not to exceed twenty-five days in anyone year.

23-35-03 F. Each appointee shall qualify by filing the constitutional oath of office with the county auditor of the largest county in the District.

Section 3. Liability

The members of the Board of Health will not be personally liable for the debts, liabilities or other obligations of the First District Health Unit. The Board of Health shall indemnify any Board member or employee of the First District Health Unit against expenses actually and necessarily incurred in connection with the defense of any action, suit, or proceeding in which he/she is made a party by reason of being or having been such Board member or employee, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of a duty. Such indemnification shall not be exclusive of any other rights to which such Board member or employee may be entitled under any law, agreement, Board action or otherwise.

Article IV Officers

Section 1. Board Officers

23-35-03 The officers of the Board shall be a President, a Vice President, and a Treasurer or a combination Secretary-Treasurer.

The District Health Officer must be, ex officio, the Secretary of the Board of Health.

Section 2. Election of Officers

Any member of the First District Board of Health is qualified to be an officer of the Board. Officers shall be elected annually by the Board at the last regular meeting of the fiscal year and will formally assume office at the first regular meeting of the succeeding fiscal year.

Each such officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first. The term of all officers shall be one (1) year, and no elected Board member shall serve more than three (3) consecutive terms in the same capacity as an officer of the Board.

Section 3. The Board of Health may appoint such other officers as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board.

Section 4. Removal and Resignation of Officers

Any officer may be removed for cause by a majority of the members at any regular or special meeting of the Board and such officer shall be removed should he or she cease to be qualified for the office as herein required. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Board. Any such resignation shall take effect on the date of the receipt of such notice or at any later date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 5. Filling Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board for the unexpired portion of the term. In the event of a vacancy in any office other than the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring among the officers appointed at the discretion of the Board may be filled, as the Board shall determine.

Section 6. Absences

After two (2) consecutive absences by any Board member, the Board of County Commissioners represented by that member will be given written notice of that member's absences.

Section 7. Executive Secretary

The Health Unit Executive Officer shall serve as Executive Secretary to the Board of Health with no voting privileges.

Section 8. Duties of the President

The President shall be the chief officer of the Board. It shall be his or her duty:

A. To perform all such duties as are incident to his or her office and such other duties as may be requested by law, by these by-laws, or which may be prescribed from time to time by the Board.

B. To preside at all meetings of the District Board of Health.

C. To make and execute contracts in the ordinary course of business of the Board, to execute other legal instruments when authorized by the Board except as otherwise expressly provided by law or by these by-laws.

D. To audit claims against and disbursement from the District Health fund.

E. To appoint all committee and committee chairpersons subject to approval of the Board.

F. To serve as an ex officio member of all standing and ADHOC Committee, except the Nominating Committee.

G. To have such other powers and perform such other duties as may be assigned to him or her from time to time by the Board of Health.

Section 9. Duties of the Vice-President

In the absence of the President or in the event of his or her inability or refusal to act, or if the office be vacant, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers, and be subject to all the restriction of the President. The Vice-President shall have such powers and perform such duties as prescribed by law, by these By-Laws, or as may be assigned to him or her from time to time by the Board of Health.

Section 10. Duties of the Secretary

The Secretary shall:

A. Keep at the office of the District Health Unit the original of these By-Laws and those amended or otherwise altered to date.

23-35-07 B. Audit claims against and disbursement from the District Health fund.

C. Exhibit at any reasonable time, to any member of the Board or member of the general public, on request therefore, the By-Laws, the membership book, the minutes of proceedings, and other such data and records of the Board of Health which the requestor has the right, by law or regulation, to access.

D. In general, perform all duties incident to the office of the Secretary and such other duties as may be required by law, by these by-laws, or which may be assigned to him or her from time to time by the Board of Health.

Section 11. Duties of the Treasurer The Treasurer shall:

A. Exhibit at any reasonable time to any member of the Board or member of the general public, on request therefore, the books of account and financial records which the requestor has right, by law or regulation, to access.

B. Serve as chairperson of the Finance Committee if such committee is formed.

23-14-10 C. Be bonded in an amount to be fixed by the Board.

D. In general, perform all duties incident to the office of the Treasurer and such other duties as may be required by law, by these by-laws, or which may be assigned to him or her from time to time by the Board of Health.

Section 12. Duties of Executive Secretary

The Executive Secretary shall:

A. Keep or cause to be kept at the First District Health Unit office or at such other place as the Board may direct, a book of all meetings of the Board, recording therein the time and place of holding, whether regular or special, and if special, how authorized, notice thereof given, names of those present at the meetings, and the proceedings thereof.

B. Keep or cause to be kept at the First District Health Unit office a membership book containing the name and address of each member, and, in any case where membership has been terminated, he or she shall record such fact in the book together with the reason for termination and the date on which membership ceased.

C. See that all notices are duly given in accordance with the provisions of these By- Laws or as required by law.

D. Keep or cause to be kept and maintained adequate and correct accounts of the District Health Unit's properties and business transactions, including its assets, liabilities, receipts, disbursements, surpluses and deficits.

E. Render to the President and Board members, whenever he or she or they request it, an account of any or all of the transactions of the Board and the financial condition of the First District Health Unit.

F. Prepare or cause to be prepared an annual audit and certification of the financial statements to be included in the annual report to the Board of Health. He or she shall present a report of the financial status of the First District Health Unit at each regular quarterly meeting of the Board.

Article V

Section 1. Meetings

23-35-03A. Quarterly meetings shall be held at a time and place to be determined by the Board.

Members shall be given written notice at least ten (10) working days prior to the meeting. Written notice of the time and place of all meetings shall be addressed to members at the addresses shown on the records of the Secretary.

B. Special Meetings

Special meetings of the Board shall be held whenever called by the President or by five (5) or more members of the Board. Members shall be notified of such special meeting by mail or in person at least forty-eight (48) hours prior to the time of holding such meetings, and said notice shall specify the nature of any and all business to be conducted at such meeting.

C. Public Notices

All business meetings of the Board, whether regular or special, shall be open to the public. Notice shall be given by publishing the time, place, and nature of the business to be conducted at the meeting. Notice of regular meetings shall be published at least ten (10) days prior to such meeting, and notice of special meetings shall be published at least forty-eight (48) hours prior to such meetings.

Section 2. Quorum

The majority of members of the Board shall constitute a quorum for the transaction of business. Whenever this section conflicts with state or federal statutes or regulations, the provisions of said statutes or regulations shall supersede this section. Except as otherwise expressly provided in these By-Laws or By-Law, no business shall be considered by the Board at any /

meeting at which a quorum, as herein defined, is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn.

Section 3. Presiding Officer

Meetings of the Board shall be presided over by the President of the Board, or in his or her absence, by the Vice-President, or in his or her absence, by a chairperson chosen by the President or by a majority of the members present.

Section 4. Voting

Each member shall have one (1) vote. There shall be no voting by proxy. Each act or decision done or made by a majority of the members present and voting at a meeting duly held at which a quorum is present is the act of the Board of Health, unless the law requires a greater number.

Substantive issues shall be by roll-call vote.

The Board of County Commissioners may authorize an alternate to attend Board meetings in the absence of the regular member; such alternate will have all privileges of the regular member for said meeting.

Article VI

Section 1. Standing Committees

The standing committees of this Board of Health and their duties are:

A. Executive Committee

The Executive Committee shall consist of the officers of the Board and one member at large appointed by the President. The President shall serve as committee chairperson and as a voting member. Meetings of the committee shall be on call of the Board of Health. The committee shall carry out such business as may be delegated by the Board. The committee may act for the Board in the interim between regular Board meetings, where time limitations prevent action by the full Board, and when such action is not inconsistent with established Board policy. The Executive Committee may make regular and continuing review of matters of Board business in order to make recommendations to the full Board of the same, and to provide such information in advance of the preparation of the agenda for the succeeding Board meeting. Minutes of the Executive Committee meeting shall be kept and a copy delivered to each Board member in attendance at the next regular Board of Health meeting following the Executive Committee meeting and all action taken by the Executive Committee shall be specifically reported at such regular meeting. A quorum of the Executive Committee shall consist of a majority of the Executive Committee members.

B. Finance Committee

A finance Committee shall be appointed which shall have responsibility to oversee the financial management of the Board. The committee shall periodically review and revise the financial procedures section of the Administration Procedures Manual. The committee shall consist of the

Treasurer and two members appointed by the President. The Treasurer shall be the chairperson for the committee.

23-35-07 The finance committee shall prepare a budget for the next fiscal year at the time at which and in the manner in which a county budget is adopted and shall submit this budget to the Board of Health for approval. The amount budgeted and approved must be prorated in health districts composed of more than one county among the various counties in the health district according to the taxable valuation of the respective counties in the health district. For the purpose of this section, "prorated" means that each member county's contribution must be based on an equalized mill levy throughout the district. The budget may not exceed the amount that can be raise by a levy of five mills on the taxable valuation.

C. Nominating Committee

A Nominating Committee, composed of three (3) members, shall be appointed by the President subject to approval by the Board of Health. The President shall not be a member of the committee. It shall be the duty of the Nominating Committee to nominate persons for the various positions when vacancies occur and for the annual election held during the last regular meeting of the fiscal year.

Section 2. Study and ADHOC Committees

The Board may authorize the creation, prescribe the term, and define the powers and duties of such Study and ADHOC Committees, not specifically created by these operating instructions, as may from time to time, be necessary or useful in the conduct of Board business.

Section 3. Committee Definition

When establishing a new committee under Section 2 above, the Board shall specify for each committee, each of the following criteria:

A. Purpose

B. Charge

C. Objectives

D. Work Projects

E. Relationship

F. Staffing

G. Term

H. Number of Members

Section 4. Ex Officio Committee Members

The President, except in the case of the nominating and executive committees, the District Health Officer, and the Executive Officer shall be Ex Officio Members without the right to vote, of all committees established pursuant to this article. Except as otherwise provided in this section no compensated staff of the First District Health Unit shall serve as a member of any committee.

Section 5. Powers and Duties The committees created by this article shall have such powers and duties as are specifically provided in these operating instructions and such as may be given to them from time to time by the Board of Health. Except in the case of the Executive Committee reporting certain delegated actions, reports of the committees shall be advisory only and shall not be binding on the Board until ratified by the Board.

Section 6. Vacancies

Vacancies on any committee may be filled for the unexpired portion of the term in the manner as provided in the case of original appointments.

Section 7. Quorum

A majority of the members of a committee shall constitute a quorum and the act of a majority of the members present and voting shall be an act of the committee.

Section 8. Rules of Procedure

Each committee may adopt rules for its own governance and procedures not inconsistent with law, these by-laws, or rules adopted by the Board.

Article VII

Section 1. Nomination by Nominators Not less than sixty (60) days prior to the last regular meeting of the fiscal year the Nominating Committee shall solicit and accept from all Board members the names of persons for nomination for Board officers.

Section 2. Nominating Committee Report

Not less than thirty (30) days prior to the last regular meeting of the fiscal year the Nominating Committee shall cause a report to be filed at the First District Health Unit office containing the names of persons nominated by the committee to serve as officers in each office of the Board.

Section 3. Elections

All persons nominated in the Nominating Committee report pursuant to Section 2 of this article shall be deemed nominated at the last regular meeting of the calendar year. Nominees receiving the highest number of votes by office are elected.

Article VIII

District Health Officer

Section 1. Employment

23-35-12 The District Health Officer shall be appointed by the District Board of Health for a term of five years. He or she may be appointed on a full-time or part-time basis subject to removal for cause by the Board. He or she must be a physician currently licensed to practice medicine in the State of North Dakota and he or she need not be, when appointed, a resident of the District.

Section 2. Duties and Functions

23-35-12 Within the jurisdiction of the board of health, a local health officer:

- a. Shall keep a record of the official acts of the local health officer.
- b. Shall enforce every law and rule relating to preservation of life and health of individuals.
- c. May exercise the powers and duties of the board of health under the supervision of the board of health.
- d. May make sanitary inspections of any place within the jurisdiction in which the local health officer finds a probability a health-threatening condition exists.
- e. May investigate public water and ice supplies suspected of contamination and initiate necessary condemnation proceedings.
- f. May enforce school cleanliness; inspect any school that may be overcrowded, poorly ventilated, or unsanitary; and, when necessary, report cases of any unsanitary or unsafe school building to the board of health for investigation.
- g. May take any action necessary for the protection of public health and safety.
- h. May determine when quarantine and disinfection is necessary for the safety of the public. The local health officer may establish quarantines consistent with procedures provided under chapter 23-07.6 and perform any acts required for disinfection when necessary.
- i. Shall maintain an office within the jurisdiction of the public health unit consistent with any terms of appointment.
- j. May select and discharge any assistant health officer in the public health unit, consistent with any terms of appointment.
- k.

Executive Officer

Section 1. Employment

The Executive Officer shall be selected and employed by the District Board of Health utilizing the classification specifications and terms of employment prescribed by the District Health Unit Personnel Policies.

Section 2. Duties and Functions

The Executive Officer shall carry out the purpose of the First District Board of Health within the framework of the North Dakota Century Code, these By-Laws, the established policies and procedures of the Board of Health, and the general and specific assignments given to him or her by the District Board of Health. He or she shall report to the Board and the Executive Committee for regular and continuing review of District activities. The functions of the Executive Officer shall include, but not be limited to:

- A. Performance of duties of Executive Secretary of the District Board of Health.
- B. Coordinate and carry out the Public Health activities according to the District's approved work program.
- C. Attendance at meetings of the District Health Board and Standing Committees.
- D. Represent the Board in dealing with the public and with other agencies
- E. To make and execute contracts in the ordinary course of business of the Board, to execute other legal instruments when authorized by the Board except as otherwise expressly provided by law or by these by-laws.
- F. Such other duties and responsibilities, as may from time to time be delegated to him or her by the President of the Board.

Article X

Conflicts of Interest

No member of the Board shall vote on a question in which he or she has an interest other than as a member except the election of President or other officer and no committee member shall vote on a question in which he or she has an interest otherwise than as a member; he or she will not be counted in determining the quorum for the vote in question. The names of those voting each way shall be entered on the record of the proceedings.

Article XI

General Provisions Section 1. Fiscal Year

The fiscal year of the First District Board of Health shall be based upon the calendar year.
Section 2. Parliamentary Procedure Parliamentary procedure for all meetings of members and committees shall be in accordance with Robert's Rules of Order, as most recently revised.

Article XII

Amendment of the Operating Instructions

These operating instructions may be revised or amended by a two-thirds vote of all members provided that each member receives written notice of the proposed changes no less than thirty (30) days prior to the voting.

DVCC Mission: Empower. Innovate. Educate.

Vision:

1. To end interpersonal violence in the communities served by DVCC;
2. Continue extensive, innovative efforts to achieve success with and for the safety of all victims served;
3. Dedicated team of staff, board(s), and volunteers committed to helping each other and holding one another responsible for providing the highest standards of service;
4. Provide community education to end the social acceptance of interpersonal violence in our society.

Board of Director Responsibilities are:

1. Attend Board Meetings: The DVCC Board of Directors meets six (6) times per year at the DVCC Office located at 3900 11 Ave SE. If you are unable to attend the meeting, contact the office prior to the meeting to receive an excused absence.
2. Serve on one standing committee. DVCC Board of Director committees are:
 - Nominations/Personnel
 - Public Awareness & FundraisingMeetings may vary from committee to committee. Appointments may be made by the Board President,
3. Board members will be involved in donor raising activities.
4. Board members will assist in new Board member recruitment by recommending potential Board members on needs/skills base.

Responsibilities and Role of DVCC Board Members

- Each Board Member is bound by Confidentiality in accordance with North Dakota State Law 14-07. 1-18 (see attachment)
- Each Board Member has a single vote on any issue that comes before the board.
 - A quorum of one-third of the Board members is needed to conduct business.
 - Vote on all matters before the Board unless a conflict of interest exists.
- Board is responsible for the financial stability of the program.
 - Approve the Annual Budget
 - Approve or disapprove Director and staff wage increases
 - Assist with Fundraising Activities
 - Yearly Audit Report is given orally and written to the Board.
 - Monthly financial statements are provided to the Board.
- Board is responsible for the Mission and Policies of the program
 - To promote the functioning of the program.
 - To develop with the Executive Director the strategic plan for the program.
- Board Members are responsible for attending ~~monthly~~ board meetings.
 - Come to the meeting prepared and ready to discuss and question all issues.
 - Board meets six times per year.
 - Additional meetings of the full Board may be called notice to members. Board currently meets at the Domestic Violence Crisis Center 3900 11th Ave SE.
 - If unable to attend - to receive an excused absence - it is asked that you call or email the office prior to the meeting.
 - After two unexcused absences by a Board Member, the member will be contacted as to intent of their board position.
- Board Members will make an annual personal financial contribution to DVCC. The Board Member will personally donate an amount that they consider generous, keeping one's existing obligations in mind.
- Board Members will serve on one Standing Committee.
 - Appointments are made at the pleasure of the Board President.
 - Current Standing Committees
 - Public Awareness & Fundraising Committee
 - Nomination/Personnel Committee
 - Meetings of the Standing Committees shall be determined by the members.

- Board is responsible for hiring and terminating the Executive Director.
 - Board (Nomination/Personnel Committee) is responsible for the yearly evaluation of the Executive Director.
- Board is responsible for electing the members of the Executive Committee at the October Board Meeting. Officers are elected for a one year term.
 - Executive Committee Consists of
 - President
 - Vice President
 - Secretary
 - Treasurer
 - Two (2) Members at Large
 - Foundation Representative (appointed by the Board President) is also a member of the Executive Committee.
 - Executive Committee meets once a month. Executive Committee shall be responsible for the operation of the program between meetings of the full Board.
- Any concerns or complaints you may have or that may be directed to you as Board Member regarding financial, personnel or program matters need to be brought to the attention of the Executive Director or Board President.
 - DVCC has a grievance procedure outlined in the Personnel Policy Manual.
- Board is responsible for recruitment of new Board Members.
- You cannot act independently
 - Giving endorsements of candidates for public office or endorsing any political parties.
 - Financially committing the program assets, etc.

By Laws

Domestic Violence Crisis Center, Inc.

Article I. Name and Purpose

The name of the organization shall be the Domestic Violence Crisis Center Incorporated, referred to hereafter as the Corporation.

The purpose of the Corporation shall be to organize and coordinate programs and provide shelter for families experiencing domestic violence, and for the victims of sexual assault in the city of Minot and surrounding area as described in the Articles of Incorporation.

Article II. Board of Directors

The Board of Directors shall number a minimum of eleven (11) members and maximum of seventeen (17), inclusive of two (2) positions to be reserved for one member representing the Minot Police Department, and one member representing Minot Air Force Base. Each board member shall have a single vote on any issue before the board.

Board members shall be elected for a three (3) year term at the annual meeting in October, or be appointed the following April. In the event of a vacancy, a replacement member shall be appointed by the board to serve out the remainder of the three (3) year term. A member of the board may serve a maximum of six (6) consecutive years, exclusive of appointment to fill a vacancy, and shall not be eligible for re-election to the board for a period of three (3) years following expiration of last term.

If a board member is unable to attend a board meeting, they must contact the office to receive an excused absence. After two consecutive unexcused absences by an individual board member, the member will be contacted as to intent of board position, and a replacement may be appointed by the board to serve out the remainder of the three (3) year term.

The President of the Board shall have the authority to appoint standing and ad hoc committees as necessary. A member of the board shall serve on each committee, including one appointed board member to serve on the Foundation Board as a non-voting member. The ad hoc committees may include individuals who are not currently board members.

The Board of Directors is responsible upon majority vote, of the hiring and terminating of the Director of the Corporation. The board will upon majority vote, approve or disapprove Director and staff wage increases.

Article III. Officers, Executive Committee and Board of Directors

At an executive session immediately following the Corporation Annual Meeting, the board shall elect a president, vice president, secretary and treasurer from among their number. These officers shall serve until the next annual meeting.

The President shall preside at all Board of Directors meetings, Executive Committee meetings, and at the Corporation Annual Meeting.

The Vice President shall carry out the duties of the President in his or her absence, or at the wishes of the President.

The Secretary shall keep minutes of meetings, and also be responsible for notifying members of the time and place of the next meeting.

The Treasurer shall be a member of the Public Awareness & Fundraising Committee, and is a counter signature on checking account. The Treasurer also designates a staff member to prepare monthly income and expense statements, and arranges for a yearly audit of the Corporation's books.

In the event of a vacancy in an office, a replacement shall be elected from the board to serve out the remainder of the unexpired term.

The Executive Committee shall consist of the elected officers, a Foundation representative, and two (2) Board of Director members. The Executive Committee shall be responsible for the operation of the Corporation between meetings of the full Board of Directors.

Article IV. Meetings

The Annual Meeting of the Corporation shall be held during the month of October. Written or printed public notice shall be given not less than ten (10) days, and not more than fifty (50) days before the date of the meeting, in person or by mail.

Meetings of the full Board of Directors shall be held six (6) times per year, within the city of Minot, at a time and place to be determined by the Executive Committee. Additional meetings of the full Board may be called by the Executive Committee upon three (3) days advance notice to members.

Meetings of the Executive Committee shall be held monthly, within the city of Minot, at a time and place to be determined by the members.

Meetings of the Standing Committees shall be determined by the members.

Article V. Quorum

The quorum necessary to conduct business at the Annual Meeting shall consist of the Board of Directors, Officers, Executive Committee members and representatives present.

The quorum necessary to conduct a Board meeting shall consist of one-third of the members of the Board of Directors.

Article VI. Amendments

These bylaws may be amended at any meeting of the full Board of Directors by a two-thirds vote of the members present, provided that the proposed amendment has been submitted to the full membership of the Board at least ten (10) days prior to the Board meeting.

Article VII. Rules

Procedures not otherwise covered by these by laws, or in rules subsequently adopted by the Corporation shall be in accordance with, *Roberts Rules of Order*, revised edition.

Proposed: 9/12/17 Revised: 11/09/17

APPENDIX C

14-07.1-18. Domestic violence or sexual assault program records - Confidentiality - Exceptions - Penalty.

- 1. All agents, employees, and volunteers participating in a domestic violence or sexual assault program shall maintain the confidentiality of the:**
 - a. Address, telephone number, and other identifying information of a shelter, safe home, and place of emergency safe housing;**
 - b. Name, address, telephone number, personally identifying information, and case file or history of any client receiving services from a domestic violence or sexual assault program; and**
 - c. Name, address, telephone number, and other identifying information of an agent, employee, or volunteer providing services under a domestic violence or sexual assault program.**
- 2. The information described in subsection 1 is not subject to section 44-04-18 and may not be disclosed unless:**
 - a. A client consents to the release of information that relates only to that client or the client's dependents;**
 - b. The agent, employee, or volunteer operating a domestic violence or sexual assault program determines the disclosure of the information necessary for the efficient and safe operation of a domestic violence or sexual assault program; or for the protection of the safety of an employee, agent, volunteer, or client of a domestic violence or sexual assault program; or for the protection of a third party reasonably thought to be in need of protection;**
 - c. A court of competent jurisdiction orders the disclosure after an in-camera review and a written finding by the court that the information directly and specifically relates to a determination of child abuse and neglect under chapter 50-25.1 or termination of parental rights under sections 14-15-19, 27-20-44, 27-20-45, 27-20-46, 27-20-47, and 27-20-48; or**
 - d. An agent, employee, or volunteer working with a domestic violence or sexual assault program has knowledge or reasonable cause to suspect a child has been abused or neglected as defined by section 50-25.1-02.**
- 3. Any person who violates this section is guilty of an infraction.**

Updated 9/12/17 Revised 11/9/17



March 17, 2023

MARISA HAMAN, AUDITOR
WARD COUNTY
PO BOX 5005
MINOT ND 58702

Votes = 189970

RE: NOTICE OF ANNUAL MEETING

Dear NDIRF Member Representative:

As a representative of a member of the North Dakota Insurance Reserve Fund, you are cordially invited to attend its annual meeting. The meeting is scheduled for **Wednesday, May 10, 2023, beginning at 9:30 a.m. CDT, at the North Dakota Heritage Center, 612 East Boulevard Avenue, Bismarck, ND.**

The purpose of the 2023 Annual Meeting is to review 2022 business, discuss current and future business and elect representatives in the **"Others" and "Schools" categories** to the NDIRF Board of Directors. A copy of the minutes of the 2022 Annual Meeting is enclosed.

The number of votes to which your entity is entitled is indicated at the top of this page. You may cast votes regarding NDIRF business and/or election of directors at the Annual Meeting or by signing and returning the enclosed proxy. **If your entity is represented by a NDIRF Board Member whose term expires as of the end of the 2023 annual meeting, your proxy includes directions regarding the NDIRF Board Member election.**

If you will not be able to attend the 2023 NDIRF Annual Meeting, please sign and return your proxy. For your proxy to be effective, it must be received by the NDIRF no later than May 9, 2023.

The NDIRF will serve pastries, coffee, and other beverages for those attending the meeting. To assist in the planning of the meeting, complete and return the enclosed RSVP by May 9.

The NDIRF Board of Directors looks forward to meeting with you on May 10, 2023.

Sincerely,

Scott Ouradnik
Chairperson, NDIRF Board of Directors

For North Dakota. For Local Government. For You.

PO Box 2258 • Bismarck, ND 58502 • ND WATS: 1-800-421-1988 • Local: 224-1988 • Fax: 1-701-224-0609 • www.ndirf.com

**NORTH DAKOTA INSURANCE RESERVE FUND
PROXY FOR ANNUAL MEETING**

COUNTIES

This proxy is solicited on behalf of the Board of Directors of the North Dakota Insurance Reserve Fund.

The undersigned hereby appoints the Chairperson of the NDIRF Board of Directors, as its proxy holder, to attend and vote for the undersigned at the Annual Meeting of members of the NDIRF to be held on May 10, 2023, and any adjournments thereof, to cast the votes of the undersigned on such business as may properly come before the meeting in conformance with the directions of the majority of the Board of Directors of the NDIRF. The number of votes you are entitled to is based on your annual NDIRF manual contribution.

RETURN NO LATER THAN MAY 9, 2023

The undersigned acknowledges that he or she is an officer, manager, or agent for the below-entitled organization and is authorized to cast this proxy on its behalf. The undersigned further acknowledges receipt of the Notice of Annual Meeting of Members to be held on the 10th day of May 2023 at 9:30 a.m., at the ND Heritage Center in Bismarck, North Dakota.

By: _____
Signature of Authorized Representative

MARISA HAMAN, AUDITOR
WARD COUNTY
PO BOX 5005
MINOT ND 58702

Votes = 189970

NDIRF BOARD NOMINEE PROFILE 2023

“OTHERS” CATEGORY

BURDELL JOHNSON – Mr. Johnson has earned a B.S. degree in education from Valley City State University and an MBA from the University of Mary. Burdell farms and ranches near Tuttle, ND, heads an ag-related insurance agency and is Managing General Agent for two small insurance companies. He has served on the board of Atwood Township, in Kidder County, for 21 years, all as chairman.

“SCHOOLS” CATEGORY

SONYA LARSON – Ms. Larson holds a degree from the North Dakota School of Banking and certification from the North Dakota Business Manager Certification Program. Larson serves as the Kidder County School District Business Manager and her husband Jerrud owns a beekeeping business. She has served as the District's business manager for 10 years.

**ANNUAL MEETING OF MEMBERS
NORTH DAKOTA INSURANCE RESERVE FUND
MAY 19, 2022
NORTH DAKOTA HERITAGE CENTER, BISMARCK, ND**

NDIRF Board Chairperson Darcie Huwe called the meeting of members of the North Dakota Insurance Reserve Fund to order at 9:30 a.m. at the North Dakota Heritage Center, Bismarck, ND. Chairperson Huwe welcomed everyone to the meeting and stated that, with the members in attendance and written proxies received, a quorum had been established.

The minutes from the 2021 annual meeting were reviewed. A motion was made and seconded to approve the minutes as presented. (Chris West/Sonya Larson, passed unanimously by voice vote.)

Chairperson Huwe stated that NDIRF began its operations in 1986 and has been in business for 36 years. Chairperson Huwe reported that there are currently 2,577 members in the Fund, which makes up roughly 95% of political subdivisions in North Dakota. Members rarely leave as they have indicated high satisfaction with the NDIRF's coverages and services. The NDIRF strives to make training easy and as inexpensive as possible to its members in an effort to help them reduce claims and support further operational efficiencies and effectiveness. Some of the training provided are defensive driving classes, web-based human resource tools, playground safety classes, firefighter emergency vehicle training, and law enforcement training. Funding has also been provided to assist with manuals and newsletters for the ND Municipal Laws Handbook and the ND Township Officers Manual. The NDIRF has continued partnerships with the ND Association of Counties, ND League of Cities, ND School Boards Association, and ND Parks and Recreation Association, among others.

Chairperson Huwe continued that the insurance market tends to be cyclical with prices and availability changing year to year. The NDIRF remains stable and financially sound and the NDIRF Board has, once again, declared a conferment of benefits. With the 2021 conferment of \$5.3 million, the NDIRF has returned over \$75 million to its members since the inception of the conferment of benefits program.

NDIRF board members were then asked to introduce themselves and what class of members they represent. Former NDIRF board members Blake Crosby and Terry Traynor were introduced and thanked, along with all NDIRF board members, for their service and time on the NDIRF Board of Directors. Chairperson Huwe then recognized and thanked the NDIRF staff for their continued strong efforts stating that they are adaptive, progressive, innovative, and committed to expanding NDIRF's services to Fund members.

CEO Brennan Quintus was then introduced and welcomed everyone to the meeting. CEO Quintus stated that 2021 demonstrated the achievement of the NDIRF's mission of being *the* source of member services for Fund members with its continued support of member training in many areas and the return one of the largest conferment of benefits of \$5.3 million. CEO Quintus reported that, as of December 31, 2021, NDIRF had 2,577 members and the premium distribution was as follows: cities 34%, counties 31%, others 20%, and schools 15%. CEO Quintus outlined many of the training and funding opportunities available to members such as partnering with ND Local Technical Assistance Program (NDLTAP) to provide equipment operation, road maintenance, and road signage courses; offered reimbursements for law enforcement officers to receive hands-on control and defensive tactics training; provided funding to the HR Collaborative to provide local governments with human resource management tools, resources, and training; and continued to provide members with an online training platform that

offers thousands of professional development and training courses through LocalGov U. CEO Quintus also spoke on member advocacy in which the NDIRF provides insight to lawmakers on how proposed legislation may affect the property or liability exposure of local governments.

An update on the administration of the ND Fire & Tornado Fund was then given. The NDIRF began administering the F&T Fund in June 2019 and, since then, has increased the total insured value by over \$3 billion with 120 property surveys completed in 2021, for a total of 1,351 total buildings surveyed. During the July 1, 2021, renewal, additional coverage options were introduced such as wind/hail per building deductible removal, an increased sewer backup limit, and additional per building debris removal limits. The introduction of the Communicator, which is a quarterly electronic newsletter, was introduced in October 2021 to increase communication with Fund members. In 2022, an additional coverage option of adding blanket coverage to property will be offered.

CFO Nora Frueh was introduced. CFO Frueh reported on the financial affairs for 2021. Written premium was approximately \$18 million, an increase of 2.8% and was mainly due to auto and equipment values increasing, and the adoption of coverage enhancements. Losses were approximately \$8.4 million that resulted in a 48% loss ratio. CFO Frueh stated that net earnings were approximately \$4.3 million, and members' equity was \$25.3 million. CFO Frueh indicated that the Fund's investment portfolio distribution was made up of 74% in fixed income, 15% in equities, 8% in cash, and 3% in real estate with the portfolio earning a 2% return, for a total gain of \$1.15 million.

Mr. Blake Ellefson from Eide Bailly, LLP was then introduced. Mr. Ellefson explained how the audit process works and what the responsibilities are of the auditing firm and those of NDIRF management. Mr. Ellefson then referred members to the 2021 NDIRF Annual Report and provided a summary of the 2021 NDIRF financial audit that included a review of the balance sheet and statement of activities for 2021. Mr. Ellefson stated that it was the opinion of Eide Bailly that the financial statements presented fairly, according to general accounting principles. Mr. Ellefson announced a new item to the audit referred to as "Going Concern" that establishes the US GAAP requirements for management to evaluate a company's ability to continue as a going concern and to provide disclosures in its interim and annual financial statements when there is substantial doubt about an entity's ability to continue. Mr. Ellefson stated there is no concern for NDIRF regarding this requirement. Mr. Ellefson went on to say that Eide Bailly employs an actuary who works with AON (the NDIRF's contracted actuary) to conduct a review of reserves and test year-end account balances. Mr. Ellefson reported that there were no significant difficulties encountered during the audit, there were no uncorrected and corrected misstatements, and there were no disagreements with management.

The meeting was recessed at 10:02 a.m. so the "Cities" and "Counties" could caucus for election of members. When the meeting reconvened at 10:07 a.m., CEO Quintus reported that, with the proxies received as of May 18, 2022, the results were accepted and will stand showing Darcie Huwe elected to represent the "Cities" category and Chad Peterson elected to represent the "Counties" category.

Meeting attendees were given an opportunity to ask questions.

There being no further business to come before the 2021 NDIRF Annual Meeting of Members, the meeting was adjourned at 10:10 a.m.

Respectfully submitted,

Nancy Reis, Recording Secretary

RSVP

NORTH DAKOTA INSURANCE RESERVE FUND
ANNUAL MEETING

WEDNESDAY, MAY 10, 2023

NORTH DAKOTA HERITAGE CENTER
612 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA

9:00 A.M. – 9:30 A.M.: Registration

9:30 A.M. – 10:30 A.M.: Annual NDIRF Business Meeting

NDIRF Member Entity: _____

Name(s) of those attending meeting:

Signed: _____

Please return this form in the envelope provided or fax it to the NDIRF office at (701) 224-0609 or e-mail it to Nancy.Reis@ndirf.com **no later than May 9, 2023**. If you have any questions, you may call Nancy at (701) 751-9115.

**WARD COUNTY PUBLIC LIBRARY
ANNUAL REPORT FOR THE
WARD COUNTY COMMISSION**

March 2023

WARD COUNTY PUBLIC LIBRARY
225 3rd St SE
<http://www.wardnd.com/161/Library>

2022 ANNUAL REPORT OF ACTIVITY

LIBRARY BOARD MEMBERS: Karlee Rauschenberger, Minot/South Prairie, Chair (left in June of 2022)
John Pietsch, County Commissioner (until November 2022)
Bucky Anderson, County Commissioner (December 2022)
Deborah Aamot, Makoti, Secretary
Tami Ware, Kenmare, Chair
Isaac Blevins, Minot, Vice-Chair

LIBRARY STAFF: Kerrienne Boetcher, Library Director
Janice Sweeney, Librarian II - Bookmobile
Taylor Kolschefsky, Librarian I – Bookmobile (Left in June of 2022)
Asher Culver, Librarian I – Bookmobile (hired in June and left in July)
Carissa Boteler, Librarian I – Bookmobile (came in July of 2022)
Linda Brunner, Library Associate Director
Breanna Raines, Librarian II - Kenmare
Emily (Rae) Higbee, Library Assistant (Left December 2022)
Amanda Rathbun, Librarian I - Minot

COMMUNITIES SERVED: During the past school year, our bookmobile stops included: Bell School, Berthold School & Downtown, Blaisdell, Burlington School, Carpio, Des Lacs School, Douglas, Hove's Corner, Kenmare Elementary, Kenmare High School, Kenmare Daycare, Lostwood, Makoti, Nedrose School (Elementary and High School), Our Savior's Church, Palermo, Parshall School & Downtown, Plaza School & Downtown, Ross, Ryder, Sawyer School, South Prairie School (Spring 2022), Surrey School, Stanley, Tagus, and White Earth.

In the Summer our stops include: Apple Grove, Berthold Downtown, Blaisdell, Carpio, Country Club Acres, Country Club Heights, Des Lacs, Donnybrook, Douglas, Foxholm, Hope Lutheran Church (Surrey), Hove's Corner, Laker Zone (Burlington), Lostwood, Makoti, Minot Mobile Estates, Our Savior's Church, Palermo, Parshall Downtown, Plaza Downtown, Prairie Bluffs, Ross, Ryder, Sorenson Addition, Surrey Daycare, Stanley, Tagus, and White Earth.

We also serve Senior Citizen Centers in Kenmare, Makoti, Berthold, and Plaza; the Ward County Jail and the Juvenile Detention Center.

Highlights of 2022 at the Ward County Public Library

- The bookmobile lost its auxiliary heater in November of 2021. We were down for January and most of February as we waited for parts to get that fixed.
- We had one school elect to not have the bookmobile come in the fall of 2022. They were starting a new curriculum and wanted to get used to that.
- Taylor Kolschefsky left the bookmobile in June of 2022. We hired Asher Culver to replace her and when that did not work out, we hired Carissa Boteler to work on the bookmobile.
- While we are still offering a virtual version of our crafty crew and we still have the protective glass up, we have removed all other restrictions related to COVID-19. Events are still in progress of reaching pre-COVID numbers.
- 52,418 items were checked out in 2022. This is a slight increase over 2021 (52,070). Cold weather, missing almost two months, and not having one school in the fall are all factors in this count.
- In 2022, we began tracking visitors on the bookmobile in response to questions on the federal level. The total visitors for Minot, Kenmare, and the bookmobile was 21,943. Of those visits, 11,001 were in Minot and Kenmare compared to 10,017 in 2021.
- 5,334 reference questions answered in Minot and Kenmare. This is an increase of about 600 from 2021.
- 5 interlibrary loans were sent out and 195 were requested from other libraries. This is an decrease from 2021.
- We continue to have great support from the community in Kenmare.
- Internet usage was up in 2022 from 2,010 to 2,443.
- 2022 saw 35,286 wireless internet sessions combined for Minot and Kenmare. This is up 6,655 sessions over 2021.
- The library offers appointment-based test proctoring. In 2022, we proctored 12 tests for various patrons.
- Events Attended Included:
 - Virtual Story Times (Easter 2022) and Virtual Crafty Crews
 - Summer Reading Wrap-Up Parties in Minot

- Collaborations for Events Included:
 - Minot Public Library
 - Minot Parks and Recreation Department
 - Minot Public Schools
- Events Hosted:
 - Family Movies
 - Crafty Crew
 - Craft Nights in Kenmare
 - Story Time
- The theme for 2022 Summer Reading was Oceans of Possibilities.
- The Bank of North Dakota held a contest in conjunction with the North Dakota State Library where everyone who finished our programs during Summer Reading received \$25 for a College Save account. 10 children across the state won \$250 for their account, including one Ward County winner. Eleanor Rubbelke is a patron in Minot. This is the fourth year in a row that we have had a winner.
- The library had 2,390 items checked out from Library2Go (Overdrive). This is up slightly over 2021.
- In late 2022/early 2023, the bookmobile was awarded the 2022 Wheelie Award from the North Dakota State Library. This is the fifth year in a row for Ward County receiving this award for recognition of outstanding service beyond the walls of the library. It is awarded to the library with the best overall performance in terms of circulation per capita, stops made, and miles travelled.
- We would like to extend a Thank You to the residents of Ward and Mountrail Counties and the Ward County Commissioners for their support of the library and its services.

Kerriane Boetcher, Director - Ward County Public Library

Circulation Statistics – This includes statistics for both libraries and 42 stops during our school year schedule.

Month	Checked Out	Items Renewed	Checked In	Hold Requests	Visits
January	858	4,364	854	108	N/A
February	1,737	3,735	1,683	137	N/A
March	3,809	2,145	3,644	161	N/A
April	2,561	2,082	3,001	106	N/A
May	1,082	1,552	2,523	117	N/A
June	1,651	1446	1,511	81	N/A
July	1,409	1,413	1,415	106	N/A
August	1,113	1,456	1,157	157	N/A
September	3,722	1,494	2,217	140	N/A
October	3,335	2,044	3,394	85	N/A
November	3,080	2,597	3,156	60	N/A
December	1,023	2,710	1,106	184	N/A
Totals	25,380	27,038	25,661	1442	N/A

User Statistics –

New Patrons	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>2022 Total</u>
Kenmare	0	0	2	1	0	2	1	2	1	0	19	1	29
Ward	30	15	52	5	17	2	21	16	139	34	22	13	366
Mountrail Cnty	0	0	11	17	1	0	0	1	18	38	25	0	111
Total	30	15	65	23	18	4	22	19	158	72	66	14	506
Internet Usage	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>2022 Total</u>
Kenmare	5	3	8	3	4	1	2	1	4	5	2	0	38
Minot	201	173	247	244	137	163	114	194	208	258	238	228	2,405
Total	206	176	255	247	141	164	116	195	212	263	240	228	2,443
Walk-ins	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>2022 Total</u>
Kenmare	108	85	124	94	123	196	122	173	101	187	112	73	1,498
Minot	748	716	1,009	895	656	805	603	804	802	942	812	711	9,503
Bookmobile	0	366	2,184	2,014	1,322	44	149	101	1,683	1,557	1,436	86	10,942
Total	856	1,167	3,317	3,003	2,101	1,045	874	1,078	2,586	2,686	2,360	870	21,943

Questions, Ward: These are the questions that are asked at our branch in Minot.

Questions	Jan.	Feb.	Mar.	Apr	May	June	July	Aug.	Sept	Oct.	Nov.	Dec.	Total
Directional	52	52	49	65	54	53	49	70	77	87	77	85	770
Basic Reference	38	30	32	37	41	55	51	73	71	81	75	68	652
How To?	82	101	93	91	82	95	87	87	91	101	106	94	1,110
Do You Have?	106	91	97	78	69	85	76	103	112	121	108	100	1,146
ILLs	5	1	7	4	3	4	4	3	3	3	2	3	42
Other	126	113	107	120	98	125	101	109	120	132	121	101	1,373
Totals:	409	388	385	395	347	417	368	445	474	525	489	451	5,093

Questions, Kenmare: These are the questions that are asked at our branch in Kenmare.

Questions	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Directional	2	1	1	3	0	4	3	5	1	2	3	1	26
Basic Reference	5	3	2	2	3	1	4	0	0	3	1	2	26
How To?	0	1	3	0	0	0	2	3	2	2	2	1	16
Do You Have?	9	15	12	16	5	19	23	15	12	18	15	13	172
ILLs	0	0	0	0	0	0	0	1	0	0	0	0	1
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	16	20	18	21	8	24	32	24	15	25	21	17	241

Deposits

Copy/Fax Fees - Minot	Inter-library Loan	Kenmare – Donation	Lost or Damaged Books	Mountrail County Payment	Reimbursements	Used Book Sales	Other: Reimbursements, Donations, and State Aid to Libraries	TOTAL
\$981.00	\$12.00	\$20.00	\$299.46	\$38,400.00	\$0.00	\$500.50	\$47,748.40	\$87,961.36

Interlibrary Loan *Indicates an average over the month spent in postage.

[illegible]

Bookmobile Mileage

Number of Days on Routes	Miles	Mileage to Date
112	9,353	142,225

Kenmare

Story Hours Attendance			Petty Cash Deposits	
January (1 Date)	6		Copies – January	\$3.40
February (1 Date)	2		Copies – February	\$0.60
March (1 Date)	3		Copies – March	\$20.00
April (1 Date)	1		Copies – April	\$0.00
May (1 Date)	0		Copies – May	\$2.60
June (6 Dates)	48		Copies – June	\$0.00
July (2 Dates)	24		Copies – July	\$1.40
August (2 Dates)	27		Copies – August	\$0.00
September (0 Dates)	0		Copies – September	\$0.40
October (1 Date)	3		Copies – October	\$0.00
November (0 Dates)	0		Copies – November	\$2.00
December (0 Dates)	0		Copies – December	\$0.00
Total	114		Total	\$30.40

Minot Story Time:**Overdrive (e-books/audiobooks):**

Story Hours Attendance			Overdrive Statistics	
January (4 Dates)	6		January	206
February (4 Dates)	8		February	166
March (5 Dates)	12		March	165
April (3 Dates)	8		April	150
May (4 Dates)	9		May	181
June (4 Dates)	22		June	234
July (4 Dates)	27		July	224
August (4 Dates)	22		August	253
September (5 Dates)	9		September	237
October (4 Dates)	21		October	220
November (3 Dates)	5		November	203
December (5 Dates)	10		December	151
Total	159		Total	2,390

Office of State's Attorney

STATE'S ATTORNEY
ROZANNA C. LARSON

INVESTIGATOR
KEVIN HUSTON

VICTIM/WITNESS COORDINATORS
KAREN PFEIFER
LESLEY DEGELE
KAITLIN WILLERT

WARD COUNTY
Ward County Courthouse
PO Box 5005
315 3rd St SE
Minot, ND 58702
Telephone (701) 857-6480
Fax (701) 857-6580
51wardsa@wardnd.com

ASSISTANT STATE'S ATTORNEYS
CHRISTOPHER W. NELSON
TINA SNELLINGS
BREEZY SCHMIDT
TIFFANY M. SORGEN
STEPHENIE L. DAVIS

March 13, 2023

Ward County Commissioner
Ward County Courthouse
Minot, ND 58701

Re: Annual Report for 2022

Dear Commissioners:

In accordance with the yearly requirement of filing an annual report indicating the various functions and developments with respect to the Ward County State's Attorney's Office, please accept for your consideration and review the following comments and information:

Office Information and Office Staff

Fully staffed there are 7 assistant State's Attorneys. We have five assistant State's Attorneys at this time. There are also nine support staff, three victim/witness coordinators and added in January of 2023, an investigator position in place of the eighth assistant State's Attorney.

Assistant State's Attorney Rina Morales left in May of 2022. That position is still open. ASA Ethan Lee left in November of 2022. That position is still open. ASA Leah Viste left in December of 2022. Stephenie Davis replaced her in January of 2023. Christopher Nelson, Tina Snellings, Breezy Schmidt, and Tiffany Sorgen were the other Assistant State's Attorneys on staff in 2022. In addition to the above, this office contracted Sean Kasson, an outside attorney for purposes of answering to the Discovery Requests and anything else needed by this office.

There are four legal assistants that have been in the office for more than five years, they are Michelle Frey 11 years, Jennifer Schlecht 14 years, Taylor Short 7 years, Lynnae Rudland 20 years. One Office Manager, LeAnn Westereng 31 years. Ms. Westereng and Ms. Rudland prepare all the "in custody appearance" paperwork for the Master Court attorney each morning. This paperwork all needs to be filed with the Clerk of Court before 11 AM each day. They also run the criminal histories, driving abstracts, Odyssey printouts and obtain III records (FBI/nationwide criminal history checks) of all the defendants that will be appearing so that the attorney has the information for bond purposes. Ms. Westereng and Ms. Rudland also handle all the restitution that is collected by this office. That means they receive/receipt and then post the payment into JustWare. They also prepare all the payments to go out to the victims on a weekly basis. Sometimes they are required to research the location of the victims due to the transient nature of our community. Ms. Westereng and Ms. Rudland also prepare all the "Promise to Appear" citations, for attorney review before filing. This

involves getting all the reports available from LERMS and running criminal history/driving abstracts. Ms. Westereng supervises the support staff. They have other duties as well, but this touches on some of them.

Ms. Frey, Ms. Schlecht and Ms. Short are assigned to attorneys and do all the support necessary in that capacity which includes opening the files in Justware, issuing subpoenas and e-filing all of the documents, download and burn the video and photo evidence. They baste stamp all the discovery materials in each of the files for discovery purposes. An added part to the discovery portion of their job duties is electronically sending discovery to defense attorneys through two different programs, which one depends on which law enforcement agency it comes from. From this they are able to monitor when and if a defendant's attorney opens their discovery received from this office, which gives the attorneys valuable information in court. They also assist the public as they come in or call in with questions. They assist defendants and defense attorneys requesting copies of files etc. The three of them request video (sometimes having to burn it from the computer), certified copies, and anything else the attorney needs for trial. The three, at times, input cases into our Justware Program for the attorney's to create the Criminal Complaints. This is done if a case has not already been pushed through to Justware through the LERMS system used by law enforcement. They maintain organization of their attorney's files. They run many criminal histories and III criminal record requests for their attorney's cases. They also assist the public with their requests, such as checking to see if their car insurance is up to date and then preparing the dismissal for the attorney to sign. They also prepare dismissal for Driving Under Suspension charges after they research the defendant driving privileges. They have many more duties, but this just touches on a few.

We also have three victim/witness coordinators Karen Pfiefer 12 years, Lesley Degele (4 years in this capacity and 7 years with the office), Kaitlin Willert (3 years in this capacity and 7 years with the office). The majority of their time is contacting victims of crimes and providing information where they can go for assistance in counseling, protection, and financial compensation. They are responsible for working with victims to compile information for restitution purposes. They also contact all the witnesses subpoenaed for trial and arrange meetings between them and the attorneys for trial preparation. All three of them necessarily spend a great amount of time researching driver's license, social media, and other data bases available for purposes of locating witnesses. They are most often the contact that victims have to this office. I have observed the patience and kindness that they extend to each and every victim that comes to talk with them. Never does a victim feel they are being rushed or brushed aside. Although these ladies may be interrupted by a victim dropping in, they take the time to try to assist them and give assurance of support and understanding. They have a critical part in our office to keep a good rapport with the victims and witnesses. They also see to the needs and comforts of all the witnesses, especially the victims to feel safe during trials.

Additional support staff includes three Office Assistants, Brian Duncan 5 years, Michelle Johnson 4 years, Jennifer Babcock, 4 years. The Office Assistants duties include running hundreds of e-mails per day from the main e-mail address to the office, run off documents from Justware that is pushed to Justware from LERMS (law enforcements record keeping system), burning audio/video for ongoing files, incoming mail, outgoing mail, pull daily and weekly calendars, match up the hundreds of e-mails to files and either give them to the appropriate Legal Assistant, attorney, v/w coordinator or file documents away when appropriate. The three office assistants rotate job duties every week and assist each other if able. They have assisted the Legal Admins with phone and public assistance when necessary. The office assistants also assist the v/w coordinators with some of their duties, such as subpoena recording, etc... The three individuals in this position are constantly on the move in their job duties.

The Receptionist position was added in January of 2021. Shawnta James has been here for two years in that position. Some of this positions duties include preparing the OSC paperwork for 24/7 and drug testing violators for attorney's signature, e-filing mental health petitions and other mental health documents as needed, e-filing Revocation of Probation documents, closing out felony and misdemeanor cases in Justware as well as electronically submitting disposition information to BCI for accurate criminal histories. She also is a back up to the Legal Admins and Case Clerks when needed. Most importantly this position screens the calls and walkins and directs them to the appropriate person or handles the issues that arise such as preparing dismissals for DUS cases for people with reinstated driver's licenses or preparing dismissals for No Liability Insurance cases after they provide her with proof of their insurance. This position has been a relief to the Legal Admins as it took some duties from them so they aren't having to put in extra hours due to being over inundated with work because of constant interruptions from phone calls and walkins.

The Investigator position is a work in progress as it is new to this office. Kevin Huston is the licensed peace officer/investigator in this office. Some of his duties have been researching addresses and phone number of people we have been unable to locate. We were able to sign Kevin up under the Sheriff's Department for a program they use that provides him with addresses and phone numbers of individuals. It has come in handy numerous times. Kevin assists the v/w coordinators with finding people, contacting people, sitting in on interviews with v/w coordinator and attorney, escorting scared victims in the courthouse, in the courtroom and out to their vehicles if need be. Kevin has been assisting attorneys to button up investigations that need more work to be done. He is in contact with local law enforcement to work with them on what additional information needs to be obtained. These are just a few of the duties he will be doing in this office.

Drug Prosecutions and Forfeitures

Please see the attached report from the Ward County Narcotics Task Force. The statics provided in this report is only for Task Force activity. Therefore not all drug related arrests are reflected in this report, as the individual law enforcement agencies may have handled the case without assistance from the task force. The Task Force in general focuses on targeting traffickers and conducting lengthier investigations that result in search warrants and multiple arrests.

Juvenile Court

Types of hearings	<u>2021</u>	<u>2022</u>	<u>Increase</u>	<u>Decrease</u>
Detention	34	41	21%	
Shelter Care	201	184		8%
Adjudication	254	225		11%
Dispositional	8	16	100%	
Permanency	109	117	7%	
Review	76	51		33%
Motion	0	0		100%
Status Conference	0	6		
Total Formal Hearings	682	647		5%

District Court

2022 See attached report and graph provided by the Court Administrator regarding the numbers for Ward County and the differences from 2021 to 2022.

This office also tracks Misdemeanors and Felonies which are manually tracked by support staff to give you an idea of what type of cases and a rough number of these cases handled by the SA Office each month. For example, bond reviews and/or revocations cause additional preparation time by the attorneys as well as additional time in court. There were 358 felony bond review hearings (up from 321 in 2021) and 36 misdemeanor bond review hearings (up from 30 in 2021), 385 24/7/drug testing violation arrests (up from 321 from 2021), and 811 OSC/BW appearances (about the same, 810 in 2021). The number of OSC/BW is significant in that not only do these hearings/offenders cause additional work and time for the attorneys, but they also cause additional burden to law enforcement to have to locate and arrest them, and an additional burden on the jail population until they can be brought before the court. Many times these offenders are brought to the court repeated times, they are not found in contempt for disobeying the court orders, (ie: ordered to remain in jail until compliance is met), but are allowed to set new "payment plans" or otherwise indicate they will "comply".

Highlights of some of the statistics generated by this office:

To start, please note by the end of the year, there was one criminal conspiracy/accomplice to murder or attempted murder and three new murder cases charged out in 2022.

There were 1,048 felony counts arrests in 2022, and another 1,964 misdemeanor offense count arrests, for a total of 3,012 new arrest counts (which is slightly up from 3,006 in 2021). This total does not reflect charges that were filed and the defendants have yet to be arrested on. The number is unknown, but would make the 3,012 a higher number as that number is stemming from actual arrests.

From that total 996 offenses concluded in guilty pleas before trial was scheduled (either at initial appearance, preliminary hearing or at the pre-trial conference), another 795 were dismissed either as part of plea bargain or upon review it was determined there was a lack of evidence or an evidentiary issue. The remainder of the offenses were set for trial. As the commission has previously been advised, jury trials are set on a priority calendar. Each week there are approximately 10-20 trials scheduled. If a priority #1 trial goes to trial, the lower priority trials are re-scheduled. Regarding trial and other hearing statistics, here are a few taken from the v/w coordinators stats on the monthly reports: 797 trials scheduled/rescheduled; 301 change of pleas; 13 trials commenced; 245 trials continued due to either a different case went to trial or defendant's request or WCSAO request or Judges decision; 147 Dismissals either because witnesses not located, insufficient evidence or other. Additional information gathered was there were over 372 victim crimes in 2022.

There were 290 petitions to revoke probation filed by the Parole and Probation Office, which is up from 252 in 2022 (82 were sentenced to DOCR, 37 placed back on probation, 78 received a county jail sentence, 36 had county jail sentence followed by probation, 16 were given DOCR with probation following, some still remain unserved by the sheriff's department due to not being able to locate the defendant.). Also, there were 195 defendants who absconded from probation. According to the Parole and Probation Office in Minot, offenders who are being revoked, 35.5% have new offenses and 77.3% of the offenders are revoked for technical violations such as alcohol use, failing to pay fines or restitution, etc. Statistic documentation from Parole and Probation is attached.

The 24/7 sobriety program is being utilized in Ward County. This program was introduced by the Attorney General's Office. The AG's Office provided all the breath test devices, SCRAM bracelets and drug patches. The defendant pays for the tests, use of the bracelet and/or the patch and drug testing. The program is used both as a bond condition or probation condition. It is requested for any defendant with a second or subsequent DUI offense, any crime of violence wherein alcohol was a factor, and on some drug cases. We've had minimal success in getting defendant's bond's (or probation) revoked who have violated the 24/7 sobriety program. The obvious purpose behind the program is for the safety of society from drunk drivers, and the protection of victims of violent crimes, particularly domestic partners. From January of 2022 to December of 2022 there were 385 violators of the 24/7 program who appeared in court (this number also reflects the Drug Testing Program through Northern Testing site). Often times the defendants are released back on bond if it has been a first violation. The Court may revoke the bond if there have been 2 or three violations, but that is highly unusual.

For each case that does not plead out at the initial appearance, there are at least 2-3 additional appearance/court hearings before trial. The cases are assigned to judges.

Supreme Court

According to the monthly statistics there were 5 appeals filed with the Supreme Court. The Post Conviction Responses filed in 2022 was zero.

Restitution

Part of the services provided by the Ward County State's Attorney's Office involves receipting and distribution of restitution payments for various cases. Very few now come from NSF and No Account checks. However, restitution for misdemeanor criminal matters is also handled through this office and the number of those cases have surpassed the NSF/No Account cases as far as victim crimes wherein restitution is handled through this office. See below summary of NSF check as well as restitution received and restitution disbursed for 2022.

Value of NSF/No Account
Cks Received
0

Number of NSF/No Account
Checks Received
0

Restitution Received
and Disbursed
\$106,234.28

Unclaimed Property
\$281.65 for 2022

Involuntary Commitments

There were 118 involuntary commitment filings in 2022 compared to 117 filings in 2021.

County business

In addition to the above District Court business, this office also advises the county offices and boards. Over the past year, work continued with Planning and Zoning reviewing the proposed Ordinance changes that have been presented by the engineer hired by the County.

I also assisted the auditor's office with evictions on Tax Foreclosure properties. As with each year, once the eviction notices are served, most of the owners redeem the property so foreclosure and eviction matters are closed.

The biggest challenge this office faces is the lack of attorneys. The attorneys that are in the office should be commended for the extra hours, effort and work they complete. We have been down two attorneys nearly the entire time. This causes other attorneys to have to take on extra case load, requiring more time in court, which keeps them from completing other matters in their office. This often results in working after hours and on weekends. There are ongoing efforts to recruit attorneys, however, applications have been few and very far between. The Supreme Court site has attorney job listings on at least a weekly basis. I fear losing more attorneys to jobs paying more that involve less workload.

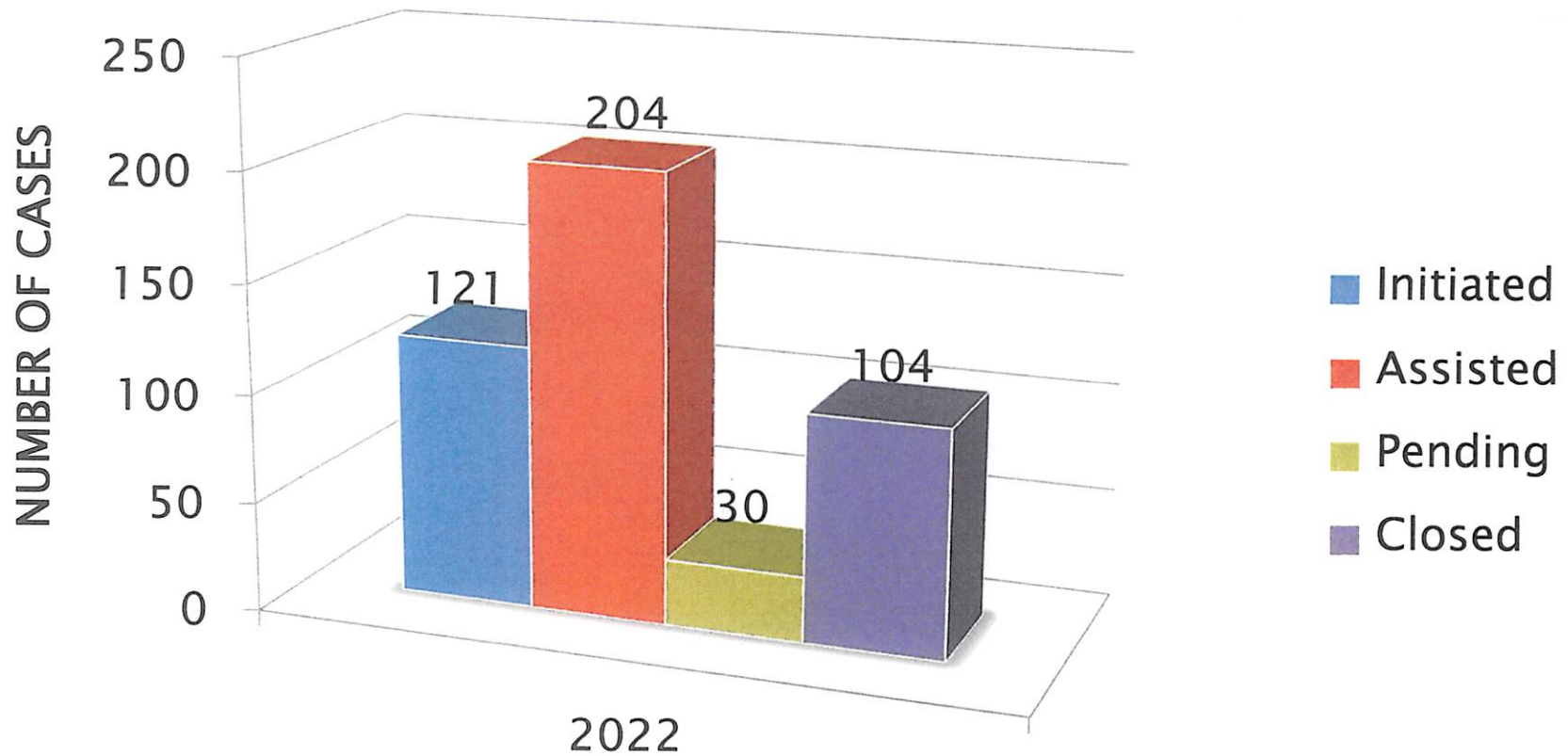
Sincerely,


Rozanna C. Larson
Ward County State's Attorney

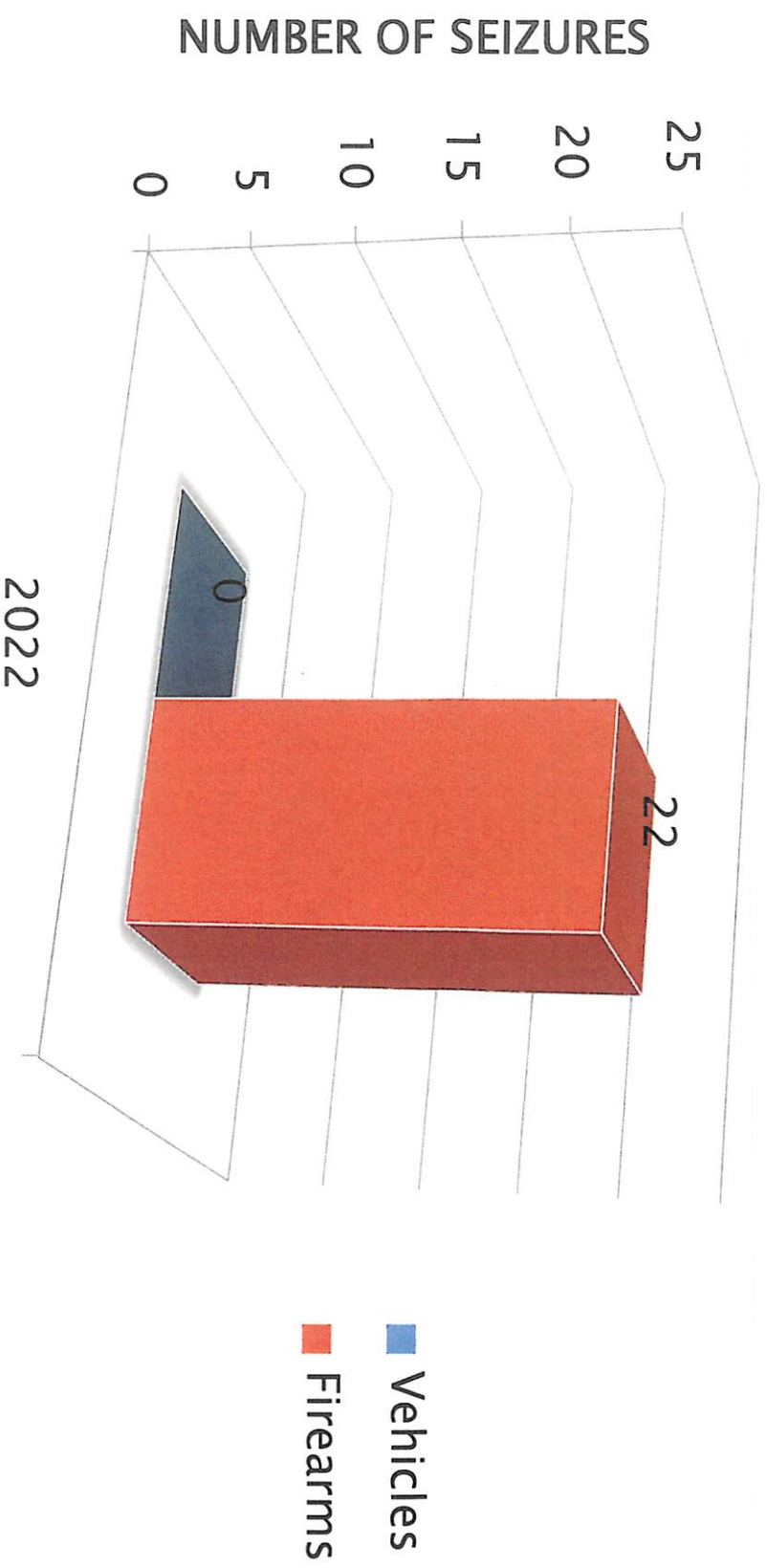
WARD COUNTY NARCOTICS TASK FORCE



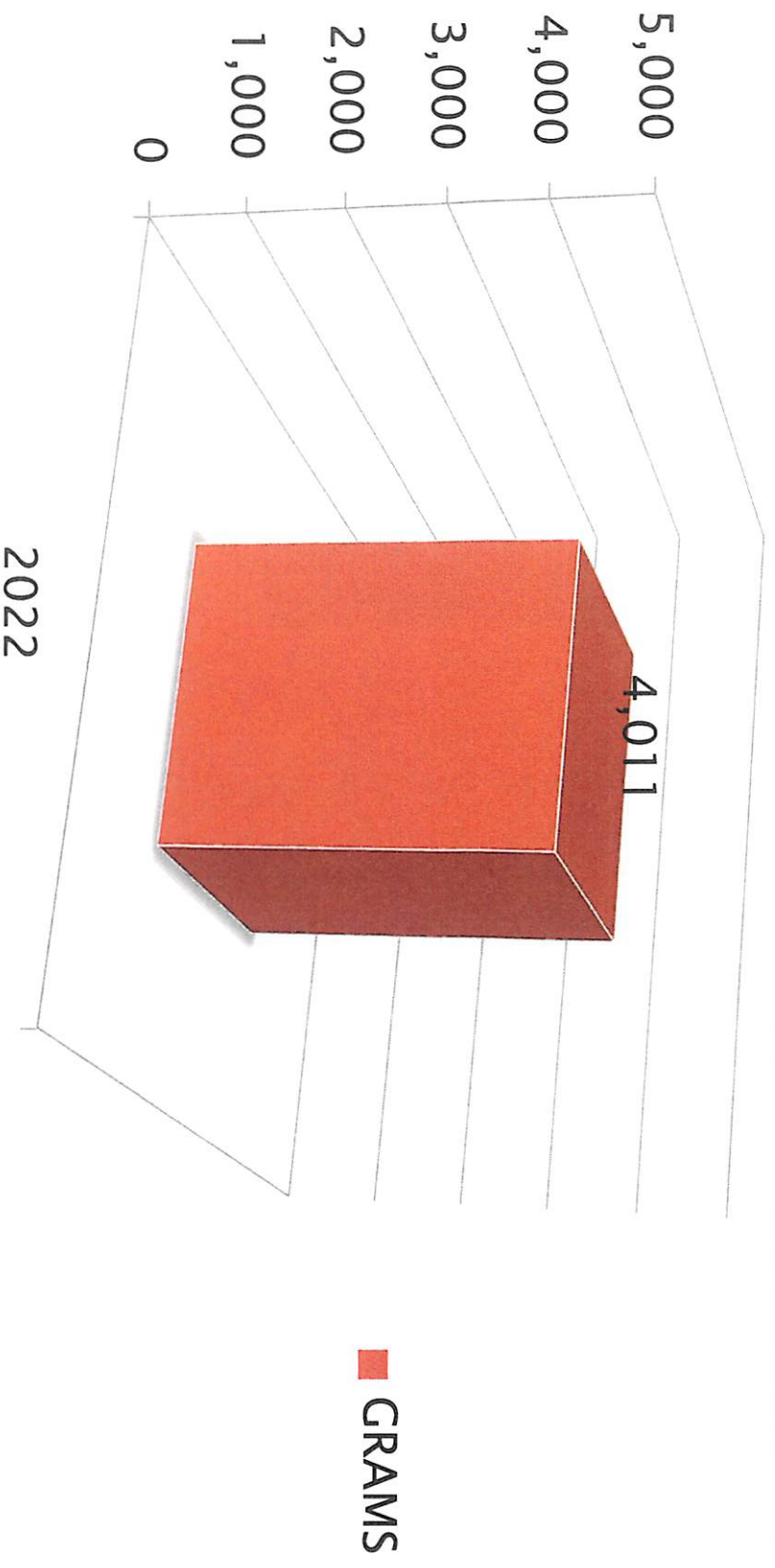
Investigations/Cases



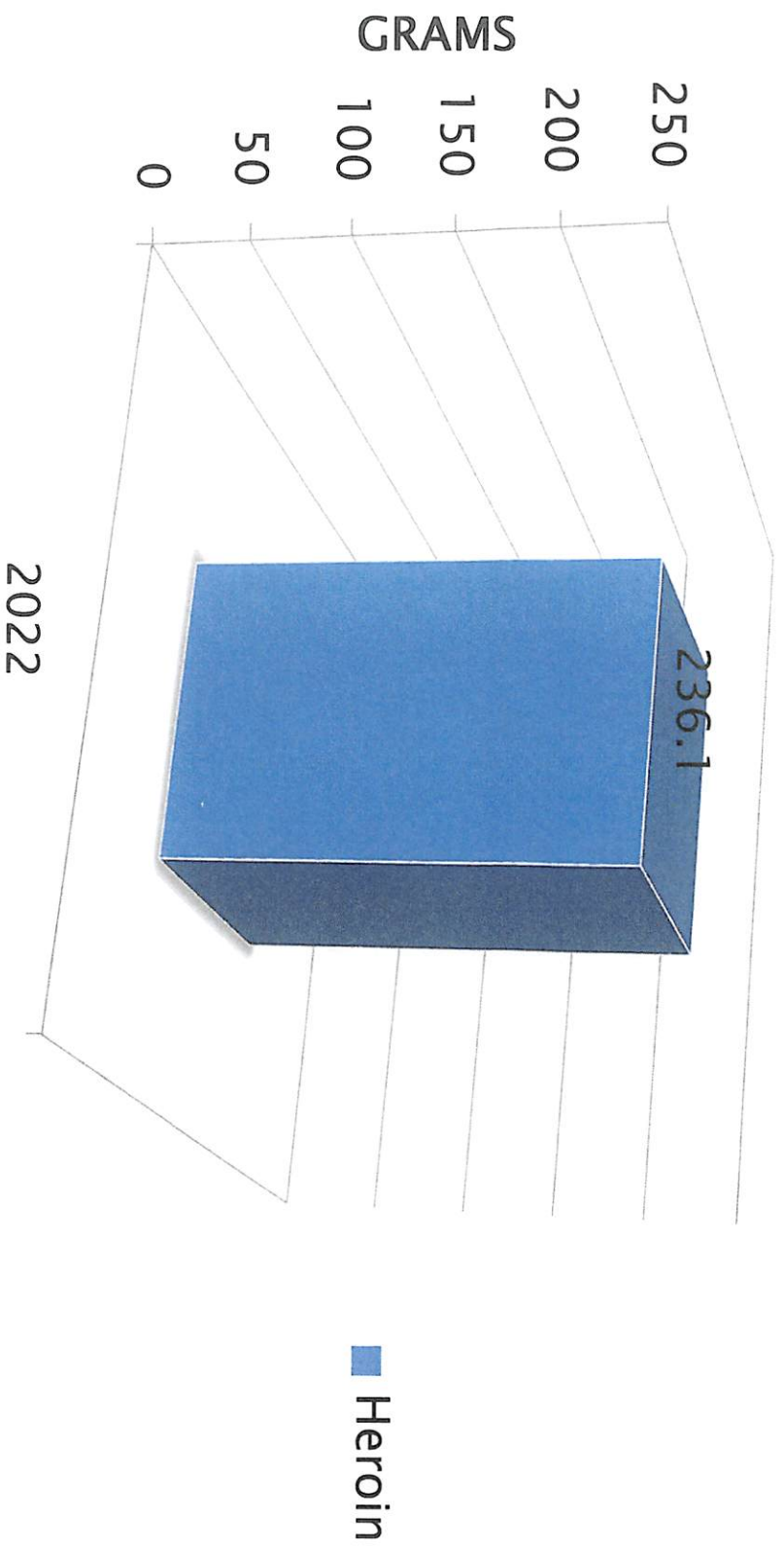
Asset Seizures



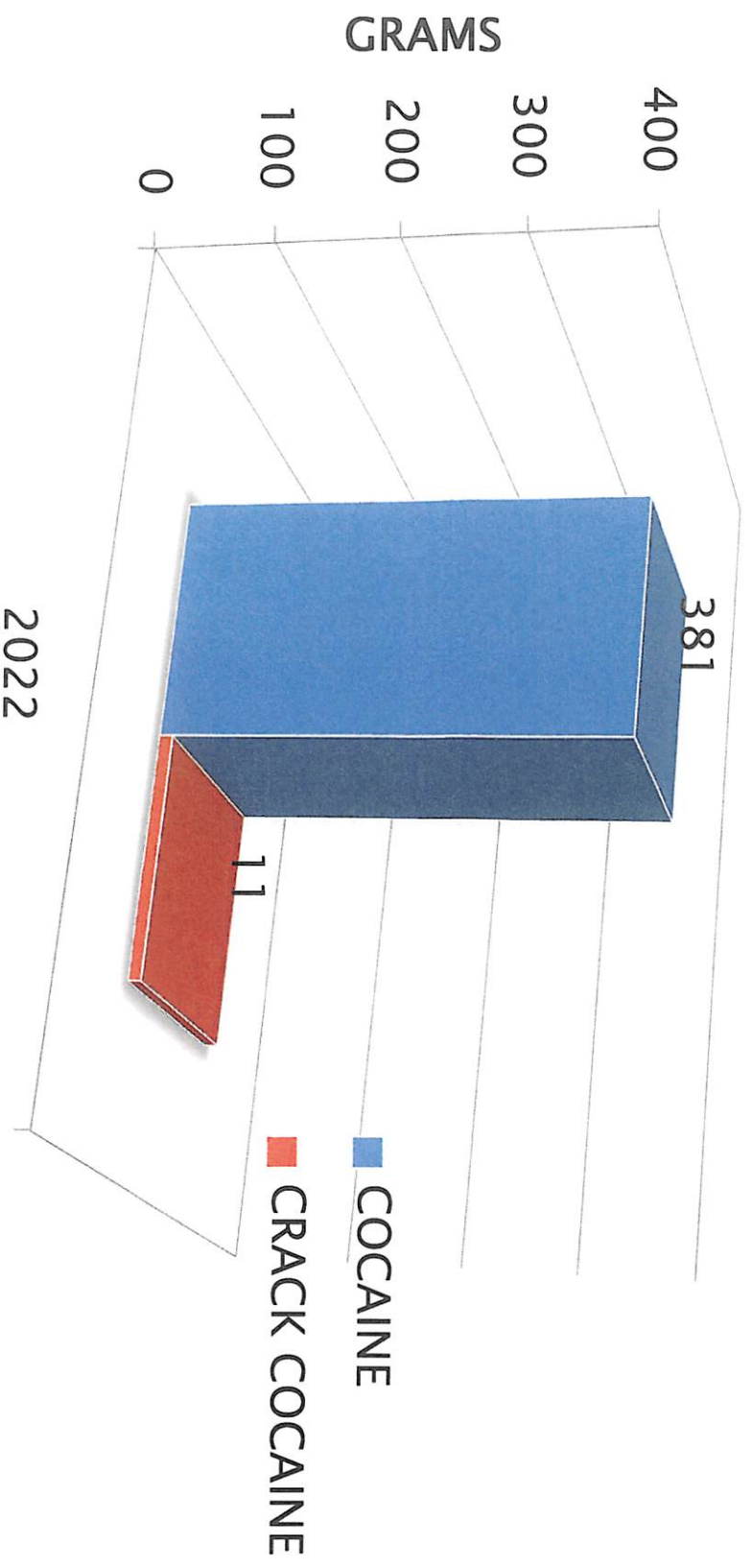
Methamphetamine (ICE) Seizures



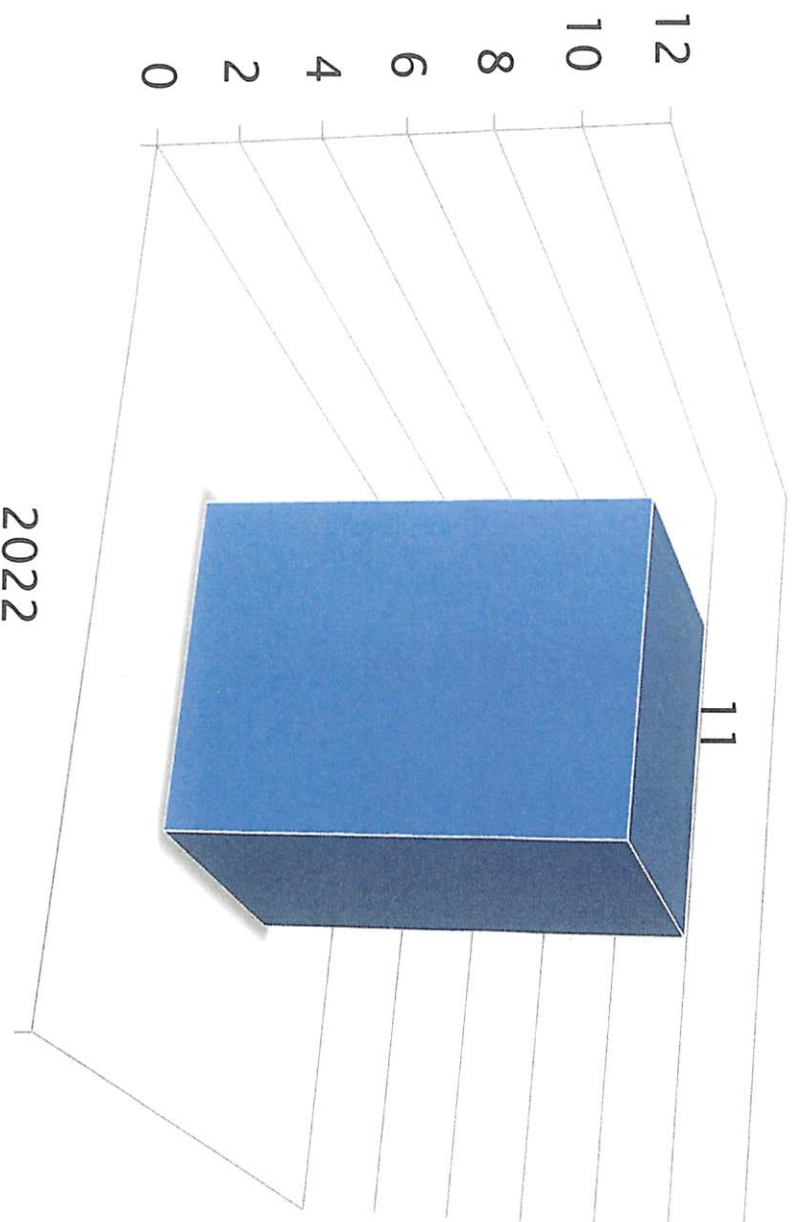
Heroin Seizures



Cocaine Seizures

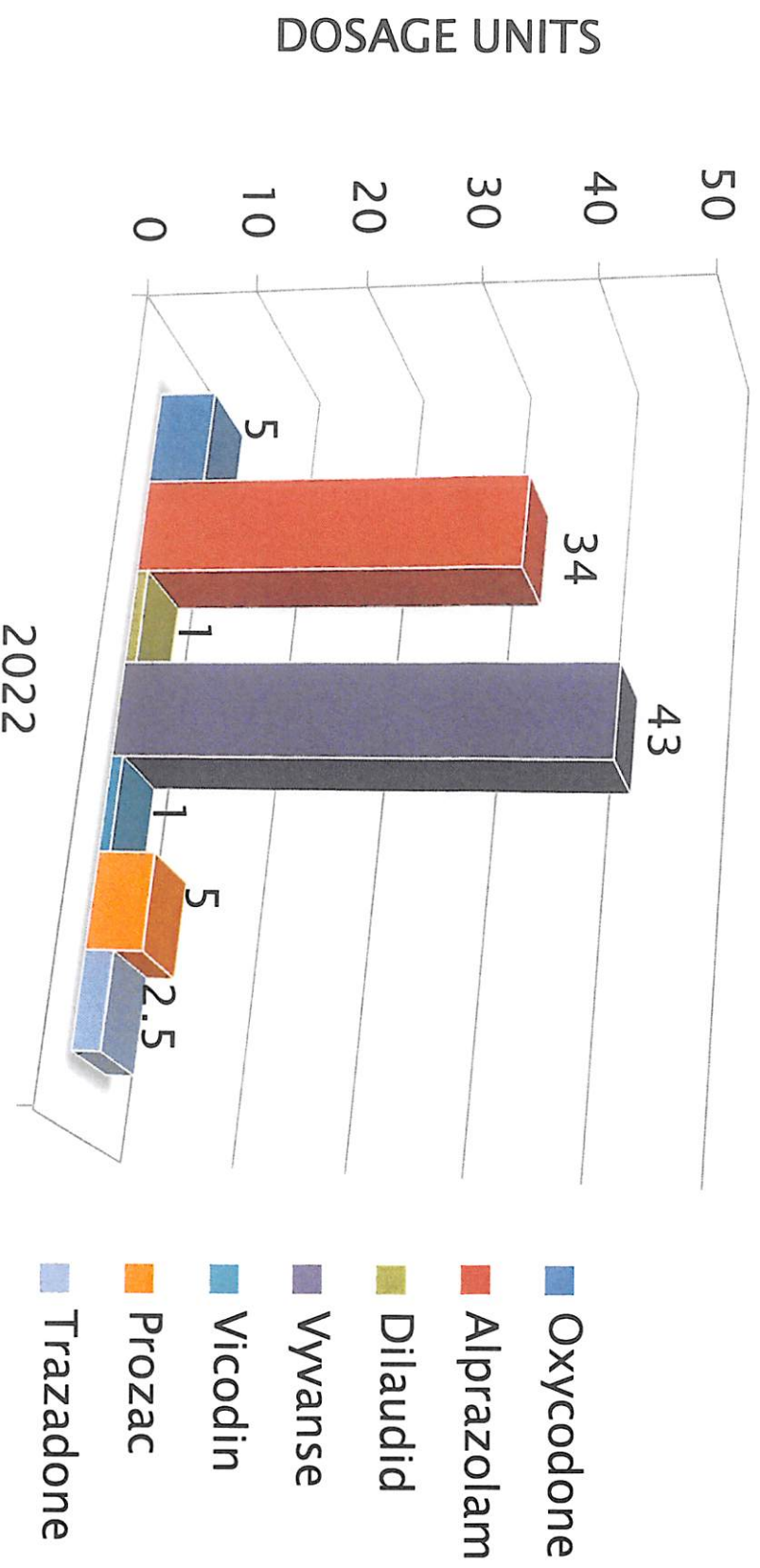


Prescription Drug Cases

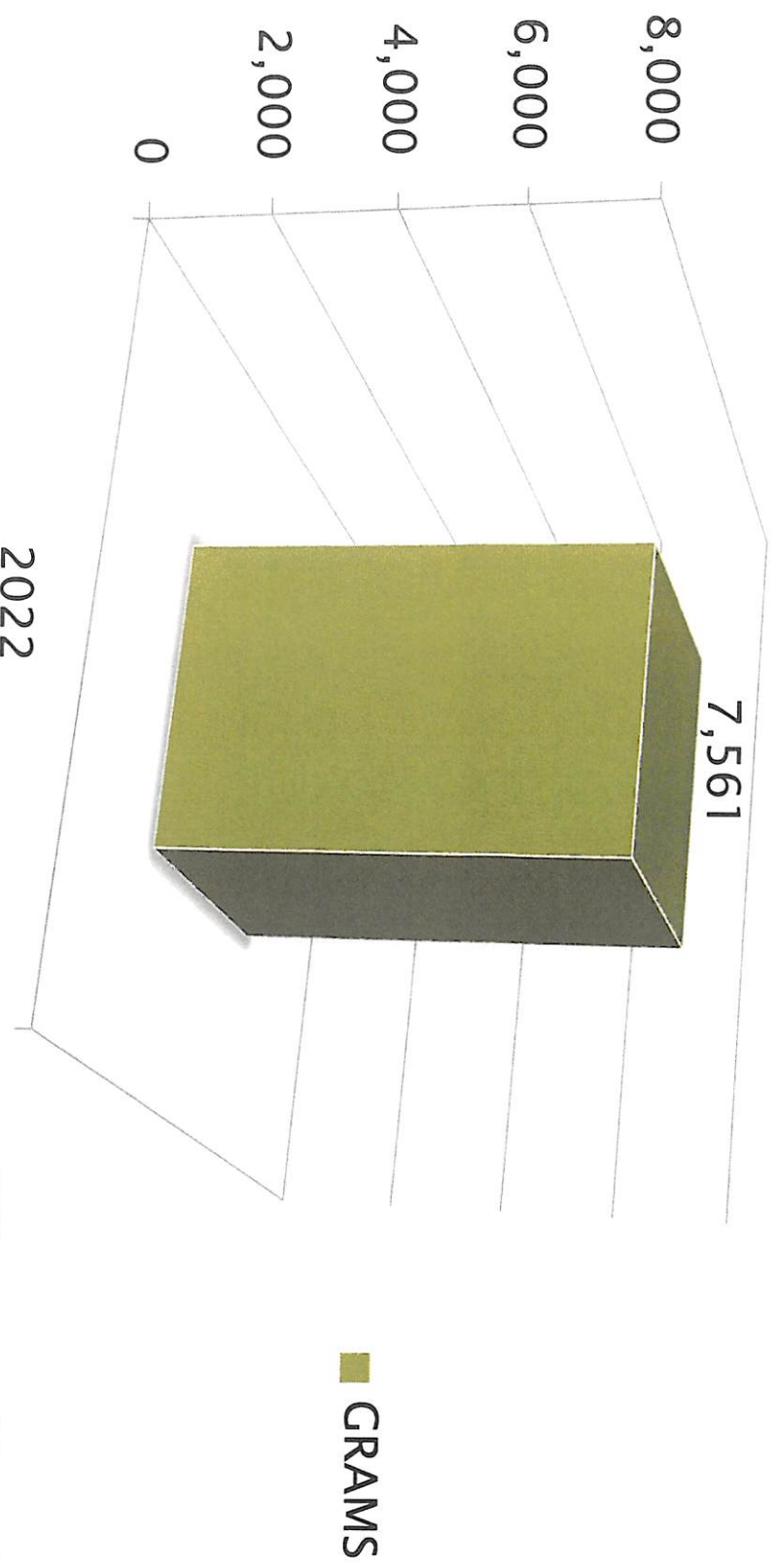


■ Cases

Prescription Drug Seizures

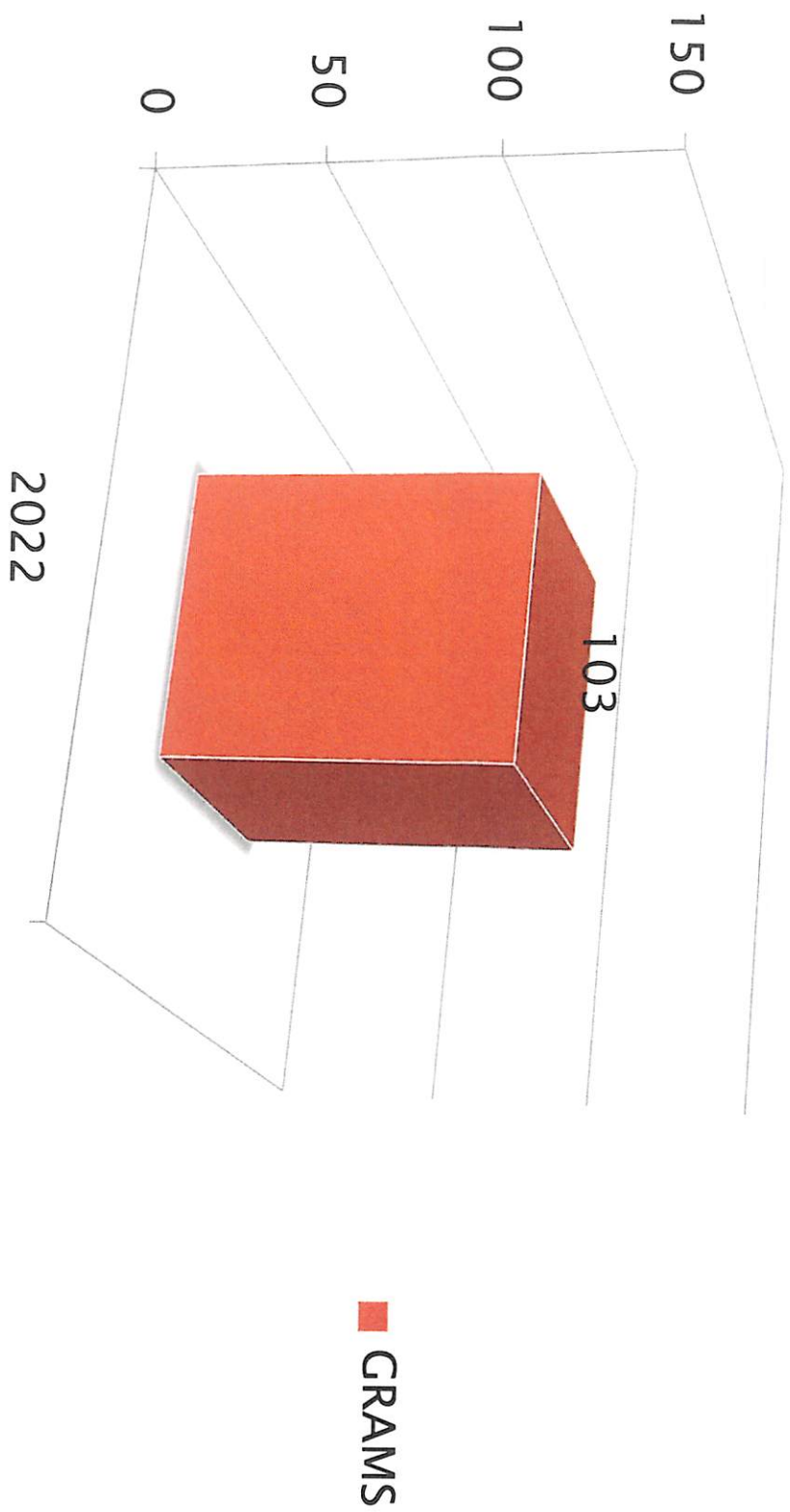


Marijuana (B.C. Bud) Seizures



*454 grams equals 1 pound

THC Concentrate Seizures



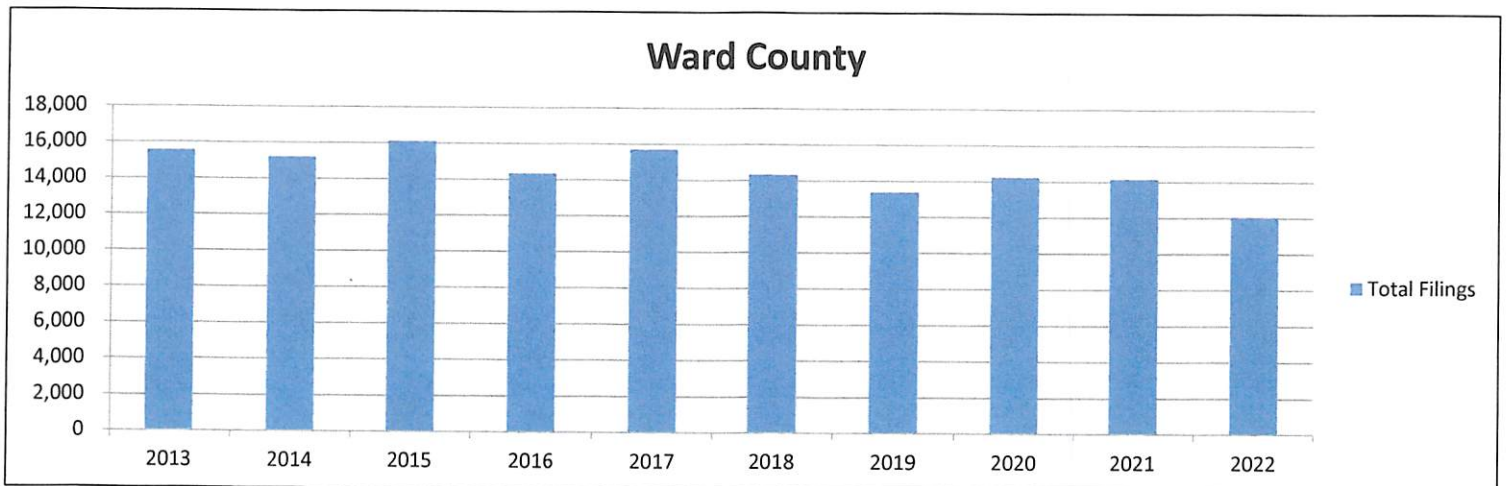
Clerk of District Court
Ward County
2013 Through 2022 Comparison of Case Filings

Civil	2013	2014	2015	2016	2017	2018	2019	2020	2021	Dec 31 2022
Divorce	359	336	363	370	325	301	324	302	319	279
Child Support	305	296	277	252	207	207	251	231	156	133
Domestic - other	326	338	401	344	316	308	338	289	334	272
Small Claims	414	346	459	418	375	293	409	287	263	178
Probate and Trust	260	254	248	217	249	245	207	288	310	257
Mental Health	206	140	122	97	131	161	134	103	117	118
Administrative Appeal	19	7	7	19	18	11	14	10	6	8
Other Civil	1,267	1,475	1,851	1,840	1,885	1,985	1,962	1,603	1,693	1,601
Juvenile	131	177	181	182	183	195	161	181	207	188
Total Civil Cases	3,287	3,369	3,909	3,739	3,689	3,706	3,800	3,294	3,405	3,034

Criminal	2013	2014	2015	2016	2017	2018	2019	2020	2021	Dec 31 2022
Felony	705	894	1,009	929	926	729	849	811	653	688
Misdemeanor	2,107	1,845	1,685	1,488	1,595	1,616	1,524	1,430	1,265	1,436
Infraction	113	99	92	72	79	53	56	82	72	110
Total Criminal Cases	2,925	2,838	2,786	2,489	2,600	2,398	2,429	2,323	1,990	2,234

Traffic	2013	2014	2015	2016	2017	2018	2019	2020	2021	Dec 31 2022
Total Traffic Cases	9,350	9,025	9,425	8,127	9,446	8,238	7,173	8,645	8,768	6,802

Total Filings	2013	2014	2015	2016	2017	2018	2019	2020	2021	Dec 31 2022
Total Ward County	15,562	15,232	16,120	14,355	15,735	14,342	13,402	14,262	14,163	12,070



Ward County Probation Terminations CY 2022 by DOC Case number.

One offender may have multiple court number closure reasons within CY 2022.

There were 538 individuals who had at least one case terminated out of Ward County in CY 2022

Probation cases terminated in CY 2022. Probation sentence types are Deferred and Suspended.

794

Revocation Rates and Reason for Revocation								
Total Court Numbers Closed CY 2022	Cases Closed via Revocation	Cases Closed Technical	Cases Closed Absconder	Cases Closed New Offense	Revocation Rate	Technical Rate	Absconder Rate	New Offense Rate
794	282	218	195	100	35.5%	77.3%	69.1%	35.5%

The reasons for revocation are a one-to-many relationship. When staff close out a case "revocation" they must choose one of the reasons, and can choose all of the reasons.

Revocation Disposition											
County Jail	CJ followed by Probation	DOCR Inmate	DOCR Inmate followed by Probation	Placed back on Probation /Parole	Supervision Terminated	County Jail Rate	CJ followed by Probation Rate	DOCR Inmate Rate	DOCR Inmate followed by Probation Rate	Placed back on Probation/Parole Rate	Supervision Terminated Rate
78	36	82	16	37	33	27.7%	12.8%	29.1%	5.7%	13.1%	11.7%

Overall County Jail 40.4%

Overall DOCR Inmate 34.8%

The revocation dispositions are a one-to-one relationship. When staff close out a case "revocation" they must choose one revocation disposition.

	Total Cases Closed CY 2020	Active Petition for Revocation	Death	Dismissal (Deferred Sentence)	Expiration (Suspended Sentence)	Other	Termination - Negative (Suspended Sentence)	Termination - Positive (Suspended Sentence)	Termination (Deferred Sentence)	Revocation
Total	794	47	27	11	312	1	13	92	9	282
Percent		5.9%	3.4%	1.4%	39.3%	0.1%	1.6%	11.6%	1.1%	35.5%

Docstars Case Terminations

1 Dismissal (Deferred Imposition)

- FORM: Dismissal of Deferred Sentence must be signed by the judge and filed in EDGAR.
- Court signs off on the deferred sentence and the case is dismissed; deferred received. Applies to Interstate Compact offenders, too.
- Felony offense is taken off offender's record
- DATE: use the date the Judge signs the document
- EMAIL the dismissal order as an attachment to BCI at chrhist@nd.gov. In the subject line indicate: Deferred dismissal for (Name) and (SID Number).

3 Termination (Deferred Imposition)

- FORM: Motion to Terminate Probation Negatively must be signed by the judge and filed in EDGAR.
- Offender has not been compliant/crime free; has not met conditions of probation.
- Offender should not get deferred sentence dismissed.
- Felony should stay on offender's record
- DATE: use the date the offender's probation expires or the date the judge signs the document, whichever is earlier.

4 Expiration (Suspended Sentence)

- Suspended sentence has expired.
- DATE: use the date the offender's probation expires

5 Termination-Positive (Suspended Sentence)

- FORM: Motion to Terminate Probation must be signed by the judge and filed in EDGAR.
- Petition the Court for early termination on an offender who has done well on supervision.
- DATE: use the date the Judge signs the document

6 Termination-Negative (Suspended Sentence)

- FORM: Motion to Terminate Probation Negatively must be signed by the judge and filed in EDGAR.
- Offender doesn't do well on supervision; doesn't complete probation conditions
- State doesn't take offender back for revocation; officer petitions court to terminate supervision.
- DATE: use the date the Judge signs the document

EMAIL the order as an attachment to BCI at chrhist@nd.gov. In the subject line indicate: Negative termination for (Name) and (SID Number).

9 Revocation

- FORM: Petition for Revocation of Probation and Order Revoking Probation must be signed by the judge and filed in EDGAR.
- DATE:
 - Probation: use the date the offender appeared in court on the petition and the case was revoked.
 - Parole: use the date the Parole Board issued the revocation order.

Definitions for the reasons for revocation:

- New Offense. Charged for new offense that was used for the basis of revocation and the court found on the record that it was a violation.
- Absconded. Absconding was used for the basis of revocation.
- Technical Violation. Any allegation other than New Offense or Absconded.

11 Death

- DATE: use date of death

13 Active Petition for Revocation

- Use for parole, suspended, and deferred sentence types.
- FORM: Parole Warrant and Affidavit must be signed by the Parole Board Clerk/designee and filed in EDGAR.
- FORM: Petition for Revocation of Probation must be signed by the judge and filed in EDGAR.
- Use this any time the case expires with a pending Petition for Revocation of Probation.
- DATE: use the date that parole or probation expires.

14 Other

- Utilize this when there is a Stavig termination of probation or parole. Enter "Stavig Ruling" in the "other" box to the right of the termination type drop down box.
- **FORM:** *Motion to Terminate Probation -Stavig* must be sent to the court and filed in EDGAR
- **DATE:** *use the date the Judge signs the document.*
- Try to avoid using this termination type for any other reason. Contact supervisor if you have questions.

This is to certify that the following have been sold by Ward County at a price agreed upon by the board of county commissioners and the City of Kenmare pursuant to 57-28-17 which amounts have been paid in full, but are insufficient to cover all delinquent taxes thereon:

Therefore, under provision of Section 57-28-20 of the North Dakota Century Code, the amount as set forth in this report is subject to cancellation by the County Board.

Parcel	Description	Consolidated	
		Tax Year	Tax
KM200062000050	<u>Kenmare City</u>	2018	\$3,310.26
	Tolleys Plat	2019	\$3,792.88
	Lots 4&5 Block 20	2020	\$2,489.89
		2021	\$2,221.52
		2022	\$1,830.88
		Total	\$13,645.43
KM200062000090	<u>Kenmare City</u>		
	Tolleys Plat	2015	\$837.83
	Lot 9 Block 20	2016	\$745.42
		2017	\$702.61
		2018	\$651.97
		2019	\$597.72
		2020	\$546.39
		2021	\$494.28
		2022	\$439.89
		Total	\$5,016.11
Grand Total			\$18,661.54

By:

John Fjeldahl
Chairman

Date

Attest:

Marisa Haman
Auditor/Treasurer

Date



WARD COUNTY TREASURER

PO BOX 5005
Minot, ND 58702

*** REPRINTED RECEIPT ***

Clerk: sarahw
Batch Number: 20230321-000087

Receipt#	Trans Date	Clerk	Batch#	Receipt Type	Receipt Total
24751	03/21/2023	sarahw	20230321-000087	MISC	10.00
Received Of			On Account Of		
CITY OF KENMARE			Tax Foreclosure Sale PARCEL #KM200062000050		
Line#	PT	Account	Description	Amount	
1	G	225.0063.200.1082	TAX DEED SALE - PARCEL #KM200062000050	10.00	

Payment Type	Doc#	Description	Amount
CHECK	50296	CITY OF KENMARE	10.00

**WARD COUNTY TREASURER**PO BOX 5005
Minot, ND 58702

*** REPRINTED RECEIPT ***

Clerk: sarahw
Batch Number: 20230321-000088

Receipt#	Trans Date	Clerk	Batch#	Receipt Type	Receipt Total
24752	03/21/2023	sarahw	20230321-000088	MISC	10.00
Received Of			On Account Of		
CITY OF KENMARE			Tax Foreclosure Sale PARCEL #KM200062000090		
Line#	PT	Account	Description	Amount	
1	G	225.0063.200.1082	TAX DEED SALE - PARCEL #KM200062000090	10.00	

Payment Type	Doc#	Description	Amount
CHECK	50296	CITY OF KENMARE	10.00

City of Minot

City Attorney
John P. Van Grinsven III

Assistant City Attorney
Kelly Hendershot
July 31, 2013

Roza Larson
Ward County State's Attorney's Office
Ward County Courthouse
Minot, ND 58701

Donna Bye
City Planning Department
City of Minot
Minot, ND 58701

Jim Heckman
First District Health Unit
PO Box 1268
Minot, ND 58702-1268

RE: Joint Powers Agreement for Extraterritorial Area

Dear Roza, Donna, and Jim:

Please find attached to this cover letter a revised Joint Powers Agreement which now incorporates those items and points which we discussed in our personal meeting at the City Planning Department on Monday, July 29, 2013. I would request that you review this documentation in connection with the objectives we were attempting to achieve with respect to abatement procedures in the extraterritorial jurisdiction, and that following your review of the enclosed documentation, we can again meet in an attempt for hopefully resolving these circumstances. In these respects, Roza, I believe it might be advisable to visit with Devra Smestad regarding her comments on this proposed Joint Powers Agreement inasmuch as it is her Office which will be receiving and filing the assessments for the clean-up which would be certified and forwarded by the City. If she has any suggestions or comments after that discussion, please let me know of these. Finally, please note that I will be out of my Office during the week of August 5 through August 9, 2013, and therefore any further meetings regarding this item will probably have to occur sometime after August 12, 2013.

Thanking you for your attention and consideration in this matter, I am

Sincerely,


John P. Van Grinsven III

The Magic City

JPVG:njs

Enc: Joint Powers Agreement (5 pages)

cc: David Waind

Cindy Hemphill

JOINT POWERS AGREEMENT (NDCC 54-40.3), BETWEEN THE CITY OF MINOT, WARD COUNTY (NORTH DAKOTA), AND THE FIRST DISTRICT HEALTH UNIT, WITH RESPECT TO THE ABATEMENT AND REMOVAL OF NUISANCES, SOURCES OF FILTH, AND CAUSES OF SICKNESS WITHIN THE EXTRATERRITORIAL ZONING AUTHORITY OR EXTRATERRITORIAL POLICE POWER AUTHORITY OF THE CITY OF MINOT, NORTH DAKOTA, AND THE ASSESSMENT, COLLECTION, AND DISBURSEMENT OF THE COSTS ASSOCIATED WITH SUCH ACTIONS

WHEREAS, the parties in this matter, specifically, the City of Minot, North Dakota (City), Ward County, North Dakota (County), and the First District Health Unit (FDHU), are all recognized political subdivisions within the state of North Dakota, and with each entity possessing the statutory and lawful authority to abate and remove nuisances, sources of filth, and causes of sickness where necessary to protect the public health and safety;

WHEREAS, the City of Minot has the power and authorization pursuant to NDCC 40-06-01(2) to enforce health ordinances and regulations, and police regulations and ordinances adopted to promote the peace, order, safety, and general welfare of the municipality, in and over all places within one-half mile [804.67 meters] of the municipal limits, as well as the power and authority pursuant to NDCC 40-47-01.1 to extend its zoning authority outside of the corporate city limits to a distance of two miles;

WHEREAS, Ward County has similar statutory powers, as referenced in the foregoing paragraphs, for matters concerning nuisances, sources of filth, and causes of sickness affecting the public health and safety, as well as the statutory power to assess, levy, and collect assessments involving the expenses of abating or removing nuisances or other circumstances affecting the public health and safety;

WHEREAS, the First District Health Unit, by virtue of the statutory powers authorized in NDCC 23-35-08 and 23-35-09, has the authority and enforcement authorization to order an owner or occupant of real property to remove or abate a nuisance, source of filth, or cause of sickness, and if the owner or occupant fails to comply, may thereafter remove or destroy the nuisance, source of filth, or cause of sickness at the expense of the appropriate city or county, which entity shall charge the expense against the lot, piece, or parcel of land on which the action is taken;

WHEREAS, the City of Minot has the authority, when ordered or requested by the First District Health Unit, to address circumstances within the corporate city limits, and/or within the two mile extraterritorial zoning areas, requiring the abatement and removal of nuisances, sources of filth, and causes of sickness when necessary to protect the public health and safety, but does not have the specific statutory authority to levy taxes, assessments, and/or special assessments against real property located outside of the corporate city limits, with this power being reserved to Ward County;

AND WHEREAS, the City of Minot, Ward County, and the First District Health Unit therefore desire to enter into a written Agreement resolving matters of abating and removing nuisances, undertaking actions to clean up or destroy the nuisance, source of filth, or cause of sickness, at the expense of the appropriate city or county, and to implement a procedure where, when the City of Minot conducts actions of clean-up or abatement of the nuisance, source of filth, or cause of sickness within one-half mile [804.67 meters] of the municipal corporate limits, the expenses incurred for these actions shall be timely forwarded to Ward County, North Dakota, for assessment, collection, and ultimate disbursement back to the City;

NOW, THEREFORE, IN ACCORDANCE WITH ALL OF THE FOREGOING RECITALS, THE CITY OF MINOT, WARD COUNTY, AND FIRST DISTRICT HEALTH UNIT, ALL HEREBY AGREE AS FOLLOWS:

1. This Agreement is made and entered into, to be effective as of the ____ day of _____, 2013, by and between the City of Minot, Ward County, and First District Health Unit, more specifically identified as follows:

City of Minot, North Dakota, a municipal corporation, with its offices located at 515 2nd Avenue Southwest, PO Box 5006, Minot, North Dakota, 58702-5006,

and

The County of Ward, a political subdivision of the state of North Dakota, acting by and through its Board of County Commissioners, whose office is Courthouse, 315 3rd Street SE, Minot, North Dakota, 58701,

and

The First District Health Unit, a political subdivision of the state of North Dakota, acting by and through its Board, whose office is 801 11th Avenue SW, Minot, North Dakota, 58701.

2. The above-named parties specifically agree that the purpose and general objective of this written Agreement relates to the authorization, enforcement, and assessment determinations to be made with respect to abating and removing nuisances, sources of filth, and causes of sickness which affect the public health and safety in those areas which are located within the extraterritorial zoning authority or extraterritorial police power authority for Minot, North Dakota. In these respects, it is agreed between the parties that First District Health Unit shall exercise all powers and authority granted to that entity in NDCC 23-35, and that when and where appropriate, First District Health Unit may remove or destroy nuisances, sources of filth, or causes of sickness, at the expense of the appropriate city or county, with First District Health Unit ordering or requesting the appropriate city or county to address the circumstances requiring the abate-

ment and removal of the nuisance, source of filth, or cause of sickness where necessary to protect the public health and safety. In these respects, the First District Health Unit shall conduct or carry out this function in accordance with the following:

- (a) With regard to those circumstances requiring abatement or removal within the first one-half mile of the extraterritorial area outside the corporate city limits, First District Health Unit may order or request the removal or destruction of the nuisance, source of filth, or cause of sickness at the expense of the City of Minot, North Dakota, with the City of Minot thereafter charging such expenses against the real property upon which the work is done to Ward County, North Dakota, which county entity shall subsequently levy and assess against the real property the cost of the removal or destruction of the nuisance, source of filth, or cause of sickness affecting the public health and safety. These levies and assessments shall be determined and enforced in a timely fashion through the lawful and statutory procedures required of the County by North Dakota state law. The parties further agree that any levies or assessments imposed by the County for actions undertaken in accordance with this Joint Powers Agreement between the City, County, and First District Health Unit, shall be imposed, collected, and thereafter ultimately disbursed to the City of Minot for reimbursement of the costs and expenses incurred by the City with respect to the real property on which the abatement or remedial action was undertaken. Both the City and the County agree that any assessments imposed by Ward County, following timely written submission by the City of Minot, North Dakota, shall be lawfully approved by the governing body, and following appropriate determination, shall be recorded, collected, and paid as other taxes are recorded, collected, and paid. Recognizing that the City of Minot has an extensive number of homes within the corporate city limits which were severely damaged by the flood event of 2011, and which circumstances will require considerable time and effort on the part of the City for the abatement or remedial action with regard to these structures, all three parties to this agreement concur in the determination that the City's abatement or remedial actions will be limited to those areas located in the first one-half mile of the extraterritorial jurisdiction outside the City's corporate limits.
- (b) With regard to those circumstances requiring abatement or removal of a nuisance, source of filth, or cause of sickness affecting the public health and safety located within the remaining one and one-half miles of the extraterritorial area past the first one-half mile from the City of Minot's corporate city limits, these abatement and removal actions shall be conducted by and at the expense of Ward County, North Dakota, with Ward County thereafter charging such expenses against the real property upon which the work is done through the lawful and statutory procedures required of

the County by North Dakota state law. Any levies or assessments imposed by the County for these actions shall be lawfully approved by the governing body of Ward County, and following appropriate determination, shall be recorded, collected, and paid as other taxes are recorded, collected and paid to the County. Similar to the procedures outlined in Paragraph (a) immediately above, efforts undertaken by the County to abate and remove nuisances, sources of filth, and causes of sickness which affect the public health and safety in those areas located in the one and one-half mile portion of the extraterritorial area described herein, shall be initiated and completed by the County following a request and order from the First District Health Unit for such abatement or remedial actions by the County.

3. The parties further indicate that this Agreement states the purpose of the Agreement, the power or powers to be exercised, and provides for the method by which the purpose sought shall be accomplished or the manner in which the power or powers above-referenced shall be exercised.

4. The City, the County, and the First District Health Unit indicate that this written Agreement, as specified herein, constitutes the entire Agreement between the parties. However, all three parties further indicate that this Agreement may be amended by further agreement of the parties in the same manner as the original Agreement was made, but that no waiver, consent, modification, or change of terms of this original Agreement shall bind the parties unless it is in writing and signed by the legal and lawful representatives of the three parties as indicated below.

5. The City of Minot, Ward County, and the First District Health Unit also agree that each party is responsible for its own acts and agrees to assume its own liability for those acts and consequences. Nothing in this Agreement, whether express or implied, is intended to alter, limit or otherwise modify the application of any governmental immunity, emergency immunity, discretionary immunity or any other immunities or defenses available under law to any of the three parties, including its officers, agents and employees. Any and all services or activities performed under or pursuant to this Agreement by any of the parties hereto shall be deemed for public and governmental purposes, and it is the intention of the parties hereto that all such privileges, protections, defenses, immunities, and damage limitations afforded by law shall extend to the services or activities performed hereunder.

6. Finally, the City, the County, and the First District Health Unit agree that this Agreement shall remain in effect until and unless it has been terminated in writing by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective the day and year first above written.

Attest:

CITY OF MINOT

Lisa Jundt, City Clerk

By: _____
Curt Zimbelman, Mayor

Attest:

COUNTY OF WARD

By: _____
Chairman

Attest:

FIRST DISTRICT HEALTH UNIT

By: _____
Board Chairman

THIS IS JUST A DRAFT – DISCUSS AT YOUR NEXT COMMISSION MEETING & DECIDE IF YOUR COUNTY WANTS TO PARTICIPATE AND HOW THEY WANT TO HANDLE FUNDS FOR JOINT MEETINGS – A FINAL DRAFT WILL BE PRESENTED AT THE NEXT ELMER JESME MEETING FOR PARTICIPATING BOARDS’ APPROVAL.

GUIDELINES OF THE **NORTHWEST OR NORTHCENTRAL / ELMER JESME JOINT MEETINGS OF THE BOARD OF COUNTY COMMISSIONERS**

Composition

The boards of county commissioners from the counties of Bottineau, Burke, Divide, McHenry, McLean, Mountrail, Pierce, Renville, Rolette, Sheridan, and Ward in North Dakota. (Region 2 NDACo consist of Bottineau, Burke, McHenry, Mountrail, Pierce, Renville and Ward) (Choose between Northwest or Northcentral / Elmer Jesme ?? for name ??)

Purpose

To maintain contact between the counties to discuss and act on common problems and issues confronting counties and to provide a networking tool amongst the counties.

Meetings

Regular meetings will be held the 4th Tuesday in February and August of each year at 10:00 A.M. at the Ward County Administrative Building at 225 3rd ST SE, Minot, ND 58701 or at a time and place mutually agreed upon. In odd years, a special meeting at a date and time set at the February meeting will be held after the legislative session.

Quorum

A quorum will consist of simple majority of the county commissioners that are in attendance at any given meeting.

Chair and Vice-Chair

The Chair shall be a member of the board of county commissioners from the county as specified below as selected by simple majority at the first joint meeting of each year.

The Vice-Chair shall be a member of the board of county commissioners from the county as specified below as selected by simple majority at the first joint meeting of each year.

Vacancies shall be filled in the same manner at the first meeting after the vacancy occurs.

<u>Year</u>	<u>Chair County</u>	<u>Vice-Chair County</u>
2023	Ward	Bottineau
2024	Bottineau	Burke
2025	Burke	Divide
2026	Divide	McHenry
2027	McHenry	McLean
2028	McLean	Mountrail
2029	Mountrail	Pierce
2030	Pierce	Renville
2031	Renville	Rolette
2032	Rolette	Sheridan
2033	Sheridan	Ward

Following the year 2033, rotation will start over in the same manner as listed above. (This may change if a county no longer wants to participate)

The Chair shall preside at the meetings of the joint boards of county commissioners. The Vice-Chair shall preside and perform the duties of the Chair in the absence of the Chair.

Secretary

The Secretary shall be the county auditor from the Chair County as specified above. The county auditor from Vice-Chair County as specified above will serve as Secretary in the absence of the county auditor from the Chair County.

The Secretary shall send notice of all meetings along with the meeting agenda to the county auditors and county commissioners, post public meetings in accordance to North Dakota open meeting laws, keep the minutes of all meetings and perform such other secretarial duties as may arise from time to time.

As the meetings conducted are joint meetings of the boards of county commissioners, each county auditor is responsible to post a public meeting notice in accordance with North Dakota open meeting laws and to keep an accurate record of the official proceedings for their respective board of county commissioners in accordance to North Dakota Century Code 11-13-02(1).

Treasurer

As of 3/2/2023, the Elmer Jesme Conference of Counties has a fund balance of \$2,518.56.

Option 1 – Deposit funds with NDACo under Region 2 NDACo and adjacent participating counties – can use our own guidelines for meetings and would be able to use NDACo sales tax exemption number (Spoke to Aaron Birst – willing to work with counties to set up and would be minimal charge, if any)

Option 2 – Leave funds in current bank account – would we need to organization in accordance to NDCC 11-11-14, 11-10-24/1-33 ?? **Check with your States' Attorney on legality of expending funds in accordance to NDCC 11-11-14, 11-10-24/10-33 for the joint meetings of the boards – we will need to decide on option.

The Treasurer shall be a county auditor of one of the affiliated counties selected by simple majority vote at the first meeting of the joint boards of county commissioners. The Treasurer will remain the same until changed by mutual agreement by the boards of county commissioners.

The Treasurer shall receipt all monies and make payments in a timely manner (If with NDACo would send monies and invoices directly to NDACo – there would be no need to have checks – could just use a county credit card for expense(s) and submit invoice to NDACo for reimbursement.). The Treasurer shall provide a year to date financial report at each meeting and submit a year-end financial report to each county auditor.

Expenses of the Joint Boards of County Commissioners

Any and all expenses for lunches, speakers, rent, etc. shall be shared equally amongst the counties if the expense is in excess of the account balance. A billing will be sent out by the Treasurer to each county auditor for their pro-rata share of expenses. (Dues could be paid if done in accordance to NDCC – just need to decide if we operate through NDACo. Years ago the organization operated through Souris Basin Planning Council)

Approval of guidelines and to participate in the Northcentral or Northwest ?? / Elmer Jesme joint meetings of the county commissioners passed by each county as follows:

Signature

Date

Chair, Bottineau County Commission

Signature

Date

ATTEST: Bottineau County Auditor

Signature

Date

Chair, Burke County Commission

Signature

Date

ATTEST: Burke County Auditor

Signature

Date

Chair, Divide County Commission

Signature

Date

ATTEST: Divide County Auditor

Signature

Date

Chair, McHenry County Commission

Signature

Date

ATTEST: McHenry County Auditor

Signature

Date

Chair, McLean County Commission

Signature

Date

ATTEST: McLean County Auditor

Signature

Date

Chair, Mountrail County Commission

Signature

Date

ATTEST: Mountrail County Auditor

Signature

Date

Chair, Pierce County Commission

Signature

Date

ATTEST: Pierce County Auditor

Signature

Date

Chair, Renville County Commission

Signature

Date

ATTEST: Renville County Auditor

Signature

Date

Chair, Rolette County Commission

Signature

Date

ATTEST: Rolette County Auditor

Signature

Date

Signature

Date

Chair, Sheridan County Commission

ATTEST: Sheridan County Auditor

Signature

Date

Chair, Ward County Commission

Signature

Date

ATTEST: Ward County Auditor

Original filed with Ward County Auditor this _____ day of _____, 2023.

Signature

Ward County Auditor



Auditor / Treasurer's Office

To: Commissioners
From: Marisa Haman/Auditor-Treasurer
Date: April 4th, 2023
Re: Opioid remediation funds

Action requested: Direction in how to proceed with received funds.

As of March 30th, 2023 we have received \$46,962 in opioid litigation settlement funds. Attached are guidelines as to how these funds can be utilized.

Exhibit E
List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Exhibit G Participants may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) /Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B

Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).

7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

MEETING ROOM RENTAL AGREEMENT AND CONTRACT

FOR OUTSIDE ENTITY USE

Ward County facility needs will take priority over all other reservations. Ward County reserves the right to cancel any rental agreement.

MEETING ROOM SPACE DESCRIPTION:

Room Number	Description	Chairs Only	Chairs with tables (2 chairs/table)
Room 105 Priority use - Veteran Service Organizations	Has small counter space with sink	44	10 tables with 2 chairs at each
Room 106	TV & Audio availability	72	15 tables with 2 chairs at each
Room 108	Has kitchen access - TV & Audio availability	72	15 tables with 2 chairs at each

Overall total tables and chairs available for use- 30 tables and 93 chairs. Maximum occupancy determined by the Fire Marshall is XXXXXX.

KITCHEN USE:

Oven and dishwasher only to be used during regular business hours of 8:00am-4:30 pm Monday - Friday. Do not leave items air drying in sinks or dishes in dishwasher. It is your responsibility to clean up after yourself.

ELIGIBILITY OR GROUPS OR ENTITIES:

Use of meeting space is prioritized for County related events/meetings. Meeting space may be reserved by other governmental related organizations. By making meeting space available, Ward County does not in any way constitute an endorsement of the group's policies, beliefs or activities.

AVAILABILITY:

Rooms are available only during days the Administration Building is open to public.

Regular building hours are as follows:

Monday-Friday 8am-6:30 pm and Saturday 9am-2pm

MEETING ROOM RATES:

Room 105, 106 or 108 individually

Two Hours: \$50.00, each additional hour or partial, \$10.00 per hour.

Two or more rooms together

Two Hours: \$100.00, each additional hour or partial, \$10.00 per hour.

Rental fees must be paid to Auditor/Treasurer within 5 business days of meeting room reservation. If payment is not received within 5 business days, the reservation will be cancelled.

CANCELLATION:

If Ward County initiates meeting room cancellation the rental fee will be refunded in full. Renter will be issued a refund as long as the meeting is cancelled at least two (2) weeks prior to the event. \$20 will be deducted from the rental fee for processing the refund. Refund checks will be processed within 60 days of cancellation.

USE OF ELECTRONIC EQUIPMENT:

Arrangements for use of electronic equipment (i.e. projection screens, microphones, power point hook-ups-etc.) must be made at least 24-48 hours prior to your scheduled meeting. Phones are not available. Technical support will not be available unless previously scheduled with a county department.

REASONABLE CARE IN USE OF PREMISES:

Groups shall use reasonable care in its use of the Ward County premises and shall observe reasonable precautions to avoid damage to the Ward County premises. Groups shall not use the premises in any manner that poses an unnecessary hazard to the building or its occupants. If any damage to the building, property or equipment is caused by the group, the group shall be liable for the cost of such repairs or replacements as are necessary. Any damage or equipment issues should be reported immediately to Ward County staff. Nothing should be attached to the walls, ceiling or any fixtures. No candles or confetti are allowed. Alcohol is prohibited on County Campus.

SETUP AND CLEAN UP:

Allow for set up and clean up time when making a reservation. Renters are responsible for set up and will assure room is returned to its original cleanliness and arrangement.

I HAVE READ THE ENCLOSED INFORMATION AND AGREE TO ABIDE BY WARD COUNTY MEETING ROOM POLICIES AND AGREEMENT AND THIS CONTRACT.

Group_____

Signed_____ Date_____

MEETING ROOM REQUEST FORM

Contact Name: _____

Group Name: _____

Phone: _____ Fax: _____

E-Mail: _____

Street Address: _____

City	State	Zip
------	-------	-----

Date Requested: _____ Time Requested: _____

Event Type: _____
(IE., committee meeting, board meeting, lecture, workshop, etc.)

Meeting Room(s) # Requesting: _____

Amount Due:

Total hours fee _____ total cost for hours
(\$50.00/\$100.00 plus additional hours @ \$10.00 per hour or partial)

Payment types accepted are Cash or Check.

PLEASE MAKE PAYMENT TO:
WARD COUNTY TREASURER
PO BOX 5005
225 3RD ST SE
MINOT, ND 58701

SIGNED: _____ DATE: _____