

AGENDA FOR THE BOARD OF WARD COUNTY COMMISSIONERS

Tuesday, October 3, 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 Regular Commission Meeting on September 19, 2023; Public Hearing on September 19, 2023; and Special Meeting on September 26, 2023
3. Review and approve the regular bills totaling \$810,492.67 and HS Zone direct cost bills totaling \$5,643.30
4. Public Hearing - Doug Diedrichsen
 - A.) Special Use Permit – Don Aasen
5. Major Paul Olthoff – Detention Center
 - A.) Contract with Sandra Reinhardt for teaching the Correctional Medial Training
 - B.) Intergovernmental Agreement
6. Noreen Wilkie – Director of Tax Equalization
 - A.) Tax Roll Adjustments and items for consideration
7. Doug Diedrichsen, Planning and Zoning Administrator
 - A.) Plat Applications
8. Derrill Fick, Ward County Weed Control Officer
 - A.) ARPA Fund change request
9. Lolly Gorze – Human Resources Director
 - A.) Pay Amendments
 - B.) Title VI – Meeting requirements
 - C.) Open Enrollment
 - D.) New Dental Proposal
10. Marisa Haman – Auditor/Treasurer
 - A.) Receive and file the following correspondence: NDSF memo dated September 20, 2023
 - B.) Memorandum from Moore Engineering, Inc. dated September 25, 2023 regarding ARPA Project No. 67
 - C.) Opioid remediation funds
 - D.) Galusha Ranch Paving Project – Screening Committee Recommendation and Resolution
 - E.) Set minimum sales price for foreclosed properties
 - F.) Final Budget review
 - i. Motion 1
 - ii. Motion 2
 - iii. Motion 3
 - G.) Board opening – set interview

Personnel meeting immediately following Commission meeting

Minutes of the Board of Ward County Commissioners
September 19, 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 Brian Vangsness, Dana Larsen, Emily Burkett, Jason Blowers, Jodi Johnson, Kelly Haugan, Kerriane Boetcher, Kristin Kowalczyk, Lolly Gorze, Marisa Haman, Noreen Wilkie, Robert Roed, and Roza Larson.

Moved by Comm. Rostad, seconded by Comm. Anderson to approve the agenda with the addition of a raffle permit for St. Mary's Catholic Church added to item 8D. Roll call; all voted yes; motion carried.

Moved by Comm. Weppler, seconded by Comm. Olson to approve the minutes from the Regular Commission Meeting on September 5, 2023 and the Special Commission Meeting on September 11, 2023. Roll call; all voted yes; motion carried.

Moved by Comm. Anderson, seconded by Comm. Rostad to approve the regular bills totaling \$1,054,062.13 and HS Zone direct cost bills totaling \$27,523.24. Roll call; all voted yes; motion carried.

Tom Alexander, Executive Director of Minot Housing Authority, appeared to speak to the Minot Housing Authority PILOT project. Mr. Alexander stated MHA has 249 public housing units with 40 of those units being homes scattered throughout the city of Minot (209 units are in Milton Young Towers). HUD is encouraging repositioning of the public housing stock by selling the 40 public homes and to develop a new housing unit.

Dan Madler, CEO of Beyond Shelter, Inc., appeared to discuss the PILOT project as well. Beyond Shelter, Inc. is partnering with MHA and Mr. Madler stated there will be a transfer of rental assistance of the 40 home units to the new housing stock, thereby putting the 40 homes back on the tax roll, creating tax revenue. The location chosen for the project is northwest Minot close to the new high school with lots of amenities nearby. This PILOT project is slated to last for 17 years.

Mr. Madler stated the 40 units MHA owns have been tax exempt but MHA has paid Minot a payment in lieu of taxes. For 2022, this payment was \$2,300.00 split between the city, county, and school district, or approximately \$39,000.00 over 17 years. With transferring the PILOT from the existing 40 units to new the new project, the payment will be approximately \$237,000.00 over 17 years, which is around \$13,941.00 per year. Any deed encumbrances on these 40 homes will be removed and the property will be free and clear. Rental restrictions will be transferred to the new project and the new project will be deed-restricted and will have to stay as affordable housing. The total development cost of this project is approximately 24 million dollars. Projected assessed value of the new project is

\$16,560,000.00. After 17 years, Minot Housing Authority will have 100% control of the property which will be tax exempt. Support from all 3 taxing jurisdictions is needed for the project to move forward.

Brian Billingsly, Community and Economic Development Director for Minot, appeared to state the deadline for answering the letter regarding participation with the Minot PILOT program is September 27, 2023.

Moved by Comm. Weppler, seconded by Comm. Anderson to approve the PILOT incentive program as presented. Roll call; Comm. Weppler, Olson, and Rostad voted yes; Comm. Anderson and Fjeldahl voted no; motion carried.

Jason Blowers, Information Technology Director, appeared regarding the additional cost for the Electro Watchman updates to include additional panic buttons and two card readers.

Moved by Comm. Rostad, seconded by Comm. Anderson to pay the Electro Watchman, Inc. bills in the amount of \$1,089.76 and \$1,577.14 from the Commissioner Contingency Fund. Roll call; all voted yes; motion carried.

Ms. Haman verified that if any ARPA dollars remain at end of allocation, the above amounts will be put back into Commissioner Contingency Fund from the ARPA account.

Dana Larsen, Ward County Highway Engineer, informed the Commission know that the SW & SE Connector Corridor Study in Ward County received the 2023 American Council of Engineering Companies of North Dakota Engineering Excellence Award in the Studies, Research, and Consulting Engineering Services category.

Mr. Larsen then spoke to the Des Lacs Cemetery Wall Stabilization project. The estimated cost for this project was around \$150,000.00 with \$115,000.00 in ARPA funds budgeted. The bids recently came in extremely high with the lowest bid at \$400,000.00. Mr. Larsen stated alternate options for stabilizing the wall will need to be looked at.

Moved by Comm. Rostad, seconded by Comm. Weppler to reject the bids from the September 12, 2023 Bid Opening for the Wall Stabilization Project near Des Lacs, ND. Roll call; all voted yes; motion carried.

Lolly Gorze, Human Resources Director, appeared with the following pay amendment: G. Weiland, Juvenile.

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

Auditor/Treasurer Marisa Haman appeared.

Moved by Comm. Olson, seconded by Comm. Rostad to pull the Ward County Sheriff's Department letter but to receive and file the following correspondence: Letter from City of Minot dated September 5, 2023; letter from North Dakota Department of Transportation dated September 7, 2023; Economy at a Glance dated September 2023. Roll call; all voted yes; motion carried.

The Sheriff's Department submitted a letter requesting to have Ward County facilitate receipt of dues from LE agencies and make payment of dues to The Law Enforcement Range under the Ward County DUNS number.

Moved by Comm. Weppeler, seconded by Comm. Olson to facilitate payment through Ward County as requested. Roll call; all voted yes; motion carried.

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

Moved by Comm. Rostad, seconded by Comm. Weppeler to approve the Joint Powers Agreement for Purchasing for 9-1-1 fees regarding NDACo fee collection. Roll call; all voted yes; motion carried.

Moved by Comm. Olson, seconded by Comm. Weppeler to approve the Raffle Permits for Minot AFB Company Grade Officers Council and St. Mary's Catholic Church. Roll call; all voted yes; motion carried.

At 10:09 AM with no further business, the meeting was adjourned.

Minutes of the Budget Public Hearing of the Board of Ward County Commissioners
September 19, 2023

The Budget Public Hearing of the Ward County Commission was called to order by Chairman Fjeldahl at 7:00 PM with Commissioners, Anderson, Olson, Rostad, and Weppler present. Also present were department heads Dana Larsen, Jason Blowers, Kelly Haugan, Kerrienne Boetcher, Kristin Kowalczyk, Lolly Gorze, Marisa Haman, Noreen Wilkie, and Robert Roed.

Auditor Marisa Haman gave a summary 2024 Preliminary Budget. Total overall budget of \$57,853,228.00 which is an increase of \$977,339.00. The value of a mill is 371,330.00. Overall levy is 61.11, estimated cash on hand is \$14,850,175.00, cash reserve at \$10,487,017.00, and other revenue \$31,483,334.00. Total dollars levied \$22,006,736.00.

Moved by Comm. Weppler, seconded by Comm. Anderson to open a public hearing on the 2024 Ward County Budget at 7:01 PM. Roll call; all voted yes; motion carried.

Larry Bellew, Minot, appeared and spoke about his 2023 tax estimate. Mr. Bellew stated taxes are increasing too fast and too much, with his county taxes increasing 9.82% and overall total tax increase of 6.44%, which amounts to an increase of \$366.87. Mr. Bellew stated many homeowners, including him and his wife, are living on a fixed income, and he is asking the Commission to consider retired, fixed income people when doing final budgeting. Mr. Bellew also questioned funding the Assiniboine River Basin, Garrison Diversion, Souris River Joint Board, and Water Resources as well as the large amount given to the North Dakota State Fair.

Sherry Jensen, Douglas, who owns property in Burlington, questioned her 11-acre increase of 232%, in which property has been valued as residential for 2023. This land is unlivable and there is not an accessible road through the property. She also questioned funding the North Dakota State Fair at \$400,000.00 and Project Bee funding.

Dave Kohlman, Minot, appeared to ask for clarification on an issue. He understands taxes and that they need to be paid. His actual taxes went up 77% with the Sawyer School taxes going up 74% and is confused regarding this. There was a prior exemption on the property which would account for some of that increase. Mr. Kohlman was advised to speak with the Tax Equalization office.

Mike Blessum, Minot, appeared to speak regarding tax increases. He stated his home value increased 14% since 2014 but his property tax has gone up 78%. Mr. Blessum stated he is a business owner and he does all he can to help his staff be able to stay in the area with salary increases. As a middle-aged person, Mr. Blessum states he can find a way to figure out how to pay the increasing tax bill, but elderly on a fixed income cannot, and possibly risk losing their homes through taxes. He states the elderly need help.

Jeff Case, Minot, spoke to his home value increasing approximately 100% since about 2014. Mr. Case stated his property tax last year went up about 48% from 2021 with a projection to be up another \$300.00 for 2023. He states he is dealing with inflation just like everyone else is. Mr. Case is on a somewhat fixed income but is still working part time at 73 years of age to cover costs. He stated just this morning he called his long-term insurance company to cut his nursing home benefits in half due to not being able to pay over \$4,000.00 a year. Mr. Case stated he has to cut costs and he is hoping that Ward County and Minot can cut costs as well.

Scott Samuelson of Minot appeared and stated he has a lot invested in Minot and Ward County as his family moved to Minot in 1989 and he raised his family here. He stated he spoke at the hearing last year about Garrison Diversion, NDSF, and other items which he felt were not needing to be funded. Mr. Samuelson feels there is no local control and that it is time to tell the State of North Dakota to step up. He feels the State wastes billions of dollars but leaves young kids and elderly people on fixed incomes struggling to make ends meet. He believes this is driving people out of Minot and North Dakota and he wants the State to step up.

Steve Moen of Minot appeared. He stated he moved to Minot the year of the flood and since 2013, property taxes have doubled from approximately \$1,800.00 to \$3,800.00. In 2020, he bought 2 vacant lots full of weeds that were in the flood plain. Mr. Moen stated these two flood plain lots were recently zoned commercial and his taxes went up. He is questioning how flood plain land can be zoned as commercial as well as go up in value from \$8,000.00 to \$10,000.00. Mr. Moen also stated the farmer across the river has 70 acres of land and pays \$12,000.00. Mr. Moen pays \$20/acre but the farmer pays \$1.68/acre. He states there is no fairness in that. Mr. Moen feels the same as Mr. Samuelson, that we need to start over from scratch.

Moved by Comm. Anderson, seconded by Comm. Olson to close the public hearing at 7:36 PM. Roll call; all voted yes; motion carried.

Discussion on getting rid of property tax and the need to provide essential services. Sherry Jensen spoke to people becoming informed on the budget to see how the money is spent. Mike Blessum did ask that the Commissioners read the measure to make sure everything is understood before making a public comment regarding the measure. Mr. Blessum also spoke to non-profits who are getting privileged positions and receiving funding from both the city and the county, thus making individuals less likely to support these areas on their own due to paying their taxes which already include money going to these non-profits. The Commissioners were complimented for listening to the speakers tonight and asking questions.

Further discussion on salaries and funding requests by non-profits and such. There are many requests that go unfunded or are reduced by the Commissioners due to the large volume of requests received. Garrison Diversion will be looked into further. The Souris River Joint Board was not funded until 2012, after the flood.

The feasibility of the State of North Dakota taking over taxes was touched on as well as the fact that there is not much local control regarding taxes. The numbers need to be looked at and people need to be informed and vote without fear.

A Special Meeting has been scheduled for Tuesday, September 26, 2023 at 9:00 AM for further budget discussions.

At 8:07 PM with no further business, the meeting was adjourned.

Special Meeting of the Board of Ward County Commissioners
September 26, 2023

The Special Meeting of the Ward County Commission was called to order by Chairman Fjeldahl at 9:00 AM with Commissioners, Anderson, Olson, Rostad, and Weppler present. Also present were department heads Brian Vangsness, Dana Larsen, Emily Burkett, Kelly Haugan, Kerianne Boetcher, Kristin Kowalczyk, Lolly Gorze, Marisa Haman, Noreen Wilkie, Robert Roed, and Roza Larson.

Auditor Marisa Haman had no changes to present.

Discussion on the two new positions for Corrections. These positions amount to approximately \$175,000.00 with salary and benefits. Major Paul Olthoff, Detention Center, spoke stating he has 8 openings and has been unable to get applicants. He is okay with whatever the Commission decides regarding the positions.

Moved by Comm. Olson, seconded by Comm. Anderson to remove the two jail positions from the budget. Roll call; all voted yes; motion carried.

It was discussed that the Emergency Fund of \$700,000.00 is not levied anymore and is only being maintained.

Moved by Chairman Fjeldahl, seconded by Comm. Olson to remove funding for Assiniboine (\$7,500.00), Project Bee (\$34,850.00), Visit Minot (\$60,000.00), and to reduce the North Dakota State Fair by \$100,000.00 for a total reduction in the budget of \$202,350.00. Roll call; Chairman Fjeldahl, Comm. Olson, Anderson, and Weppler all voted yes; Comm. Rostad voted no; motion carried.

Clarification was made on the reduction of mills for the Highway Department in prior meeting.

Ms. Haman stated the levy stands now at 60.07 with the above changes, an overall increase of only 0.71 from last year.

Further discussion on salaries and travel expenses for each department. The Commissioners would like each department to see if there are any other cuts that can be made. Approximately \$260,000.00 needs to be trimmed to keep the budget the same as last year.

At 9:52 AM with no further business, the meeting was adjourned.

REGULAR COMMISSION MEETING 10/03/2023 BILL LIST

GENERAL BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
	BEKKA'S BUTTONS	PATCHES (9)--JUVENILE DETENTION	\$ 45.00
	BERTHOLD CITY	ARPA PROJ #62 WATER/SEWER PROJ. - KEMPER CONST. #91 9/30/22--COMMISSIONERS	8,800.00
	BERTHOLD CITY	ARPA PROJ #62 WATER/SEWER PROJ. - MOOR ENG. #31063 8/29/22--COMMISSIONERS	35,535.00
	BERTHOLD CITY	ARPA PROJ #62 WATER/SEWER PROJ. - MOOR ENG. #31376 9/28/22--COMMISSIONERS	25,440.00
	COLE PAPERS INC	FEMININE PRODUCTS--FACILITY MANAGEMENT	163.38
	COLE PAPERS INC	FEMININE PRODUCTS JAIL--FACILITY MANAGEMENT	163.38
	COLE PAPERS INC	BLACK CAN LINERS--FACILITY MANAGEMENT	180.00
	DACOTAH PAPER CO	GLOVES--FACILITY MANAGEMENT	299.04
	EISENZIMMER, GRANT J	OVERNIGHT TRAVEL PER DIEM TRAINING RENO 9/10/23-9/14/23--SHERIFF	279.60
	ELECTRO WATCHMAN INC	WIRELESS PANIC BUTTON PARTS/LABOR--COMMISSIONERS	1,089.76
	ELECTRO WATCHMAN INC	READER W/KEYPAD PARTS/LABOR--COMMISSIONERS	1,577.14
192251	ENERBASE FARMERS UNION/CENEX	FUEL--SHERIFF	11,009.83
	FERGUSON ENTERPRISES INC #1657	3/4 PVC ADAPTER--FACILITY MANAGEMENT	2.61
	HAUGAN, KELLY J	OVERNIGHT MILEAGE CONF. BISMARCK 9/11/23-9/14/23--EMERGENCY MANAGEMENT	140.18
	HIGH POINT NETWORKS	EXCHG RESTORE DELETED ITEMS--IT	112.50
	JOB SERVICE NORTH DAKOTA	LATE PENALTY UNEMPLOYMENT TAX - Q2 2023--HUMAN RESOURCES	25.00
	KEYCARE PHARMACY	RX--JAIL OPERATIONS	31.51
	KOSSAN, KENTON	OVERNIGHT MILEAGE CONF. BISMARCK 9/12/23-9/14/23--EMERGENCY MANAGEMENT	140.18
	LEHNER, MADISON C	OVERNIGHT TRAINING PER DIEM BISMARCK 8/30/23-9/1/23--SHERIFF	66.00
	MARCO TECHNOLOGIES, LLC NW7128	CISCO FIREPOWER MGT CENTER VMWARE--IT	278.20
	MARCO TECHNOLOGIES, LLC NW7128	COLOR PRINT OVERAGE --SHERIFF	329.56
	MARCO TECHNOLOGIES, LLC NW7128	CISCO FPR2110 THREAT DEFENSE, MALWARE, URL 3-YRS--IT	11,283.68
	MARCO TECHNOLOGIES, LLC NW7128	CISP AMP FOR END POINTS--IT	27,455.00
192318	MDU - BISMARCK OFFICE	GAS 425 BLDG--FACILITY MANAGEMENT	21.75
192252	MDU - BISMARCK OFFICE	GAS CO. NORTH BLDG--FACILITY MANAGEMENT	22.50
192318	MDU - BISMARCK OFFICE	GAS ADMIN BLDG--FACILITY MANAGEMENT	104.07
192318	MDU - BISMARCK OFFICE	GAS COURTHOUSE--FACILITY MANAGEMENT	126.42
192318	MDU - BISMARCK OFFICE	GAS 900 BLDG--FACILITY MANAGEMENT	239.41
192318	MDU - BISMARCK OFFICE	GAS JAIL BLDG SUP. --FACILITY MANAGEMENT	366.29
192318	MDU - BISMARCK OFFICE	GAS JAIL--FACILITY MANAGEMENT	1,093.14
192253	ND DEPT HUM SERV	INMATE MEDICAL 02/28/2022 PAID 4/5/22 188398--JAIL OPERATIONS	(2,456.87)
192253	ND DEPT HUM SERV	INMATE MEDICAL 02/28/2022--JAIL OPERATIONS	6,827.07
	RELANCE TELEPHONE OF GRAND FORKS INC	PHONE CARDS--INMATE TRUST (COMMISSARY)	200.00
	RIVERSIDE TECHNOLOGIES, INC	3-YR WARRANTIES (9)--IT	1,215.00
	RIVERSIDE TECHNOLOGIES, INC	ELITEBOOKS HP 860 G9 16" (9)--IT	13,491.00
	ROCHESTER ARMORED CAR CO INC	ARMORED CAR SERVICE--AUDITOR AND TREASURER	501.20
	SUMMIT FOOD SERVICES LLC	INMATE MEALS - AUG. 2023--JUVENILE DETENTION	1,103.76
	SUMMIT FOOD SERVICES LLC	INMATE MEALS - AUG. 2023--JAIL OPERATIONS	46,827.18
	TURNKEY CORRECTIONS	INDIGENT SUPPLIES--INMATE TRUST (COMMISSARY)	154.05
	UNITED MAILING SERVICES INC	SERVICES--EXTENSION SERVICE	31.72
	UNITED MAILING SERVICES INC	SERVICES--HUMAN SERVICES	42.25
	UNITED MAILING SERVICES INC	SERVICES--HUMAN SERVICES	50.59
	UNITED MAILING SERVICES INC	POSTAGE--HUMAN SERVICES	115.44
	UNITED MAILING SERVICES INC	POSTAGE--HUMAN SERVICES	145.03
	UNITED MAILING SERVICES INC	SERVICES--GENERAL	155.03
	UNITED MAILING SERVICES INC	POSTAGE--GENERAL	563.06
	WESTERN AGENCY INC	ADD 2023 RAM 1500 - SHERIFF--INSURANCE	714.00
	WILKIE, NOREEN A	OVERNIGHT TRAVEL MTG PER DIEM/MILEAGE BISMARCK 9/12/23-9/14/23--TAX	176.18
	WOODWORTH LAW OFFICE PLLC	MENTAL HEALTH ATTY FEES 8/14/23-9/14/23--GENERAL	450.00
	WOOSTER, NICHOLAS H	GALLS--CLOTHING ALLOWANCE--PANTS--SHERIFF	60.34
192254	XCEL ENERGY	ELECTRICITY SOO LINE PARKING LOT--FACILITY MANAGEMENT	43.01
192254	XCEL ENERGY	ELECTRICITY 900 BLDG - COLD STORAGE--FACILITY MANAGEMENT	61.37
192254	XCEL ENERGY	ELECTRICITY 900 BLDG--FACILITY MANAGEMENT	1,385.75
	ZELANY, BLANE	REFUND FOR OVERPAYMENT ON 9/16/23 WEDDING RECEPTION--GENERAL	82.50
Total General Bills:			\$ 198,358.79

PARK BOARD BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
	MENARDS - MINOT	SUPPLIES-SPRAY PAIN/BUCKLE/SHACKLE	\$ 56.86
	MENARDS - MINOT	SUPPLIES-BOLT/LINK/BUCKLE	68.55
	MENARDS - MINOT	TP/RV MARINE/TABLETS/CLEANER	111.95
	XCEL ENERGY	ELECTRICITY - O.S. PARK PUMP 401 PARK RD	35.79
	XCEL ENERGY	ELECTRICITY - O.S. PARK 8711 PROJECT RD N	343.52
Total Park Board Bills:			\$ 616.67

ROAD/HIGHWAY BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
	A-1 EVANS SEPTIC TANK SERVICE	ROEN PIT PORTABLE 8/7,8/14,8/21,8/28	\$ 200.00
	ACME TOOLS GRAND FORKS	POWER BIT FOR PROJECT 1752	2.78
	BECHTOLD PAVING INC	HOT MIX FOR SEGMENT 1752	510.84
	BECHTOLD PAVING INC	HOT MIX PICK UP 09/18/23	991.98
	BECHTOLD PAVING INC	HOT MIX PICKED UP 9/20/23 FOR 1752	2,208.69
	BECHTOLD PAVING INC	HOT MIX PICK UP 09/19/23	2,896.74
	CHESAK SEED HOUSE	MULCH & FERTILIZER FOR SEGMENT 1752	4,711.60

	COMPUTER STORE INC	SWITCHES UPGRADE	3,190.00
	DAKOTA FLUID POWER INC	GATE ASSEMBLY FOR UNIT 42D	71.96
	DOUGLAS CITY	2023 SEWER SERVICE	180.00
	DYNAMIC SAWING AND CORING	CORE DRILL IN WALL	500.00
	FACTORY MOTOR PARTS COMPANY	BRAKE CLEANER FOR MINOT SHOP	58.08
	FARDEN CONSTRUCTION INC	BASE STABIL. & BITUM. OVERLAY CP140223 8/9/23-9/25/23	528,917.84
	GENERAL TRADING CO	SHOP TOWELS FOR MINOT	115.50
	GERDAU	1/2 STEEL ROUND ROD FOR UNIT 27	10.63
	LAWSON PRODUCTS INC	MISC. SHOP SUPPLIES	1,724.12
	MARCO TECHNOLOGIES, LLC NW7128	CONTRACT 9/11/23-9/10/24	960.73
	MDU - BISMARCK OFFICE	GAS 200 72ND ST SE BLDG E	29.55
	MDU - BISMARCK OFFICE	GAS KENMARE SHOP	53.27
192249	MDU - BISMARCK OFFICE	GAS 201 72ND AVE NE SHOP	63.90
	MDU - BISMARCK OFFICE	GAS 200 72ND ST SE BLDG A	211.04
	MDU - BISMARCK OFFICE	GAS 200 72ND ST SE BLDG D	238.84
	MENARDS - MINOT	3X7 POINTED POST FOR SEGMENT 1752	19.98
	MENARDS - MINOT	MISC. SHOP SUPPLIES FOR MINOT	97.60
	MENARDS - MINOT	HAMMER/T-FORM/SHOVEL FOR PROJECT 1402(23)	102.90
	MENARDS - MINOT	FERTILIZER SEG. 1752	129.90
	MENARDS - MINOT	FERTILIZER SEG. 1752	194.85
	MENARDS - MINOT	GRASS SEED FOR SEGMENT 1752	374.40
192313	OTTERTAIL POWER CO	ELECTRIC - DOUGLAS SHOP	98.69
	PARKLAND USA CORP DBA FARSTAD OIL	DIESEL/GASOLINE FILL AT MINOT YARD 9/19/23	30,890.29
	RDO/POWERPLAN	RENTAL CONTRACT-LOANER FOR 96A	81.09
	RDO/POWERPLAN	4000 HOUR SERVICE ON UNIT 135	4,066.81
	SWANSTON EQUIPMENT CO	SEEDER RENTAL SEG. 1752	200.00
	SWANSTON EQUIPMENT CO	HYDROLIC FLUID FOR UNIT 5203	295.08
	TEAM ELECTRONICS INC	16 CHANNEL RADIO FOR UNIT 135	769.00
	TRUENORTH STEEL	CULVERT SHIPMENT	25,403.04
	WILBUR-ELLIS COMPANY	GRASS SEED FOR SEGMENT 1752	831.30
192314	XCEL ENERGY	ELECTRICITY - BERTHOLD	29.09
192250	XCEL ENERGY	ELECTRICITY SHOP ST. LIGHTING	62.96
Total Road/Highway Bills:			\$ 611,495.07

VISION ZERO BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
	PATTERSON, KYLE D	DAY TRIP MILEAGE DLB SCHOOL MTG/MINOT AUD. PBR EVENT	\$ 22.14
Total Vision Zero Bills:			\$ 22.14

GRAND TOTAL \$ 810,492.67

WARD COUNTY HUMAN SERVICE ZONE

LISTING OF BILLS

BILLS PAID - October 3, 2023

ZONE BOARD REVIEW- October 17, 2023

HUMAN SERVICE ZONE

VENDOR	DESCRIPTION	AMOUNT
Lindsay Coca	Employee Travel	220.08
Ben & Sandra Davis	Medical Exp-Meds Not Covered	13.84
Amanda Garcia-Hughes	Employee Travel/FC Meal	108.95
Lab Corp	Paternity Test-AH & RH	76.00
Christine & Jared Lisman	FHRR-Mattress for Bunk Bed	101.03
Mountain Plains Youth Service	Minot-Shelter Care August	4680.00
Marissa Mutschler	Employee Travel	136.24
New Mexico Vital Records	Foster Child Birth Certificate	10.00
Shalisha Norton	Employee Travel/FC Meal	214.96
Trinity Hospital	Medical Exp-Meds Not Covered	82.20
TOTAL		5,643.30

**U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division**

**Office of Detention Services
Intergovernmental Agreement**

1. Agreement Number 59-13-0040	2. Effective Date	3. Facility Code(s) 8CY	4. UEI Number GC73VKJMZ4A9
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 rd Floor Washington, DC 20530-0001		6. Local Government Ward County Jail P.O. Box 907 Minot, ND 58702 Tax ID#: 45-6002248	
7. Appropriation Data 15-1020/XD	8. Local Contact Person: E-mail: Telephone:	Major, Paul Olthoff Paul.Olthoff@wardnd.com (701) 857-6535	
9. Services	10. Estimated Number of Federal Beds	11. Per Diem Rate	12. Period of Performance
This agreement is for the housing, safekeeping, subsistence, and care of Federal prisoners, in accordance with content set forth herein.	Male: 12 Female: 12 Juvenile: 0 Total: 24	\$90.00	Perpetual
13. Guard/Transportation Hourly Rate		14. Optional Guard/Transportation Services	
Guard/Transportation Hourly Rate: \$37.00 Mileage shall be reimbursed by the Federal Government at the current General Services Administration (GSA) Federal Travel Regulation Mileage Rate.		☒ Medical ☐ U.S. Courthouse ☐ JPATS ☒ Encompassed <u>VTC</u> ☐ Video Teleconferencing (VTC) Hearings ☐ Other _____	
15. Department of Labor Wage Determination			
☐ Wages Incorporated _____			
16. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		17. Signature of Person Authorized to Sign (Local) _____ Signature _____ Print Name _____ Title _____ Date _____	
18. Federal Prisoner Type Authorized ☒ Adult Male ☒ Adult Female ☐ Juvenile Male ☐ Juvenile Female ☐ Transgender	19. Other Authorized Agency User ☐ BOP ☒ ICE ☐ Other _____	20. Signature of Person Authorized to Sign (Federal) _____ Signature _____ Print Name _____ Title _____ Date _____	

Table of Contents

<u>Section Description</u>	<u>Page Number</u>
1. Authority	3
2. Purpose	3
3. Administration	3
4. Place of Performance	5
5. Agreements Specialist	5
6. Termination.....	5
7. Assignment and Outsourcing of Jail Operations	6
8. Medical Services	7
9. Affordable Care Act (ACA)	8
10. Receiving and Discharging of Federal Prisoners	8
11. Prisoner Work Program	9
12. Guard/Transportation Services to/from Medical Facility	10
13. Guard/Transportation Services to/from U.S. Courthouse	11
14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other.....	11
15. Video Teleconference Hearing within the Facility.....	12
16. Optional Guard Services to Video Teleconference Hearing within the Facility	12
17. Special Notifications	13
18. Body Worn Camera Information Requests	13
19. Restrictive Housing and Suicide Prevention.....	13
20. Prison Rape Elimination Act (PREA).....	14
21. PREA Prisoner Incident Reporting	15
22. Federal Acquisition Regulation (FAR) Agreement Provisions	15
23. Guaranteed Minimum Bed Space	16
24. Economic Rate Adjustments.....	16
25. Billing and Financial Provisions	18
26. Payment Procedures	18
27. Hold Harmless	19
28. Disputes.....	19
29. Review of Services	19
30. IGA Amendments	20
31. Litigation.....	20
32. The First Step Act.....	20
33. Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody ...	20

1. Authority

Pursuant to the authority, 106th Congress Public Law 553, Section 119 of the "Department of Justice Appropriations Act, 2001", this Intergovernmental Agreement (hereinafter referred to as "agreement") is entered into between the United States Marshals Service (USMS) (hereinafter referred to as the "Federal Government") and **Ward County Jail** (hereinafter referred to as "Local Government"), who hereby agree as described in this document.

2. Purpose

The Federal Government and the Local Government establish this agreement allowing the USMS or other authorized agency user as noted in block #19, page one (1) of this agreement to house individuals detained on federal charges or federal court orders (hereinafter referred to as "Federal prisoners") with the Local Government at the **Ward County Jail, P.O. Box 907, Minot, ND 58702** (hereinafter referred to as "the Facility") designated in block #6 on page one (1) of this agreement.

3. Administration (October 2021)

The Local Government shall provide for the secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Facility. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this agreement). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement. Full text of the FPBDS can be found at: <http://www.ASD.usmarshals.gov/prisoner/detention-standards.htm> as an additional reference source for best practices.

Ward County Jail shall comply with Congressional mandates, federal laws, Executive Orders, and all existing **Ward County Jail** policies. **Ward County Jail** shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.

The USMS ensures the secure custody, care, and safekeeping of USMS prisoners. Accordingly, all housing or work assignments, and recreation or other activities for USMS prisoners are permitted only within secure areas of the building or within the secure external recreational/exercise areas. All work assignments for unsentenced Federal prisoners must be voluntary.

The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief, or their designee and to the USMS Prisoner Operations Division (POD) at PODCoCInquiries@usdoj.gov.

At all times, the Federal Government shall have access to the Facility and to the Federal prisoners, and to all records pertaining to this agreement, including financial records, for a retention period of three (3) years from the date of request by the Federal Government.

The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.

The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.

The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.

The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.

The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.

The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate. The Local Government shall provide safe and clean space and items for proper prisoner hygiene.

The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.

The Local Government shall properly inventory, store, and return prisoner property upon release.

The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.

The Local Government shall prohibit discrimination on the basis of disability, race, gender, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.

The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners.

(End of Provision)

4. Place of Performance (May 2021)

The principal place of performance for this agreement shall be:

Ward County Jail
P.O. Box 907
Minot, ND 58702

(End of Provision)

5. Agreements Specialist (November 2021)

The Contracting Officer (KO) may designate in writing one or more government employees, by name and position title, to act for the KO under this agreement. Each designee shall be identified as an Agreements Specialist. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee(s) shall not change the terms or conditions of the agreement, unless the Agreements Specialist is a warranted KO, and this authority is delegated in the designation.

The Agreements Specialist is:

Name: Tiffani Eason
Title: Assistant Chief, Intergovernmental Agreements
Contact Information: 202-369-8611

(End of Provision)

6. Termination (May 2021)

The agreement can be terminated by either party for any reason. The requesting party, requester, seeking to terminate this agreement may do so by providing a written notice to the receiving party, requestee, at least thirty (30) calendar days in advance of the proposed termination date. An exception is made when an emergency situation requires the immediate relocation of Federal prisoners.

In order for the Local Government to initiate a termination of this agreement, the Local Government must:

- a. As noted in this section, paragraph one above, the Local Government shall provide the Federal Government via the KO or designee a written notification by email at least thirty (30) calendar days in advance of the potential termination date unless an emergency situation requires the immediate relocation of Federal prisoners.
- b. The Local Government shall provide adequate time, if applicable, for the Federal Government to transport and relocate Federal prisoners. Based on the number of Federal prisoners at the facility, a thirty (30) day notice may not be adequate to vacate the premises; thus, the Local Government shall agree to provide the Federal Government a reasonable time frame to exit the facility.
- c. The Local Government shall work with the Federal Government to locate alternative housing solutions for the Federal prisoners.
- d. The Local Government may not request rate or per-diem increases once the Local Government has provided a termination notice to the Federal Government and the Federal Government has acknowledged the receipt of before mentioned notice.

Where the Local Government has received a cooperative agreement through the POD's Cooperative Agreement Program, the cooperative agreement termination and other applicable provisions shall:

- a. be incorporated into this agreement;
- b. survive after the expiration of the cooperative agreement, and
- c. supersede the termination provisions of this agreement.

(End of Provision)

7. Assignment and Outsourcing of Jail Operations (May 2021)

The overall management and operation of the Facility housing Federal prisoners shall not be contracted out without the prior written notification of the Federal Government.

(End of Provision)

8. Medical Services (May 2021)

The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.

The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.

The Local Government shall notify the local USMS district office of any infectious disease outbreak.

The Local Government shall provide Federal prisoners with the same level and range of care **inside** the Facility as that provided to state and local prisoners. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal prisoners. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and any prescription medications routinely stocked by the Facility. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per-diem rate. The Federal Government will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal prisoners. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government shall utilize outside medical care providers that are covered by the USMS' NMCC Preferred Provider Network to the maximum extent practicable. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal prisoners must be on Centers for Medicare and Medicaid Services (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of [Title 18 U.S.C. Section 4006](#). The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.

All **outside** medical care provided to Federal prisoners must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. The Local Government shall notify the Federal Government immediately regarding the nature of the Federal prisoner's illness or injury as well as the types of treatment provided.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National*

Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails. TB testing shall occur with 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.

When a federal prisoner is being transferred or released from the Facility, they will be provided with a minimum of seven (7) days of prescription medications and any medications already dispensed to the prisoner. Medical records and Form USM-553, *Prisoner in Transit Medical Summary* must travel with the Federal prisoner. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal prisoner is transferred.

Federal prisoners may be charged a medical co-payment by the Local Government in accordance with the provisions of [Title 18 U.S.C. Section 4013\(d\)](#). The Federal Government is not responsible for medical co-payments and shall not be billed if the federal prisoner is indigent and cannot make the co-payment. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment.

(End of Provision)

9. Affordable Care Act (ACA) (May 2021)

Upon release of a Federal prisoner, the Local Government shall provide information regarding the Affordable Care Act (ACA). The ACA website is located at: <http://www.hhs.gov/healthcare/about-the-aca/index.html>.

(End of Provision)

10. Receiving and Discharging of Federal Prisoners (May 2021)

The Local Government agrees to accept Federal prisoners only upon presentation by a Law Enforcement Officer (LEO), USMS Task Force Officer (TFO) or a USMS designee with proper credentials.

The Local Government shall not relocate a Federal prisoner from one facility under its control to another facility not described in this agreement without permission of the

Federal Government. Additional facilities within the same agreement shall be identified in a modification.

The Local Government agrees to release Federal prisoners only to LEOs of the authorized Federal Government agency initially committing the Federal prisoner (e.g., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE)) or to a Deputy United States Marshal (DUSM) or USMS designee with proper credentials. Those Federal prisoners who are remanded to custody by the USMS may only be released to the USMS or an individual specified by the USMS in the Judicial District.

USMS Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

(End of Provision)

11. Prisoner Work Program (November 2021)

Federal prisoner labor shall be used in accordance with the Federal prisoner work plan developed by the Local Government and approved by the USMS. The Federal prisoner work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. Federal prisoners may not be required to work. Federal prisoners may volunteer to work within the secure confines of the facility if they sign a waiver of their right not to work. A Federal prisoner with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with retainers for pending charges with other local, state, or federal agencies will not be considered for the volunteer program. Federal prisoners are not permitted to act as trustees and may not work in positions that permit unsupervised contact with segregated prisoners or Federal prisoners of the opposite sex.

The Federal prisoners are restricted from operating equipment that may expose the Federal prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens, or other inmates. Federal prisoners will not have access to prisoner or employee records. The Local Government will ensure that prisoners who volunteer to work are prohibited Keep on Person medications while at the worksite.

Federal prisoners must obtain required medical clearances before working in the food service areas. The Federal prisoner work program shall not conflict with any other requirements of the agreement and must comply with all applicable laws and regulations. Federal prisoners shall not be used to perform the responsibilities or duties of an employee of the Local Government. Appropriate safety/protective clothing and equipment shall be provided to Federal prisoner workers as appropriate. Federal prisoners shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited

to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands. Federal prisoner workers can be paid the identical rates of pay as other facility prisoners.

Federal prisoners shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that Federal prisoners keep their living areas clean.

(End of Provision)

12. Guard/Transportation Services to/from Medical Facility (May 2021)

When Medical Facility in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility.

These services shall be performed by at least two (2) armed and qualified LEOs or Correctional Officers (CO) according to the criteria specified by the County Entity running the facility. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

13. Guard/Transportation Services to/from U.S. Courthouse (May 2021)

When U.S. Courthouse in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide

transportation and guard services for Federal prisoners housed at its facility to and from the U.S. Courthouse. These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation guard will turn Federal prisoners over to the USMS only upon presentation of proper law enforcement credentials.

The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the USMS who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other (May 2021)

When JPATS, Other or both in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal prisoners housed at its facility to and from the JPATS or other locations designated by the Federal Government.

These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

The Local Government shall not transport Federal prisoners to the airlift or any other location without a specific request from the USMS who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.

The Local Government shall turn Federal prisoners over to the USMS or an officer specified by the USMS only upon presentation of proper credentials.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

15. Video Teleconference Hearings within the Facility (October 2021)

If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

(End of Provision)

16. Optional Guard Services to Video Teleconference Hearings within Facility (May 2021)

When Video Teleconferencing (VTC) Hearings in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VTC within its facility per instruction of the Federal Judiciary.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

(End of Provision)

17. Special Notifications (May 2021)

The Local Government shall notify the Federal Government of any activity by a Federal prisoner, which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal prisoner. The Local Government shall use all reasonable means to apprehend the escaped Federal prisoner and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal prisoners. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal prisoner is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of a medical emergency, death, or assault on or by a Federal prisoner, the Local Government shall immediately notify the Federal Government.

(End of Provision)

18. Body Worn Camera Information Requests (November 2021)

If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

(End of Provision)

19. Restrictive Housing and Suicide Prevention (May 2021)

For the purposes of this agreement, "restrictive housing" means any type of detention that involves all of the following elements:

- a. Removal from the general population, whether voluntary or involuntary;
- b. Placement in a locked room or cell, whether alone or with another prisoner; and
- c. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, transgender, intersex, and gender nonconforming prisoners; pregnant and postpartum prisoners; and prisoners with medical needs.

The Local Government shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a CO at least twice per hour, but no more than thirty (30) minutes apart, on an irregular schedule. Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive more frequent observation; suicidal prisoners shall be under constant observation.

The Local Government shall immediately notify the appropriate Chief Deputy U.S. Marshal (CDUSM), or designee, and POD at rhinquiries@usdoj.gov when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS prisoners who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. When no USMS prisoners have been placed in restrictive housing during the reporting month, the Local Government shall notify USMS that there are no USMS prisoners to report. The report or a notification of no USMS prisoners in restrictive housing shall be submitted to the CDUSM or his or her designee and POD at rhinquiries@usdoj.gov, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Additional prisoner suicide prevention resources can be found at: https://www.usmarshals.gov/prisoner/suicide_prevention.htm and <https://nicic.gov/>.

(End of Provision)

20. Prison Rape Elimination Act (PREA) (November 2021)

The Facility must post Prison Rape Elimination Act (PREA) brochure/bulletins in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations at: (<https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>).

All sexual harassment and sexual assaults of or by a USMS prisoner must be reported to the district CDUSM or designee and the POD at: PREAinquiries@usdoj.gov.

In accordance with PREA, the Facility must arrange for a PREA audit every three (3) years. The Facility must maintain PREA compliance or be actively working towards compliance. Additional resources can be found at: <https://www.prearesourcecenter.org/>.

Templates for PREA posters and brochures can be found at:
<https://www.prearesourcecenter.org/library/search?keys=poster&cat=All>

(End of Provision)

21. PREA Prisoner Incident Reporting (November 2021)

PREA posters shall contain information on how to report a sexual assault by using one of the following methods:

- Speaking with a staff member;
- Writing a letter reporting the alleged sexual misconduct to the person in charge or the USMS. To ensure confidentiality, use special (Legal) mail procedures;
- Filing an Emergency Prisoner Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the CDUSM. You can get the forms from your housing unit officer, or a Facility supervisor;
- Writing to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530; or
- Calling, **at no expense to the victim**, the OIG. The phone number is 1-800-869-4499.

All allegations of sexual abuse reported to Facility staff must be reported and will be investigated. Information concerning the identity of a prisoner victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the prisoner-victim's welfare and for law enforcement investigative purposes.

(End of Provision)

22. Federal Acquisition Regulation (FAR) Agreement Provisions (May 2021)

This agreement incorporates the following agreement provisions by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at: <http://www.acquisition.gov>.

Agreement Provisions:

FAR 52.222-41 Service Contract Labor Standards. (Aug 2018)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43 Fair Labor Standards Act and the Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts) (August 2018)

The current Local Government per-diem rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination in block #15 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR 52.222.43 (f), that it must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

(End of Provision)

23. Guaranteed Minimum Bed Space (September 2021)

This IGA **does not** contain a guaranteed minimum for bed space.

(End of Provision)

24. Economic Rate Adjustments (October 2021)

The Federal Government will use various price analysis techniques and procedures to ensure the rates established by this agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

- a. Comparison of the requested rate with the Independent Government Estimate for detention services, otherwise known as the Core Rate;
- b. Comparison with rates at other state or local facilities of similar size and economic conditions;
- c. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items; and
- d. Evaluation of the provided jail operating expense information.

The firm-fixed price per-diem rate for services is stipulated in block #11 on page one (1) of this agreement and shall not be subject to adjustment on the basis of **Ward County Jail** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this agreement forward for **thirty-six (36) consecutive**

months. The per-diem rate covers the support of one Federal prisoner per "Federal prisoner day", which shall include the day of arrival, but not the day of departure.

The per-diem rate and the guard/transportation hourly rate will remain unchanged during the renewal period(s) unless the Local Government requests an economic rate adjustment. To request a per-diem economic rate adjustment, the Local Government will need to access USMS' Capture system via the Law Enforcement Enterprise Portal (LEEP) at <https://portal.cjis.gov/wps/myportal/LEEPNG>. The Local Government may contact the Agreements Specialist for more information.

An economic rate adjustment to either rate can be requested by the Local Government after **thirty-six (36) months of continuous performance**. Request for economic rate adjustments prior to the ending of the thirty-six (36) month period preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrants a review of an out of cycle economic rate adjustment. Granting an out of cycle economic rate adjustment is not guaranteed.

To request an out of cycle per-diem economic rate adjustment, the Local Government will need to follow the same instructions as requesting an economic rate adjustment during the renewal period.

For the request to be considered, the Local Government must demonstrate that its costs have substantially increased during the current **thirty-six (36)** month period. The Local Government shall provide the Agreements Specialist documentation to include cost and pricing data to justify the facility's out of cycle economic rate adjustment request. The request and its supporting documentation are the sole responsibility of the Local Government to provide a complete request package to the Agreements Specialist. Incomplete or missing data may delay the request being processed or causing the request to be denied altogether.

Two (2) or more out of cycle economic rate adjustment requests within the same **thirty-six (36) month** period with an aggregate proposed increase of 25% or more are not permissible under this agreement.

(End of Provision)

25. Billing and Financial Provisions (May 2021)

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal prisoners housed at the Facility.

Address(es) for the component(s) is/are:

United States Marshals Service

District: District of North Dakota
Address: 655 1ST Avenue North, Suite 110, Fargo, ND 58102-4932
Contact Information: (701) 297-5760

U.S. Immigration and Customs Enforcement
District: St Paul Field Office
Address: 1 Federal Drive Suite 1601, Fort Snelling, MN 55111
Contact Information: (612) 843-8600

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the [31 U.S.C Section 1341](#) – Limitations on expending and obligating amounts.

(End of Provision)

26. Payment Procedures (May 2021)

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this agreement. The payments will be made promptly after the district office has received and certified the invoice is correct.

(End of Provision)

27. Hold Harmless (May 2021)

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and

other expenses related to the care and responsibility for all property furnished to the Local Government.

(End of Provision)

28. Disputes (May 2021)

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

(End of Provision)

29. Review of Services (November 2021)

Review standards for prisoners may differ among authorized agency users. The Local Government agrees to allow periodic unannounced reviews by Federal Government , to include approved Federal contractors, in accordance with the standards required by any or all of the Federal authorized agency users whose prisoners may be housed pursuant to this Agreement. A summary of inspection findings will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. If the Federal Government identifies significant finding(s) during the review, the Local Government will provide the Federal Government with a corrective action plan to address the issue(s).

(End of Provision)

30. IGA Amendments (May 2021)

For all amendments except for full or partial terminations, either party may initiate a request for amendment to this agreement in writing. All amendments negotiated will be effective only upon written approval of both parties.

(End of Provision)

31. Litigation (May 2021)

The Federal Government shall be notified, in writing, of all litigation pertaining to this agreement and provided copies of any pleadings filed or said litigation within five (5) business days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

(End of Provision)

32. The First Step Act (May 2021)

This agreement refers the Local Government facility operations and administrations to the following sections of the First Step Act:

- a. Section 613 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and [18 USC 5043](#) with respect to any USMS juveniles in custody.
- b. Section 301 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and that pursuant to USMS policy that these requirements have been adopted for all pregnant and postpartum USMS prisoners, regardless of case status. The postpartum period is twelve weeks after childbirth, miscarriage, or abortion.

(End of Provision)

33. Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody (February 2022)

The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail by prisoners who are eligible to vote under the laws of the applicable jurisdiction. The facility will work with state and local election officials and, in appropriate circumstances, may also work with other reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.

(End of Provision)

(End of Agreement)

U.S. Department of Justice
United States Marshals Service

Detention Facility Review

Date of Detention Facility Review (DFR)

Name of Detention Facility Inspector Conducting DFR

FACILITY FACTS

FACILITY OVERVIEW

Facility Name

Physical Address

Phone Number

Fax Number

City

State

Zip Code

County

District

Contract/Agreement Number

Contract/Agreement Type (Private, IGA, LUA)

Expiration Date

Closest USMS Office Name

Driving Time from Closest
USMS Office

minutes

Driving Distance from
Closest USMS Office

miles

Date of Last USMS
Detention Facility Review

Points of Contact

(If needed, use "Other Notes Section" on last page to document more than one point of contact.)

Title

Name

Type of Contact

Phone Number

Extension

Email Address

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Prisoner Information (Annotate the number of prisoners per category)

	Adult Male	Adult Female	Juvenile Male	Juvenile Female	Total
Facility Bed Capacity					
Facility Average Daily Population (Last 12 Months)					
USMS Average Daily Population					
Local/Non-Federal Average Daily Population					
Bureau of Prisons Average Daily Population					
ICE Average Daily Population					

Security Staff Information (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Warden		
Assistant Warden		
Chief of Security		
Shift Supervisors		
Other Supervisors		
Corrections Officers		
Transportation Officers		
Perimeter Security		
Restrictive Housing Security		
Other Security		

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**Medical Staff Information** (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Physician		
Physician's Assistant		
Nurse Practitioner		
Registered Nurse		
Licensed Practical Nurse		
Mental Health Professional		
Other Medical Staff		

Contraband

List facility's total number of contraband incidents since last USMS DFR (if applicable).

Drugs or Alcohol	Drugs or Alcohol Paraphernalia	Electronic Devices
Electronic Device Accessory	Weapon	Tool

Incidents

List facility's total number of incidents since last USMS DFR (if applicable).

Suicides	Suicide Attempts	Escapes	
Escape Attempts	Physical Assaults on Prisoners	Physical Assaults on Staff	
Health Care Grievances	Natural Deaths	Sexual Assaults on Prisoners	
Sexual Assaults on Staff	Homicides	Riots/Disturbances	
Overdose Deaths	Overdoses	Use of Force	Excessive Use of Force

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Was the USMS notified of all incidents involving USMS prisoners?

☐ Yes ☐ No

Incidents Not Reported

(If needed, use "Other Notes Section" on last page to document more than one incident.)

Incident Type (Use Incident types listed above)

Incident Subtype (Leave blank)

Date of Incident

Remarks

Court Action

(If needed, use "Other Notes Section" on last page to document more than one action)

Are there any court orders or pending major litigation affecting the facility?

☐ Yes ☐ No

Case Name/Case Number

Functional Area

Date of Court Filing

ADMINISTRATION AND MANAGEMENT

Policy Development and Monitoring

Does the facility maintain policies and procedures that describe facility operations, maintenance and administration?

☐ Yes ☐ No

Do policies have a date documenting the last time the responsible facility manager/administrator reviewed them to ensure they remain current, accurate and relevant to the facility's operation?

☐ Yes ☐ No

If 'Yes', Date of Last Internal Review

Policy Communication and Access

Are policies and procedures communicated to all employees?

☐ Yes ☐ No

Does staff have 24/7 access to policies and procedures?

☐ Yes ☐ No

Prisoner Property and Money

Does the facility properly inventory prisoner property?

☐ Yes ☐ No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the facility properly store prisoner property?

☐ Yes ☐ No

Does the facility properly return prisoner property?

☐ Yes ☐ No

Does the facility properly inventory prisoner money?

☐ Yes ☐ No

Does the facility properly store prisoner money?

☐ Yes ☐ No

Does the facility properly return prisoner money?

☐ Yes ☐ No

Prisoner Release

Has the facility erroneously released ANY prisoner(s) during the review period?

☐ Yes ☐ No

Total number of non-USMS prisoners erroneously released

Total number of USMS prisoners erroneously released

Accommodations for Prisoners with Disabilities

If the facility accepts prisoners with disabilities, are adequate accommodations made available for these prisoners?

☐ Yes ☐ No

Contingency/Emergency Plans

Does the facility have a written emergency plan in place for situations that threaten facility security? (e.g., riots, hunger strikes, disturbances, escapes, and hostage situations.)

☐ Yes ☐ No

Is a hard copy of the emergency plan available for incorporation into the district's detention plan?

☐ Yes ☐ No

Does the emergency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, and relevant to the facility's operation?

☐ Yes ☐ No

If 'Yes', Date of Last Emergency Plan Review

Does the facility have a written contingency plan in place for situations involving mass prisoner relocation? (e.g., weather, fire, flooding, facility not habitable.)

☐ Yes ☐ No

Is a hard copy of the contingency plan available for incorporation into the district's detention plan?

☐ Yes ☐ No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the contingency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, and relevant to the facility's operation?

☐ Yes ☐ No

If 'Yes', Date of Last Contingency Plan Review

Does the facility's contingency plan include the USMS prisoners housed at the facility?

☐ Yes ☐ No

Staff Background Checks

Does the facility verify identity of employees, contractors and volunteers prior to hiring via:

Fingerprints ☐ Yes ☐ No Social Security Number ☐ Yes ☐ No Date of Birth ☐ Yes ☐ No

Are initial background checks completed for all employees, contractors, and volunteers prior to hiring?

☐ Yes ☐ No

Does the facility conduct re-investigations of employees, contractors, and volunteers?

☐ Yes ☐ No

If 'Yes', how often? (Every 2 years, every 5 years, every 10 years, or more than 10 years)

Does the background check include verification of:

Employment history for the past five (5) years? ☐ Yes ☐ No

Residency for the past three (3) years? ☐ Yes ☐ No

Credit history to ensure no current delinquency? ☐ Yes ☐ No

Credit history to ensure no unresolved liens? ☐ Yes ☐ No

Credit history to ensure no accounts in collection? ☐ Yes ☐ No

Credit history to ensure no court-ordered judgments ? ☐ Yes ☐ No

Does the background check include verification that there are no:

Felony convictions? ☐ Yes ☐ No

Disqualifying misdemeanor convictions? ☐ Yes ☐ No

Derogatory civil records? ☐ Yes ☐ No

Alcohol dependencies? ☐ Yes ☐ No

Drug dependencies? ☐ Yes ☐ No

Reporting/Investigating Staff Misconduct

How many administrative allegations of staff misconduct were reported since the last USMS DFR (if applicable)?

How many criminal allegations of staff misconduct were reported since the last USMS DFR (if applicable)?

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

How many criminal allegations of staff misconduct were reported to law enforcement since the last USMS DFR (if applicable)?

Prisoner Anti-Discrimination

Does the facility have a prisoner anti-discrimination policy that addresses:

- | | | |
|--|---------------------------|--------------------------|
| Age? | ☐ Yes | ☐ No |
| Disability? | ☐ Yes | ☐ No |
| Equal Pay/Compensation? | ☐ Yes | ☐ No |
| Genetic Information? | ☐ Yes | ☐ No |
| Harassment? | ☐ Yes | ☐ No |
| National Origin? | ☐ Yes | ☐ No |
| Pregnancy? | ☐ Yes | ☐ No |
| Race/Color? | ☐ Yes | ☐ No |
| Religion? | ☐ Yes | ☐ No |
| Retaliation? | ☐ Yes | ☐ No |
| Sex? | ☐ Yes | ☐ No |
| Gender Identity? | ☐ Yes | ☐ No |
| Sexual Preference? | ☐ Yes | ☐ No |
| Sexual Harassment? | ☐ Yes | ☐ No |
| Are services, programs, and activities provided to all eligible prisoners? | ☐ Yes | ☐ No |

Prison Rape Elimination Act (PREA) Compliance

Does the facility have a PREA compliance program?

- ☐ Yes ☐ No

Does the program address the following items:

- | | | |
|--|---------------------------|--------------------------|
| Zero tolerance toward all forms of sexual abuse and sexual harassment? | ☐ Yes | ☐ No |
| Prevention and response planning? | ☐ Yes | ☐ No |
| Prisoner training and education? | ☐ Yes | ☐ No |
| Employee training and education? | ☐ Yes | ☐ No |
| Screening for risk of sexual victimization? | ☐ Yes | ☐ No |
| Reporting and investigations? | ☐ Yes | ☐ No |
| Discipline? | ☐ Yes | ☐ No |
| Medical/ mental health care? | ☐ Yes | ☐ No |
| Auditing? | ☐ Yes | ☐ No |
| Corrective action? | ☐ Yes | ☐ No |
| State compliance? | ☐ Yes | ☐ No |

Has the facility had an audit conducted by a DOJ certified PREA auditor within the past 3 years?

- ☐ Yes ☐ No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

If 'No' to the previous question, has a DOJ PREA audit been scheduled?

☐ Yes ☐ No

Scheduled DOJ PREA Audit Date

Is a hard copy of the PREA audit available?

☐ Yes ☐ No

If 'Yes', Audit Date

What was the name of the Auditor?

Is there a corrective action plan in place?

☐ Yes ☐ No

Has corrective action taken place?

☐ Yes ☐ No

Was the facility re-inspected to ensure the violations were corrected properly?

☐ Yes ☐ No

HEALTH CARE

Intake and Screening

Does the facility have policy or procedures for medical screening during intake?

☐ Yes ☐ No

Do all prisoners undergo medical screening during the initial intake process?

☐ Yes ☐ No

If 'No', how long after intake does the screening occur?

 months days

Is a comprehensive health appraisal for each prisoner completed within 14-days after initial intake?

☐ Yes ☐ No

If 'No', how long after intake does the appraisal occur?

 months days

Does the facility ensure TB testing during the initial intake process?

☐ Yes ☐ No

If 'No', how long after intake does the TB test occur?

 months days

Are TB test results provided to the USMS within 14 days?

☐ Yes ☐ No

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If 'No', when were results provided?

months days

Do all prisoners undergo mental health screening during the initial intake process?

☐ Yes ☐ No

If 'No', how long after intake does the mental health screening occur?

months days

Do all prisoners undergo dental health screening during the initial intake process?

☐ Yes ☐ No

If 'No', how long after intake does the dental health screening occur?

months days

Are all medical screening results reviewed by a physician?

☐ Yes ☐ No

How long after intake does this occur?

months days

Are medical screening records maintained for every prisoner?

☐ Yes ☐ No

Medical, Dental, and Mental Health

Does the facility have a medical unit staffed 24/7?

☐ Yes ☐ No

Does the facility employ an on-site mental health professional?

☐ Yes ☐ No

Are prisoners with mental health issues identified as part of the vulnerable population?

☐ Yes ☐ No

Are prisoners with mental health issues referred to qualified mental health professionals?

☐ Yes ☐ No

Routine, Chronic, and Emergency Health Services

Are all prisoners made aware of the process for requesting health care services?

☐ Yes ☐ No

Does the facility have a policy or procedures for identifying medical emergencies?

☐ Yes ☐ No

Does the facility provide access to prescription medication?

☐ Yes ☐ No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the facility participate in the NMCC?

☐ Yes ☐ No

Does the facility have an onsite pharmacy?

☐ Yes ☐ No

Does the facility document prisoner health care grievances?

☐ Yes ☐ No

Response to Medical, Mental and Dental Health Needs

Are all prisoners who require health care beyond the capacity of the facility transferred to a facility where such care is available?

☐ Yes ☐ No

Are facility staff CPR/First Aid certified?

☐ Yes ☐ No

With the exception of emergencies, does the facility use POD Medical Management to request approval for outside medical services?

☐ Yes ☐ No

Does the facility immediately notify the district in the event of a USMS prisoner medical emergency?

☐ Yes ☐ No

Suicide Prevention

Does the facility have a suicide prevention program?

☐ Yes ☐ No

Does the facility document staff training for prisoner suicide prevention?

☐ Yes ☐ No

Does the facility have procedures for identifying prisoners at risk for suicide?

☐ Yes ☐ No

Does the facility have procedures for monitoring prisoners at risk for suicide?

☐ Yes ☐ No

How often are welfare inspections conducted on suicidal prisoners?

Select...

Does the facility report suicidal gestures, remarks, tendencies and attempts to the USMS?

☐ Yes ☐ No

Does the facility provide mental health services to suicidal prisoners?

☐ Yes ☐ No

Does the facility report restrictive housing of suicidal prisoners to the USMS?

☐ Yes ☐ No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

How many suicidal prisoners were placed in restrictive housing during the rating period?

Prisoner Death

Does the facility have procedures to respond to a prisoner's death?

☐ Yes ☐ No

Does the facility immediately notify the USMS in the event of a USMS prisoner death?

☐ Yes ☐ No

Does the facility review each prisoner death?

☐ Yes ☐ No

Infectious Disease

Does the facility have policy or procedures to address the management and reporting of infectious and communicable diseases?

☐ Yes ☐ No

Does the plan include:

HIV?	☐ Yes	☐ No
Tuberculosis?	☐ Yes	☐ No
Hepatitis?	☐ Yes	☐ No
Influenza?	☐ Yes	☐ No
Chlamydia?	☐ Yes	☐ No
COVID?	☐ Yes	☐ No
Ebola?	☐ Yes	☐ No
HPV?	☐ Yes	☐ No
Salmonella?	☐ Yes	☐ No
Scabies?	☐ Yes	☐ No
Zika?	☐ Yes	☐ No
E. coli?	☐ Yes	☐ No
Chicken Pox?	☐ Yes	☐ No

Does the facility have an infectious and communicable disease policy or procedures to:

Include identify prisoners with infectious and communicable diseases? ☐ Yes ☐ No

Treat prisoners with infectious and communicable diseases? ☐ Yes ☐ No

Quarantine prisoners with infectious and communicable diseases? ☐ Yes ☐ No

Does the facility report all cases of infectious and communicable diseases to the USMS?

☐ Yes ☐ No

Does the facility maintain adequate PPE for all staff in the event of a pandemic?

☐ Yes ☐ No

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Does the facility maintain adequate PPE for all prisoners in the event of a pandemic?

☐ Yes ☐ No

SECURITY AND CONTROL

Correctional Supervision

Are correctional officer posts located in, or immediately adjacent to, prisoner living areas so officers can respond promptly to emergency situations?

☐ Yes ☐ No

Are prisoners managed and supervised 24/7?

☐ Yes ☐ No

Security Features

Are weekly inspections of all security devices conducted?

☐ Yes ☐ No

Security Inspections

Does the facility conduct intermittent security sweeps of all areas prisoners occupy?

☐ Yes ☐ No

Searches and Contraband

Does the facility have procedures for searching prisoners for contraband upon arrival to the facility?

☐ Yes ☐ No

Does the facility have procedures for searching prisoners for contraband prior to transporting the prisoner?

☐ Yes ☐ No

Does the facility have procedures for searching prisoners for contraband after prisoner visitation?

☐ Yes ☐ No

Does the facility have procedures for searching prisoners for contraband after work details?

☐ Yes ☐ No

Does the facility notify the USMS if a USMS prisoner is found with contraband?

☐ Yes ☐ No

Prisoner Accountability and Supervision

Does the facility have procedures for physically counting prisoners?

☐ Yes ☐ No

Number of counts per day

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Use of Force

Does the facility have procedures for use of force?

☐ Yes ☐ No

Does the facility document and report use of force?

☐ Yes ☐ No

Does the facility investigate all use of force incidents?

☐ Yes ☐ No

Non-routine Use of Restraints

Does the facility have procedures for use of restraints?

☐ Yes ☐ No

Is the use of restraints on pregnant or postpartum USMS prisoners reported to the USMS?

☐ Yes ☐ No

Number of pregnant USMS prisoners since the last USMS DFR (if applicable).

Number of times pregnant or postpartum USMS prisoners were restrained since the last USMS DFR (if applicable).

Key Control

Is the use of keys controlled and inventoried?

☐ Yes ☐ No

Tools and Culinary Equipment Control

Is the use of tools and culinary equipment controlled and inventoried?

☐ Yes ☐ No

How many missing items during the rating period?

Weapons Control

Does the facility have procedures for the control and use of firearms and less-than-lethal devices?

☐ Yes ☐ No

Prisoner Handbook and Discipline

Do prisoners have 24/7 access to a prisoner rule/handbook in English?

☐ Yes ☐ No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the English prisoner rule/handbook include facility rules and disciplinary procedures for violations?

☐ Yes ☐ No

Do prisoners have 24/7 access to a prisoner rule/handbook in Spanish?

☐ Yes ☐ No

Does the Spanish prisoner rule/handbook include facility rules and disciplinary procedures for violations?

☐ Yes ☐ No

Restrictive Housing

Does the facility have written procedures for restrictive housing?

☐ Yes ☐ No

Does the facility have written procedures for monitoring prisoners in restrictive housing?

☐ Yes ☐ No

Does the facility immediately report restrictive housing of any USMS prisoner in the vulnerable population?

☐ Yes ☐ No

How many USMS prisoners in the vulnerable population were placed in restrictive housing since the last USMS DFR (if applicable)?

Does the facility report restrictive housing of every USMS prisoner, monthly to the USMS?

☐ Yes ☐ No

How many USMS prisoners were placed in restrictive housing since the last USMS DFR (if applicable)?

How does the facility report restrictive housing to the USMS?

☐ Email ☐ Invoices ☐ Restrictive Housing Module

Does the facility have procedures for reintegration of a prisoner from restrictive housing into the general population?

☐ Yes ☐ No

Does the facility notify the prisoner of the reason for restrictive housing?

☐ Yes ☐ No

Criminal Organization

(If needed, use "Other Notes Section" on last page to document more than one organization.)

Does the facility collect criminal organization or security threat group information?

☐ Yes ☐ No

Name of Criminal Organization

Category (Leave blank)

Organization Level (Leave blank)

OID (Leave blank)

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Remarks

FOOD SERVICE**Sanitation Requirements**

Has the facility been inspected by an external party within the past 12 months to ensure that the food service and equipment meets established health, sanitation, and safety protocols?

☐ Yes ☐ No

If 'Yes', Date of Inspection

Were any violations identified?

☐ Yes ☐ No

Have those violations been corrected?

☐ Yes ☐ No

Was the facility re-inspected to ensure the violations were corrected properly?

☐ Yes ☐ No

Adequate and Varied Meals

Does the facility provide 3 meals per day?

☐ Yes ☐ No

Does the facility provide a minimum of 2 hot meals per day?

☐ Yes ☐ No

Does the facility provide meals that are nutritionally adequate and varied, as approved by a dietitian?

☐ Yes ☐ No

Does the facility serve meals that match the approved meal menus?

☐ Yes ☐ No

Does the facility provide special meals for prisoner religious or medical needs?

☐ Yes ☐ No

SAFETY AND SANITATION**Fire Safety**

Are annual fire safety inspections conducted by state or local fire officials?

☐ Yes ☐ No

If 'Yes', Date of Inspection

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Were any violations identified?

☐ Yes ☐ No

Have those violations been corrected?

☐ Yes ☐ No

Was the facility re-inspected to ensure the violations were corrected properly?

☐ Yes ☐ No

Control of Dangerous Materials

Does the facility have procedures for the maintenance, inventory, and storage of flammable, toxic, and caustic materials and chemicals?

☐ Yes ☐ No

Does the facility have adequate personal protective equipment for the safe handling of chemicals?

☐ Yes ☐ No

Does the facility receive training on the safe use of each chemical?

☐ Yes ☐ No

If yes to the above question, is the training documented?

☐ Yes ☐ No

Clothing, Laundry and Bedding

Are all prisoners issued at least two clean sets of temperature appropriate and properly sized clothing, to include uniforms, socks, underwear, t-shirts, braziers, and shoes?

☐ Yes ☐ No

Do prisoners have access to laundry facilities, or the ability to have their clothing items washed?

☐ Yes ☐ No

Do all prisoners receive adequate bedding, to include blanket, sheets, mattress and pillow?

☐ Yes ☐ No

How often is bedding washed or exchanged? (Weekly, Every 2 weeks, Every 3 weeks, Monthly, Every other month, Never)

Are exceptions to the laundry schedule made when clothes are soiled?

☐ Yes ☐ No

Are exceptions to the linen schedule made when linen and mattresses are soiled?

☐ Yes ☐ No

Are mattresses a minimum of 12 inches from the floor?

☐ Yes ☐ No

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Housing

Are single cells a minimum of 56 square feet?

☐ Yes ☐ No

Are double cells a minimum of 72.5 square feet?

☐ Yes ☐ No

Does the facility triple bunk or use boat beds?

☐ Yes ☐ No

How many times did the facility triple bunk or use boat beds since the last USMS DFR (if applicable)?

Personal Hygiene

Are the following available at no cost:

Soap? ☐ Yes ☐ No

Toothpaste? ☐ Yes ☐ No

Razors? ☐ Yes ☐ No

Shampoo? ☐ Yes ☐ No

Sanitary Napkins? ☐ Yes ☐ No

Tampons? ☐ Yes ☐ No

Do all prisoners have 24/7 access to an operable toilet?

☐ Yes ☐ No

Do all prisoners have 24/7 access to a washbasin with hot and cold running water?

☐ Yes ☐ No

Physical Facility and Equipment

Is the facility kept clean and in good repair?

☐ Yes ☐ No

Is all facility equipment in proper working order?

☐ Yes ☐ No

Is there any evidence or sign of mold?

☐ Yes ☐ No

Is there any evidence or sign of insects?

☐ Yes ☐ No

Is there any evidence or sign of rodents?

☐ Yes ☐ No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the facility have adequate environmental controls to provide for indoor prisoner living conditions with air temperatures maintained between 69 and 76 degrees?

☐ Yes ☐ No

SERVICE AND PROGRAMS

Classification, Review, and Housing

Does the facility have a procedure for prisoner classification, placement, and management?

☐ Yes ☐ No

Does the facility regularly review a prisoner's behavior or circumstances to determine housing placement?

☐ Yes ☐ No

Are all USMS prisoners clearly identified in the facility's classification system?

☐ Yes ☐ No

Copay and Fees

Are prisoners charged a fee for haircuts?

☐ Yes ☐ No

If 'Yes', are all prisoners charged the same fee?

☐ Yes ☐ No

Are prisoners charged a fee for meals?

☐ Yes ☐ No

If 'Yes', are all prisoners charged the same fee?

☐ Yes ☐ No

Are prisoners charged a fee for medical co-pay?

☐ Yes ☐ No

If yes, are all prisoners charged the same fee?

☐ Yes ☐ No

Religious Practices

Do prisoners have the opportunity to participate in the religious practice of their faith?

☐ Yes ☐ No

Volunteer Work Assignments

Does the facility ensure that un-sentenced prisoners are not required to work unless they volunteer to do so?

☐ Yes ☐ No

Does the facility pay prisoners for work?

☐ Yes ☐ No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Are USMS prisoners assigned to work outside of the secure perimeter of the facility?

☐ Yes ☐ No

Does the facility document all USMS prisoner work assignments?

☐ Yes ☐ No

Prisoner Grievance Program

Is a grievance procedure that includes at least one level of appeal available to all prisoners?

☐ Yes ☐ No

Juveniles

Does the facility house juveniles? If 'No', move to next section.

☐ Yes ☐ No

Does the facility have procedures for housing juveniles?

☐ Yes ☐ No

Does the facility house prisoners between 18-21 who are charged as juveniles?

☐ Yes ☐ No

Does the facility ensure the special diet, exercise, and education needs of juvenile prisoners are met?

☐ Yes ☐ No

Does the facility place prisoners under 21 who are charged as juveniles in restrictive housing?

☐ Yes ☐ No

Does the facility ensure that voluntary and involuntary restrictive housing of prisoners under 21 who are charged as juveniles are removed from restrictive housing every 3 hours?

☐ Yes ☐ No

Does the facility immediately report juvenile segregation or restrictive housing of USMS juvenile prisoners?

☐ Yes ☐ No

Exercise and Out-of-Cell Opportunities

Does the facility provide prisoners with opportunity for exercise and out-of-cell time?

☐ Yes ☐ No

Telephone Access

Do prisoners have adequate access to telephones?

☐ Yes ☐ No

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Access to the Courts and Legal Materials

Do prisoners have access to the courts?

☐ Yes ☐ No

Do prisoners have access to legal material/law library?

☐ Yes ☐ No

Access to Legal Representation

Do the prisoners have confidential access to counsel via telephone?

☐ Yes ☐ No

Do the prisoners have confidential access to counsel via written correspondence?

☐ Yes ☐ No

Do the prisoners have confidential access to counsel via visitation?

☐ Yes ☐ No

Visitation

Does the facility have a prisoner visitation program?

☐ Yes ☐ No

Does the prisoner visiting room have barriers to prevent contact visitation?

☐ Yes ☐ No

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CONCLUSION

Other Notes

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Additional Points of Contact

Title

Name

Type of Contact

Phone Number

Extension

Email Address

Detention Facility Review (DFR) Certification

I certify that this facility was inspected by an 0082 or 1811 with a current [USM-222](#), Additional Duty Designation designating them as a Detention Facility Inspector and that applicable [Corrective Action Recommendations](#) were provided to the facility.

Performed By

Title

Date

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Contract with Sandra Reinhardt for teaching the Correctional Medical Training (CMT) 1 and 2 course

This is an update of a previous contract. The monetary compensation for CMT 1 and 2 classes will increase from \$45 an hour to \$200 per person for CMT 1 and 2 certification and \$25 per person for recertification.

**AGREEMENT FOR PROVIDING MEDICATIONS ASSISTANT I COURSE TRAINING
AND SUPERVISION OF MEDICATION DISPENSING FOR THE WARD COUNTY
DETENTION CENTER AND WARD COUNTY JUVENILE DETENTION**

This Agreement is entered into this ___ day of _____, 2023, by and between Ward County, a political subdivision of the State of North Dakota, and **Sandra Reinhardt**, a licensed nurse in the State of North Dakota.

PURPOSE

The parties to this Agreement have entered into the same for the purposes of providing the Correctional Medical Training I & II course to staff at the Ward County Detention Center and Ward County Juvenile Detention located in Minot, North Dakota, as well as subsequent supervision of properly authorized Medication Assistants legally administering medications to offenders or residents located either in the Ward County Detention Center or Ward County Juvenile Detention. The parties to this Agreement hereby indicate that the training and supervision contemplated in this Agreement shall be regulated and governed by the provisions of the North Dakota Department of Corrections and Rehabilitation Correctional Medical Training II Course developed in collaboration with Minot State University, as well as the North Dakota Department of Corrections and Rehabilitation's Correctional Medical Training I Course. Additionally, all applicable provisions of the North Dakota Administrative Code, Title 54, board of Nursing, as amended, shall relate to and govern this Agreement, and are incorporated by reference and made apart thereof.

ADMINISTRATION

Ward County will act through the Ward County Sheriff as its agent in administering the provision of this contract, and **Sandra Reinhardt**, a licensed nurse, shall act as the training and supervision officer specified in the provisions of this Agreement. Nothing in the Agreement shall be construed as establishing an employer/employee relationship between the parties herein, and each party hereto shall be solely responsible for the conduct of its employees and shall hold the other party harmless from any claim, action or judgment resulting from the conduct of its employees.

SCOPE OF SERVICES

Sandra Reinhardt as a licensed nurse, shall provide Correctional Medical Training to all eligible candidates or staff of the Ward County Detention Center and/or Ward County Juvenile Detention located in Minot, North Dakota, and shall

AGREEMENT FOR PROVIDING

**MEDICATIONS ASSISTANT I COURSE TRAINING
AND SUPERVISION OF MEDICATION DISPENSING FOR
THE WARD COUNTY JAIL AND WARD COUNTY JUVENILE DETENTION CENTER**

conduct such training in accordance with the North Dakota Department of Corrections and Rehabilitation Correctional Medical Training I Course developed in collaboration with Minot State University, and shall provide the proper supervision of all officers trained and subsequently qualified under Correctional Medical Training Course II having the ability to legally administer medications to residents at the Ward County Detention Center and/or Ward County Juvenile Detention. **Sandra Reinhardt** will maintain the proper records for administration and supervision of the Correctional Medical Training I & II Courses with such records to be retained for a period of seven (7) years and also complying with the term and provisions specified in the North Dakota Department of Corrections and Rehabilitation Correctional Medical Training I & II Program developed in collaboration with Minot State University. Records will be stored in designated area of the Ward County Detention Center.

PAYMENT FOR SERVICES

Administrative functions and all duties provided by **Sandra Reinhardt**, licensed nurse, will be covered and paid at the rate of \$200 per person for CMTI and CMTII certification and \$25 per person for recertification following documentation and presentation of such obligations to the Ward County Sheriff's Department. Request for payment of such obligations may be presented on a monthly basis and will be paid following approval by the Ward County Sheriff and The Ward County Board of County Commissioners.

DURATION OR TERM OF AGREEMENT

This Agreement shall be effective on the ___ day of _____, 2023, and shall continue unless amended or otherwise terminated by other provisions of this Agreement.

AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner except when mutually agreed to and incorporated in a written amendment to this Agreement which is signed by both parties.

**AGREEMENT FOR PROVIDING
MEDICATIONS ASSISTANT I COURSE TRAINING
AND SUPERVISION OF MEDICATION DISPENSING FOR
WARD COUNTY JAIL AND WARD COUNTY JUVENILE DETENTION CENTER**

ASSIGNMENT

Both parties agree that neither shall assign nor transfer any rights or obligations under this Agreement without the prior written notice thereof to the other party. All contractual obligations shall continue upon such notice until the specified date of termination as governed by the Agreement.

IN WITNESSETH WHEREOF the parties have set their hands on the dates so indicated.

Date this ____ day of _____, 2023

Sandra Reinhardt, Licensed Nurse
License # _____ Exp. _____ .

WARD COUNTY

_____, Chairman
Ward County Commission

Robert Roed
Ward County Sheriff

Marisa Haman,
Ward County Auditor

**DIRECTOR OF TAX EQUALIZATION**

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

MEMO

DATE: 10/3/2023

TO: Ward County Commissioners

FROM: Noreen Wilkie, Director of Tax Equalization

RE: Tax Roll Adjustments & Items for Consideration and Action on October 3, 2023

1. MH Removed from Lot without a Moving Permit:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Halvorson, Richard	M15102953 Jefferson MHP Lot C9	3100 11 th Ave SE Lot C9 Minot, ND 58701	2023	\$1,000	\$0.00	\$45	\$0.00

2. After reviewing his income / expense for 2022, an adjustment was needed to reflect market value:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
JPA Investment LLC	NE210990000671 Olt 67 of SESW Less E40' & Lot A S21-155-82	4904 Hwy 2 Minot, ND 58701	2023	\$626,000	\$510,000	\$31,300	\$25,500

3. Recent Inspection verified the structure is not completed and needed a reduction & the MH Park is no longer operating:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Traffie, Mark & Krysia	CD09005U110000 SWSW Less ROW S9-158-87	40540 268 th Ave NW Donnybrook, ND 58734	2023	\$407,000	\$297,000	\$18,635	\$13,405

4. Recent Inspection verified no basement finish &, land value adjustment per floodplain verification:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Jacobson, Colin	SR110990000011 Lot A of Olt 1 SESE S11-154-82	8301 66 th Ave SE Minot, ND 58701	2023	\$235,000	\$185,000	\$10,575	\$8,325

5. Land Value adjustments per floodplain verification:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Jacobson, Colin	SR110990000030 Olt 3 of SESE S11-154-82	Unassigned Minot, ND 58701	2023	\$44,000	\$8,000	\$2,200	\$400

6. Recent Inspection verified property is all hill and needed an adjustment to the land:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Schweitzer, Jerel & Carolyn	SR090020000030 Creekwood S/D Lot 3	Unassigned Minot, ND 58701	2023	\$69,000	\$12,000	\$3,450	\$600

7. Land Value needed an adjusted for the inundated acres:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Long, Jeffrey & Shariese	AF090220100060 Beaver Creek Estates Lot 6 Block 1	3401 55 th Ave SW Minot, ND 58701	2023	\$681,000	\$632,000	\$30,645	\$28,440

8. Review of the Land concluded that a reduction was needed to reflect market value:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Jensen, Sherry	KK320990000030 Olt 3 of NWNW S32-156-84	13901 Hwy 2 & 52 Burlington, ND 58722	2023	\$123,000	\$86,000	\$5,535	\$3,870

9. Recent Inspection concluded that reduction is needed to reflect market value:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Alexander, Dylan & Kaitlin	MI191310000600 R/A of Green Valley Addn. Lot 60	15 Dell Way Minot, ND 58701	2023	\$244,000	\$209,000	\$10,980	\$9,405
Delzer-Saldana, Byron & Margarito	MI221420000020 Hansons Addn. Lot 2	1622 Central Ave W Minot, ND 58701	2023	\$128,000	\$115,000	\$5,760	\$5,175
Gaynor, Betty Lou	MI252980000040 Prosepect Heights Addn. Lot 4 Cloones S/D Lots 14 & 15	1512 1 st St SE Minot, ND 58701	2023	\$146,000	\$132,000	\$6,570	\$5,940
OBI 1, LLC	MI14F150000010 Park Business Condominiums Unit 1	1250 4 th Ave NW Minot, ND 58703	2023	\$739,000	\$550,000	\$36,950	\$27,500



Douglas Diedrichsen
Planning and Zoning Admin.
701-857-6405
PO Box 5005
Minot, ND 58702-5005

DATE: September 25, 2023
TO: Ward County Board of Commissioners
FROM: Doug Diedrichsen, Planning and Zoning Administrator
SUBJECT: Planning and Zoning Items from Planning Commission

MEMORANDUM

Variance

Public Hearing:

1. Don Aasen

Application for a **Special Use Permit** for the following described property:

SW4SW4SW4 less RoW 21-154-82

The applicant is requesting to be allowed to place an accessory dwelling on the property. Ward County zoning applies with the township recommending approval.

Planning Commission recommends Approval of the Special Use Permit Application based on finding of facts.

Plats

2. Todd Marschall

Application for a **Plat** for the following described property:

Proposed Outlot 1 of the E2SW4 6-151-82

The applicant is proposing to parcel an outlot, proposed outlot 1 is 12.23 acres. This outlot is for future residential purposes. Ward County zoning applies with the township recommending approval.

Planning Commission recommends Approval of the Outlot Plats Application based on finding of facts and staff recommendations.

3. Connie Wolf

Application for a **Plat** for the following described property:

Proposed Outlots 16 & 17 lying in the SW4SE4 7-153-81

The applicant is proposing to parcel two outlots, proposed outlot 16 is 21.66 acres, proposed outlot 17 is 18.63 acres. These outlots are for future residential/agricultural purposes. Ward County zoning applies with the township recommending approval

Planning Commission recommends Approval of the Outlot Plat Application based on finding of facts and staff recommendations.

4. Ed Rintamaki

Application for a **Plat** for the following described property:

Proposed Outlot 1 lying in the N2 4-157-86

The applicant is proposing to parcel an outlot, proposed outlot 1 is 211.17 acres. This outlot is for future agricultural purposes. Ward County zoning applies with the township recommending approval.

Planning Commission recommends Approval of the Outlot Plat Application based on finding of facts and staff recommendations.

**Planning/Zoning Office**

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

SPECIAL USE PERMIT \$200

Permit Number: _____

APPLICANT INFORMATION

Name: DON AASEN Phone: 701-240-5176
Email Address: DELLAASEN@G-MAIL.COM
Current Address: 9000 42ND. ST. S.E.

SUBJECT PROPERTY INFORMATION

Legal Description: N2SW4SW4 Less ROW 21-154-82
Address: (If Applicable) PENDING
Building Foot Print: (SF) 1200 Number of Stories: ONE Total SF of Structure: 1,200 S.F.
Parcel Size: (SF) 217,800 Existing Use: HOME
Off Street Parking: YES On Street Parking: NO ☐ New Construction ☐ Addition

DESCRIBE THE PROPOSED PROJECT

BUILD NEW ROAD, BRING IN ELECTRIC, RURAL WATER AND INSTALL SEWER SYSTEM.

OWNER INFORMATION

Name: DON AASEN Phone: 701-240-5176
Address: 9000 42ND. ST. S.E.
Email Address: DELLAASEN@GMAIL.COM

CONTRACTOR INFORMATION (IF APPLICABLE)

Name: _____ License Number: _____
Address: _____ Phone: _____
Email Address: _____

SIGNATURE

☒ I, the undersigned, hereby certify that the statements contained herein are true and correct to the best of my knowledge.

Signature of applicant: Don Aasen Date: 7-10-23

OFFICIAL USE

Date rcvd: <u>7/11/23</u>	Received by: _____	Paid: Yes/No Date: _____	Method: _____
Staff Check List: ☐ PHN to MDN: Sent _____ ☐ PHN to Ntfn Area: Sent _____ ☐ Comment rcvd: Y _____ N _____ ☐ Tnsp Rcmd: Sent _____ Rcvd _____ ☐ Staff report written		PC Action: First Reading Second Reading CC Action:	
Certified Mail Tracking #: _____			



PO Box 5005
Minot, ND 58702-5005
(701) 857-6405

Item #: 1

Planning Commission Staff Report

1st Reading Meeting Date: August 17th, 2023

2nd Reading Meeting Date: September 21st, 2023

Applicant: Don Aasen
9000 42nd St. SE Minot, ND 58701
701.240.5176

Owner: Don Aasen

Current legal description: SW4SW4SW4 less RoW 21-154-82

Address: (if applicable) 9000 42nd St. SE Minot, ND 58701

Township Sundre Township

Current Zoning: Ward County A1

Zoning Ordinance Reference: Ward County Zoning Dist. 2

PROJECT DESCRIPTION:

The applicant is requesting a Special Use Permit for an accessory dwelling.

FINDINGS OF FACT:

1. Proposed addition mobile home placed on a lot with an existing single family home
2. The land is currently residential and will be used for residential purposes.



HIGHWAY ENGINEERING CONSIDERATIONS:

Highway Department met with land owner in 2022 to look at option on access and it appears land owner is looking to share and existing access off of County Road 16 and we have no objection to the shared approach. An approach permit would be required if the landowner wants to make changes to the existing approach.

TOWNSHIP RECOMMENDATION:

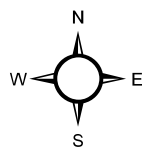
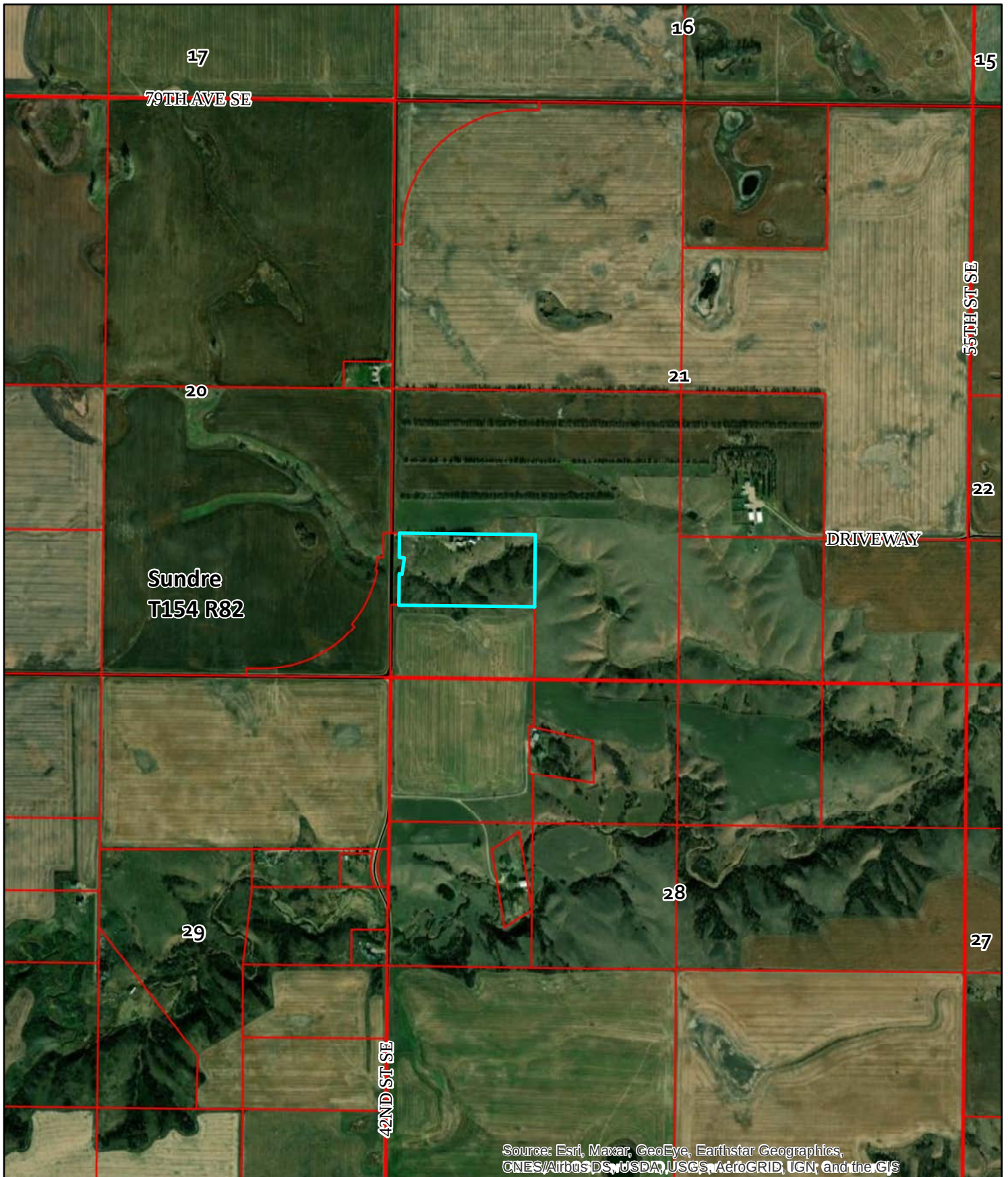
Based upon review Sundre Township has responded and the Sundre Township Board of Supervisors has recommended the plat be approved without comment or objection.

WATERBOARD RECOMMENDATION:

Based upon review and recommendation of the Water Resource Board Engineer, the plat is returned without objection but with the following recommendations:

1. A storm water management plan may be required if the subject property:
 - has a special use permit applied for
2. No development as a result of this plat should obstruct any watercourse or divert surface water flows.





Don Aasen
Special Use Application
21-154-82
Sundre Township

Ward County Parcels

0 550 1,100 2,200
Feet

**Planning/Zoning Office**

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

PLAT APPLICATION \$50/LOT**APPLICANT INFORMATION**

Name: Todd Marschall Phone: 701-751-6286
Email Address: tmarschall@houstoneng.com
Mailing Address: 3712 Lockport Street, Bismarck, ND 58503

SUBJECT PROPERTY INFORMATION

Proposed Name of Plat(s): Outlot 1
Legal Description: Outlot 1 of the East Half of the Southwest Quarter Section 6, Township 151 North, Range 82 West
Address: (If Applicable) 29700 55th St. SE, Max, ND 58759
Proposed use: R1 Existing Use: AG Number of Lots Proposed: 1

OWNER OF RECORD INFORMATION

Name: Joann Marschall Phone: 701-839-4833
Address: 3205 10th St. SW, Unit C6, Minot, ND 58701
Email Address: N/A

If applicant is different than the owner, please explain the position of the applicant as to the property in question:

Owners son

SIGNATURE

☒ I, the undersigned, hereby certify that the statements contained herein are true and correct to the best of my knowledge.

Signature of applicant: *Joann Marschall* Date: 8-21-2023

**** Please submit with this application, an official, notarized and signed surveyor's plat. All Landowners names and signatures must the plat.**

OFFICIAL USE

Current Zoning: <i>Rural</i>	Paid: Yes / No	Amount Paid:	Payment method/date:
Date Received:	Received By:		
Staff Check List: ☐ Tnsp rcmd sent _____ Received _____ ☐ WRD rcmd sent _____ Received _____ ☐ Rcdr Rww sent _____ Received _____ ☐ Staff report written	PC Action:		CC Action:



PO Box 5005
Minot, ND 58702-5005
(701) 857-6405

Planning Commission Staff Report

Item #: 3

Recommendations

Staff: **Approval w/ Conditions**

Township: **Approval w/o Conditions**

Water Board: **Approval w/conditions**

Meeting Date: Sept. 21st, 2023

Applicant: Todd Marschall

3712 Lockport St., Bismarck ND 58503

701.751.6286

Owner: Joann Marschall

Current legal description: E2SW4 6-151-82

Proposed legal description: Outlot 1 of the E2SW4 6-151-82

Address: (if applicable) N/A

Township: Iota Flat Township

Current Zoning: Ward County Rural

Zoning Ordinance Reference: Ward County Zoning Dist. 2

PROJECT DESCRIPTION:

The applicant is requesting to outlot for a future residential use.

RECOMMENDATION:

Staff recommends approval based on the findings of fact, recommendations from the township, Water Board and County Highway Department.

FINDINGS OF FACT:

1. Proposed Outlot 1 is 12.23 acres
2. The land is currently residential/agricultural and will be used for residential purposes.
3. The outlot 1 has access from 55th St. SW on the east side of the proposed outlot via easement.



PLANNING AND ZONING CONSIDERATIONS:

The applicant is proposing to parcel an outlot for residential purpose. Outlot 1 is 12.23 acres. The proposed outlot meets the 2.00 acre Ward County minimum.

HIGHWAY ENGINEERING CONSIDERATIONS:

The surveyor has provide for a 50foot access easement along the existing roadway being used to access the existing property. One item to note on the plat is the surveyor only went to one decimal for the state plane coordinates. I believe this still meets the ordnance, but I think most surveyors use two decimal places.

TOWNSHIP RECOMMENDATION:

Based upon review Iota Flat Township has responded and the Iota Flat Township Board of Supervisors has recommended the plat be approved without comment or objection.

WATERBOARD RECOMMENDATION:

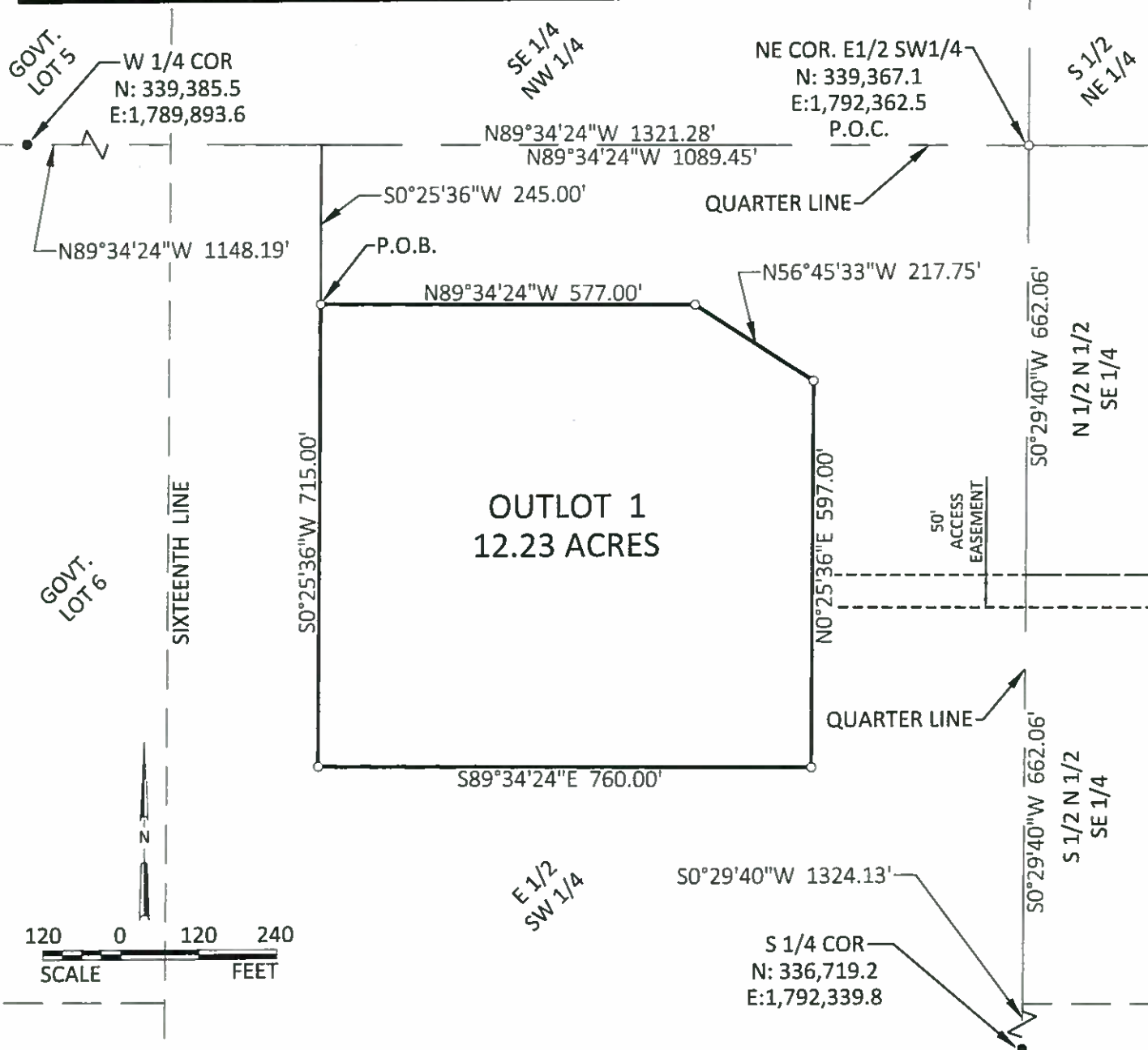
Based upon review and recommendation of the Water Resource Board Engineer, the plat is returned without objection but with the following recommendations:

1. A storm water management plan may be required if the subject property:
 - has a special use permit applied for
2. No development as a result of this plat should obstruct any watercourse or divert surface water flows.

PLAT OF OUTLOT 1
OF THE E 1/2 OF THE SW 1/4 OF SECT. 6, T. 151 N., R. 82 W.

WARD COUNTY, NORTH DAKOTA
PRESENT OWNER: JOANN MARSHALL

PLAT OF IRREGULAR DESCRIPTION (SEC. 57-02-39 N.D.C.C.)



DESCRIPTION OF OUTLOT 1

A TRACT OF LAND BEING PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 151 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING A SET REBAR WITH PLASTIC CAP #4431; THENCE NORTH 89°34'24" WEST, ON AND ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 6, A DISTANCE OF 1089.45 FEET; THENCE SOUTH 0°25'36" WEST, A DISTANCE OF 245.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 0°25'36" WEST, A DISTANCE OF 715.00 FEET; THENCE SOUTH 89°34'24" EAST, A DISTANCE OF 760.00 FEET; THENCE NORTH 0°25'36" EAST, A DISTANCE OF 597.00 FEET; THENCE NORTH 56°45'33" WEST, A DISTANCE OF 217.75 FEET; THENCE NORTH 89°34'24" WEST, A DISTANCE OF 577.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 12.23 ACRES, MORE OR LESS AND IS SUBJECT TO ANY PRIOR EASEMENTS OR ENCUMBRANCES.

BEARINGS/DISTANCES AND AREAS ARE BASED ON THE U.S. STATE PLANE COORDINATE SYSTEM OF 1983, NORTH DAKOTA NORTH ZONE, INTERNATIONAL FOOT, GROUND DISTANCES. COORDINATES SHOWN ARE IN GRID. SCALE FACTOR 1.0001470216

IRON MONUMENT FOUND
IRON MONUMENT CAP #4431 SET
P.O.C.
P.O.B.

POINT OF COMMENCEMENT
POINT OF BEGINNING



OUTLOT PLAT

SHEET
1 OF 4

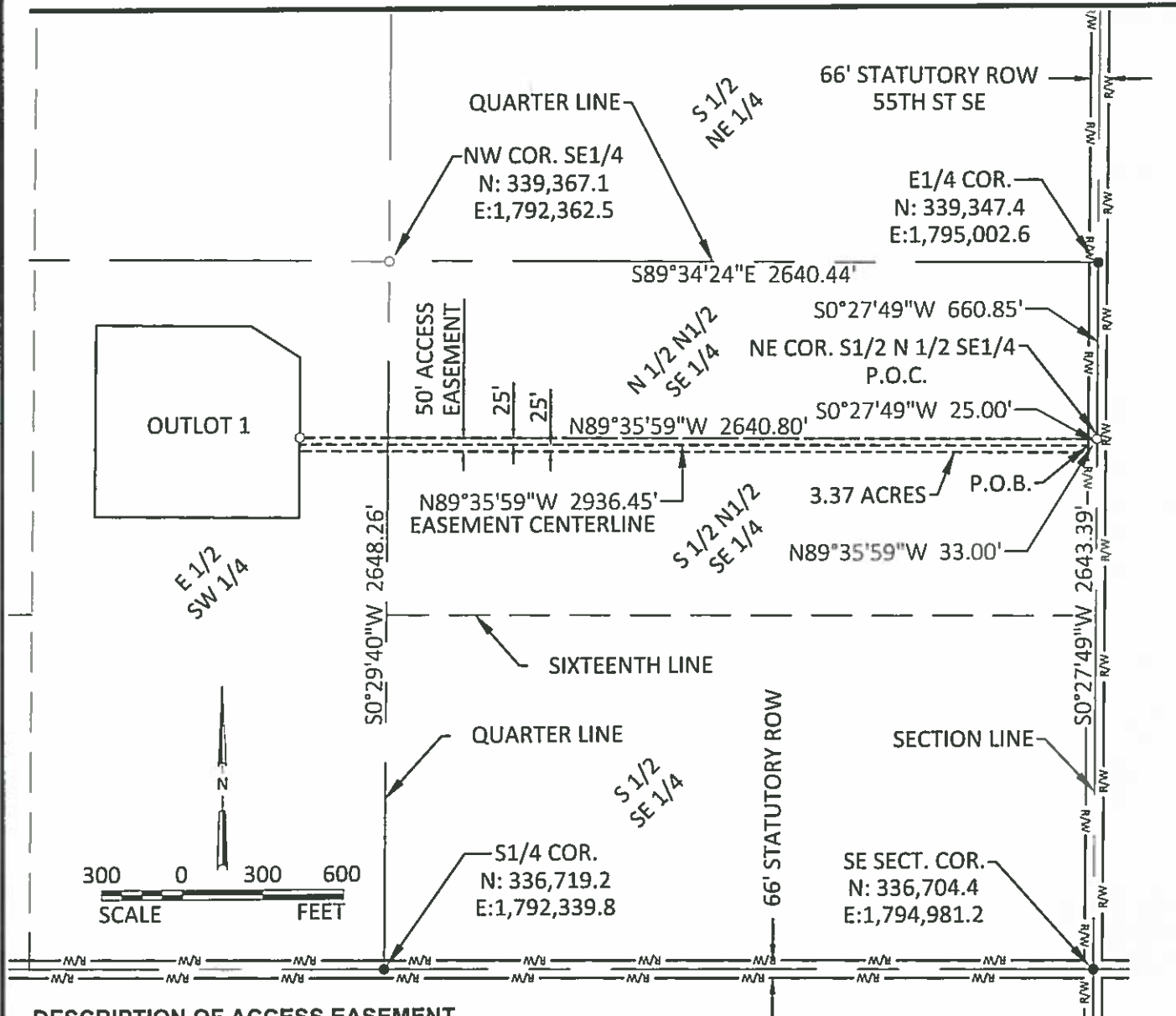
WITNESS OUR HANDS AND SEAL THIS 24th DAY OF August, 2023.

SHEET
2 OF 4

ACCESS EASEMENT

THE S 1/2 OF THE N 1/2 OF THE SE 1/4 AND THE E 1/2 OF
THE SW 1/4 OF SECT. 6, T. 151 N., R. 82 W.

WARD COUNTY, NORTH DAKOTA
PRESENT OWNER: JOANN MARSHALL



DESCRIPTION OF ACCESS EASEMENT

A 50.00 FOOT EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER AND ACROSS THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 151 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA, LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT BEING A SET REBAR WITH PLASTIC CAP #4431; THENCE SOUTH 0°27'49" WEST, ON AND ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 25.00 FEET; THENCE NORTH 89°35'59" WEST, A DISTANCE OF 33.00 FEET TO WESTERLY 33.00 FOOT STATUTORY RIGHT OF WAY LINE OF THE EAST LINE OF SAID SECTION 6 AND THE TRUE POINT OF BEGINNING OF THE EASEMENT CENTERLINE TO BE DESCRIBED; THENCE NORTH 89°35'59" WEST, PARALLEL WITH AND 25.00 FOOT PERPENDICULAR TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND ITS EXTENSION, A DISTANCE OF 2936.45 FEET TO THE EAST LINE OF OUTLOT 1 OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, SAID CENTERLINE THERE TERMINATING. THE SIDELINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE ON THE EAST LINE OF SAID OUTLOT 1 AND THE SAID WEST RIGHT OF WAY LINE OF SECTION 6.

SAID EASEMENT CONTAINS 3.37 ACRES, MORE OR LESS AND IS SUBJECT TO ANY PRIOR EASEMENTS OR ENCUMBRANCES.

BEARINGS/DISTANCES AND AREAS ARE BASED ON THE U.S. STATE PLANE COORDINATE SYSTEM OF 1983, NORTH DAKOTA NORTH ZONE, INTERNATIONAL FOOT, GROUND DISTANCES. COORDINATES SHOWN ARE IN GRID. SCALE FACTOR 1.0001470216

IRON MONUMENT FOUND
IRON MONUMENT CAP #4431 SET
P.O.C.
P.O.B.

POINT OF COMMENCEMENT
POINT OF BEGINNING



ACCESS EASEMENT

SHEET
3 OF 4

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT JOANN MARSCHALL, WHOSE ADDRESS IS 3205 10TH ST. SW, UNIT C6, MINOT, ND 58701, BEING THE OWNER AND PROPRIETOR OF THE REAL PROPERTY DESCRIBED BELOW DOES HEREBY GRANT AN ACCESS EASEMENT FOR INGRESS AND EGRESS PURPOSES ONLY TO THE OWNER(S) OF OUTLOT 1 OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 151 NORTH, RANGE 82 WEST, WARD COUNTY NORTH DAKOTA. THE MAINTENANCE OF SAID EASEMENT WILL BE THE RESPONSIBILITY OF THE OWNER(S) OF SAID OUTLOT 1.

EASEMENT DESCRIPTION:

A 50.00 FOOT EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER AND ACROSS THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 151 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA, LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6, SAID POINT BEING A SET REBAR WITH PLASTIC CAP #4431; THENCE SOUTH 0°27'49" WEST, ON AND ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 25.00 FEET; THENCE NORTH 89°35'59" WEST, A DISTANCE OF 33.00 FEET TO WESTERLY 33.00 FOOT STATUTORY RIGHT OF WAY LINE OF THE EAST LINE OF SAID SECTION 6 AND THE TRUE POINT OF BEGINNING OF THE EASEMENT CENTERLINE TO BE DESCRIBED; THENCE NORTH 89°35'59" WEST, PARALLEL WITH AND 25.00 FOOT PERPENDICULAR TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND ITS EXTENSION, A DISTANCE OF 2936.45 FEET TO THE EAST LINE OF OUTLOT 1 OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, SAID CENTERLINE THERE TERMINATING. THE SIDELINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE ON THE EAST LINE OF SAID OUTLOT 1 AND THE SAID WEST RIGHT OF WAY LINE OF SECTION 6.

SAID EASEMENT CONTAINS 3.37 ACRES, MORE OR LESS AND IS SUBJECT TO ANY PRIOR EASEMENTS OR ENCUMBRANCES .

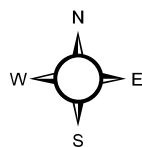
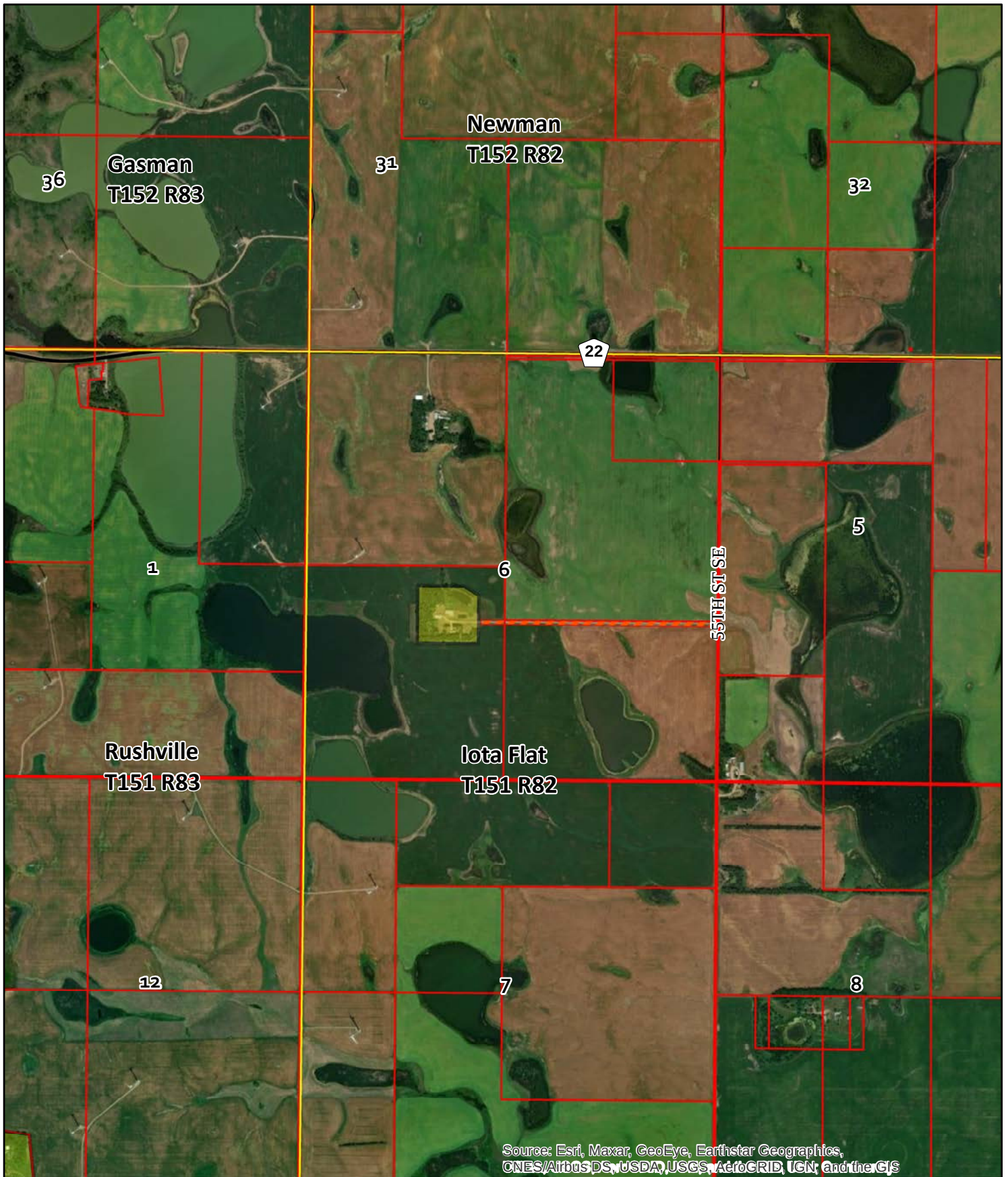
OUTLOT 1 DESCRIPTION:

A TRACT OF LAND BEING PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 151 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

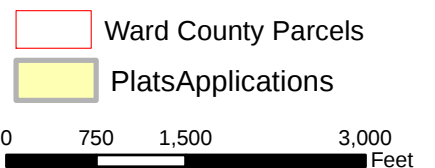
COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING A SET REBAR WITH PLASTIC CAP #4431; THENCE NORTH 89°34'24" WEST, ON AND ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 6, A DISTANCE OF 1089.45 FEET; THENCE SOUTH 0°25'36" WEST, A DISTANCE OF 245.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 0°25'36" WEST, A DISTANCE OF 715.00 FEET; THENCE SOUTH 89°34'24" EAST, A DISTANCE OF 760.00 FEET; THENCE NORTH 0°25'36" EAST, A DISTANCE OF 597.00 FEET; THENCE NORTH 56°45'33" WEST, A DISTANCE OF 217.75 FEET; THENCE NORTH 89°34'24" WEST, A DISTANCE OF 577.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 12.23 ACRES, MORE OR LESS AND IS SUBJECT TO ANY PRIOR EASEMENTS OR ENCUMBRANCES .





Todd Marschell
Outlot Plat Application
6-151-82
Iota Flat Township





Planning/Zoning Office

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

PLAT APPLICATION \$50/LOT

APPLICANT INFORMATION

Name: Connie Wolf

Phone: 701-720-9323

Email Address:

Mailing Address: 10801 149th AVE SE Sawyer, ND 58781

SUBJECT PROPERTY INFORMATION

Proposed Name of Plat(s): OUTLOT 17

Legal Description: 7-153-81

Address: (If Applicable)

Proposed use:

Existing Use:

Number of Lots Proposed: 1

OWNER OF RECORD INFORMATION

Name: Connie Wolf

Phone:

Address: 10801 149th AVE. SE Sawyer ND 58781

Email Address:

If applicant is different than the owner, please explain the position of the applicant as to the property in question:

SIGNATURE

☒ I, the undersigned, hereby certify that the statements contained herein are true and correct to the best of my knowledge.

Signature of applicant: Constance A. Wolf

Date: 8-21-2023

**** Please submit with this application, an official, notarized and signed surveyor's plat. All Landowners names and signatures must the plat.**

OFFICIAL USE

Current Zoning: Rural

Paid: Yes / No

Amount Paid:

Payment method/date:

Date Received:

Received By:

Staff Check List:

- ☐ Tnsp rcmd sent _____ Received _____
- ☐ WRD rcmd sent _____ Received _____
- ☐ Rcdr Rvw sent _____ Received _____
- ☐ Staff report written

PC Action:

CC Action:



Planning/Zoning Office

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

PLAT APPLICATION \$50/LOT

APPLICANT INFORMATION

Name: Connie Wolf Phone: 701-720-9323
Email Address: _____
Mailing Address: 10801 149th AVE SE Sawyer, ND 58781

SUBJECT PROPERTY INFORMATION

Proposed Name of Plat(s): Outlot 16
Legal Description: 7-153-81
Address: (If Applicable) _____
Proposed use: _____ Existing Use: _____ Number of Lots Proposed: 1

OWNER OF RECORD INFORMATION

Name: Connie Wolf Phone: _____
Address: 10801 149th AVE. SE Sawyer ND 58781
Email Address: _____

If applicant is different than the owner, please explain the position of the applicant as to the property in question:

SIGNATURE

☒ I, the undersigned, hereby certify that the statements contained herein are true and correct to the best of my knowledge.

Signature of applicant: Constance A. Wolf Date: 8-21-2023

** Please submit with this application, an official, notarized and signed surveyor's plat. All Landowners names and signatures must the plat.

OFFICIAL USE

Current Zoning:	Paid: Yes / No	Amount Paid:	Payment method/date:
Date Received:	Received By:		
Staff Check List: ☐ Tnsp rcmd sent _____ Received _____ ☐ WRD rcmd sent _____ Received _____ ☐ Rcdr Rvw sent _____ Received _____ ☐ Staff report written	PC Action:		CC Action:



PO Box 5005
Minot, ND 58702-5005
(701) 857-6405

Planning Commission Staff Report

Item #: 4

Recommendations

Staff: **Approval w/conditions**

Township: **Approval w/o conditions**

Water Board: **Approval w/conditions**

Meeting Date: Sept. 21st, 2023

Applicant: Connie Wolf
10801 149th Ave SE Sawter, ND 58781
701.720.9323

Owner: Connie Wolf

Current legal description: SW4SE4 7-153-81

Proposed legal description: Outlots 16 & 17 lying in the SW4SE4 7-153-81

Address: (if applicable) N/A

Township: Sawyer Township

Current Zoning: Ward County Rural

Zoning Ordinance Reference: Ward County Zoning Dist. 2

PROJECT DESCRIPTION:

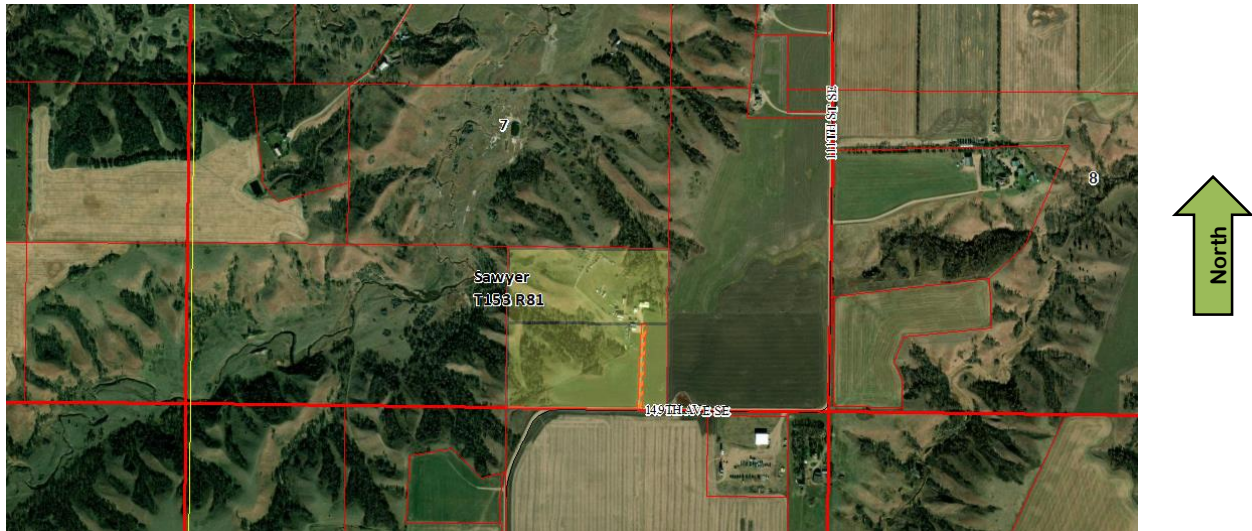
The applicant is requesting two outlots for a future residential use.

RECOMMENDATION:

Staff recommends approval based on the findings of fact and staff recommendations.
Township recommends approval.

FINDINGS OF FACT:

1. Proposed Outlot 16 is 21.66 acres, Proposed Outlot 17 is 18.63 acres
2. The land is currently residential/agricultural and will be used for residential/agricultural purposes.
3. The outlots 16&17 have access from 149th Ave SE on the south side of the proposed outlots.



PLANNING AND ZONING CONSIDERATIONS:

The applicant is proposing to parcel two outlots for residential/agricultural purpose. Outlot 16 is 21.66 acres, Outlot 17 is 18.63 acres. The proposed outlots meet the 2.00 acre Ward County minimum.

HIGHWAY ENGINEERING CONSIDERATIONS:

The surveyor has provided for a 40foot access easement along the existing roadway being used to access outlot 17. The property currently has one access onto an existing Sawyer Township road and it appears that both Outlot 16 & 17 will be using the existing access and no approach permit would be needed unless addition access would be required by outlot 16.

TOWNSHIP RECOMMENDATION:

Based upon review Sawyer Township has responded and the Sawyer Township Board of Supervisors has recommended the plat be approved without comment or objection.

WATERBOARD RECOMMENDATION:

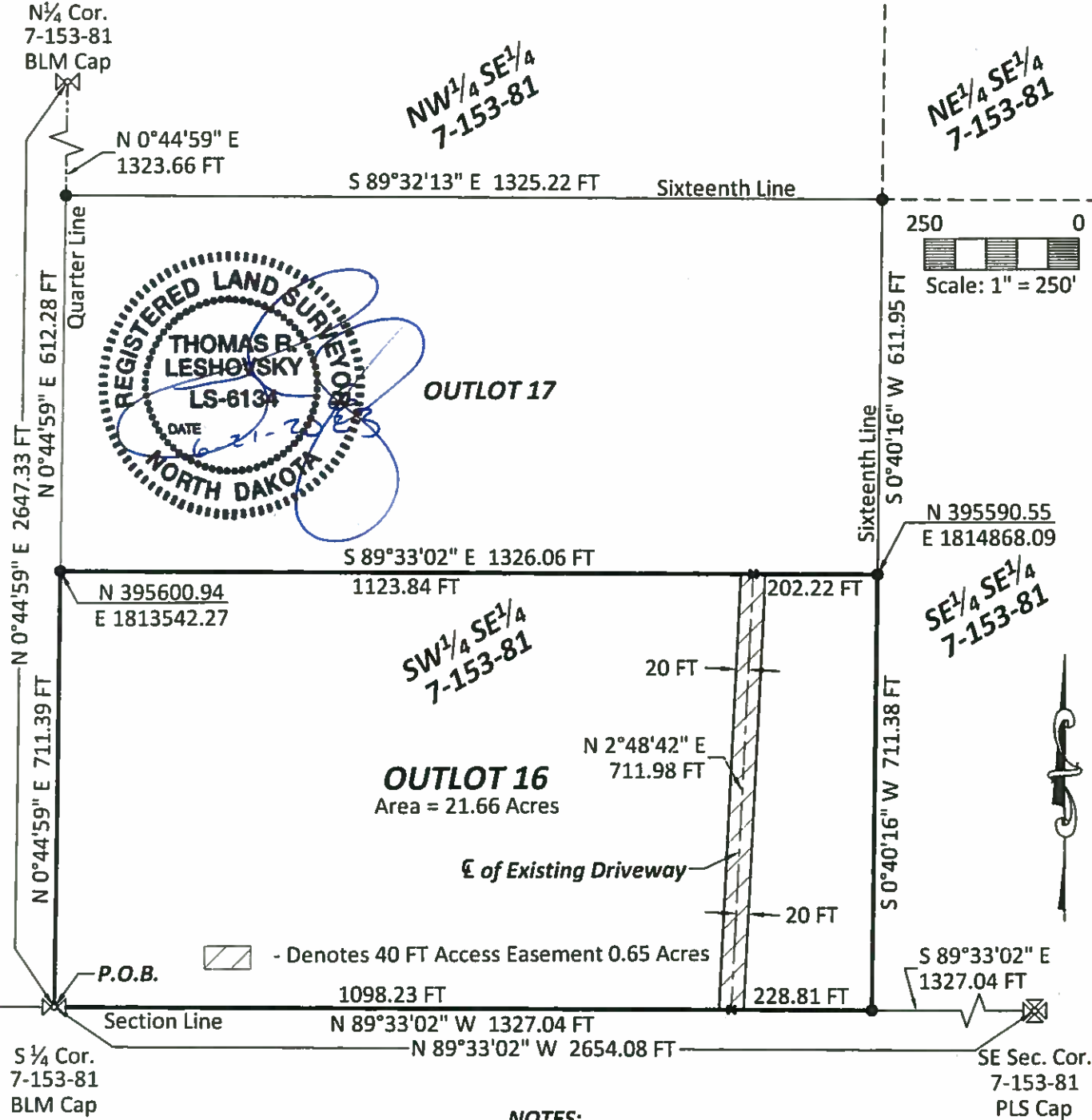
Based upon review and recommendation of the Water Resource Board Engineer, the plat is returned without objection but with the following recommendations:

1. A storm water management plan may be required if the subject property:
 - has a special use permit applied for
2. No development as a result of this plat should obstruct any watercourse or divert surface water flows.

PLAT OF OUTLOT 16

of lying in the SW¹/₄SE¹/₄, Section 7, Township 153 N, Range 81 W

Owners Constance A Wolf



- - Denotes Property Corners Set 18" #5 Rebar with PLS Cap #6134
- ✕ - Denotes Traverse Point
- ⊗ - Denotes Section Corners
- ⊗ - Denotes Quarter Corners

NOTES:

- Basis of Bearing and Coordinates obtained from NGS OPUS Solution NAD 83 North Dakota North (3301) U.S. Feet.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- Plat is subject to all prior Easements of record.

DESCRIPTION:

Outlot 16 of lying in the SW¹/₄SE¹/₄, Section 7, Township 153 N, Range 81 W described as follows:

Beginning at the South Quarter Corner of Section 7, Township 153 N, Range 81 W, of the 5th Principal Meridian, Ward County, North Dakota; Thence N 0°44'59" E, on the North-South Quarter Line, of said Section 7, a distance of 711.39 FT; Thence S 89°33'02" E, being Parallel to the South Line, of the Southeast Quarter, of said Section 7, a distance of 1326.06 FT, to a Point being on the East line of the SW¹/₄SE¹/₄; Thence S 0°40'16" W, on the East line of the SW¹/₄SE¹/₄, a distance of 711.38 FT, to a Point on the South Line, of the Southeast Quarter, of said Section 7; Thence N 89°33'02" W, on the South Line, of the Southeast Quarter, of said Section 7, a distance of 1327.04 FT, to the Point of Beginning.

Said described tract of land contains 21.66 Acres more or less.



WOLD
ENGINEERING, P.C.

Bottineau: 228-2292
Minot: 852-0338
Bismarck: 258-9227

THE UNDERSIGNED, Owners of the within described property, in accordance with the provisions of Sec. 57-02-39, Revised Code of 1943, and upon demand of the County Auditor of Ward County, North Dakota, have caused to be made the within and foregoing plat of said land with the lots as herein described, hereby donate and dedicate all the streets and alleys hereon shown to the public for public use, and have caused the same to be placed on record, as provided by law.

IN TESTIMONY WHEREOF the said owner has here unto set her hand and seal this 21st day of August, 2023.

Signed in the presence of Constance A. Wolf
(Seal)

(Seal)

(Seal)

STATE OF NORTH DAKOTA }ss

County of Ward

On this 21st day of August in the year 2023, before me, a Notary Public in and for said County and State, personally appeared

Constance A. Wolf
known to me to be the person who described in, and who executed the foregoing instrument and acknowledged that he executed the same.

My Commission Expires:

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

[Signature]
Notary Public

SURVEYOR'S CERTIFICATE

I, Thomas R. Leshovsky Registered Land Surveyor, do hereby certify that at the request of Constance Wolf made the within and foregoing plat and description of the land as herein described, and that the lots, distances, area and location, as indicated on said plat and shown in said description, are true and correct.

STATE OF NORTH DAKOTA }ss

County of Ward

Subscribed and sworn to before me this 21st day of June, 2023.

My Commission Expires:

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

REGISTERED LAND SURVEYOR
THOMAS R. LESHOVSKY
LS-6134
DATE 6-21-2023
NORTH DAKOTA

[Signature]
Notary Public

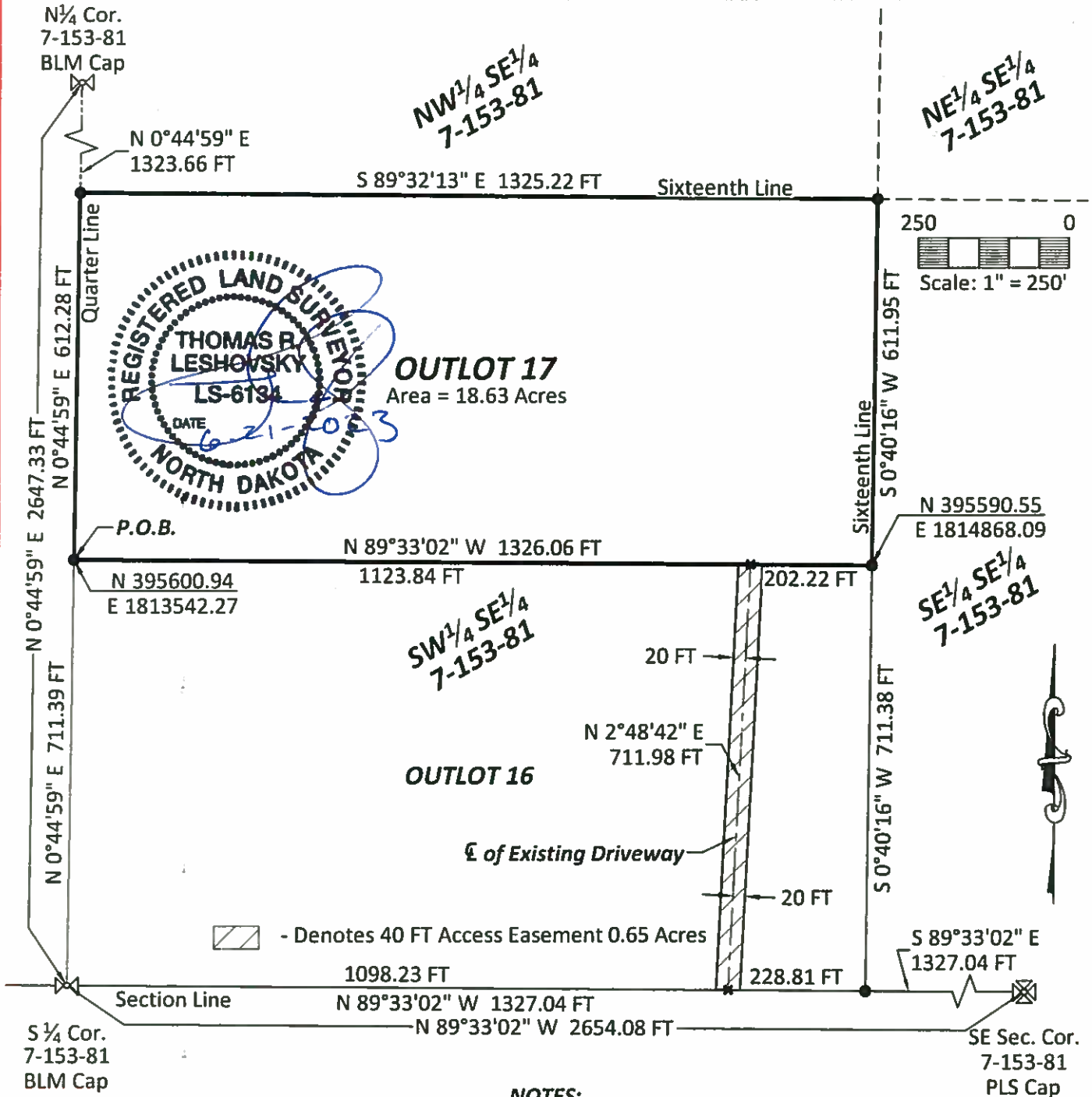
Approved _____, 20____

Approved _____, 20____

PLAT OF OUTLOT 17

of lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 7, Township 153 N, Range 81 W

Owners Constance A Wolf



THE UNDERSIGNED, Owners of the within described property, in accordance with the provisions of Sec. 57-02-39, Revised Code of 1943, and upon demand of the County Auditor of Ward County, North Dakota, have caused to be made the within and foregoing plat of said land with the lots as herein described, hereby donate and dedicate all the streets and alleys hereon shown to the public for public use, and have caused the same to be placed on record, as provided by law.

IN TESTIMONY WHEREOF the said owner has here unto set her hand and seal this 21st day of AUGUST, 2023

Signed in the presence of Constance A. Wolf
(Seal)

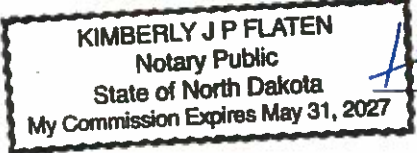
(Seal)

(Seal)

STATE OF NORTH DAKOTA }ss
County of Ward

On this 21st day of AUGUST in the year 2023, before me, a Notary Public in and for said County and State, personally appeared

Constance A. Wolf
known to me to be the person who described in, and who executed the foregoing instrument and acknowledged that he executed the same.

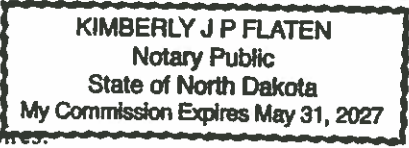
My Commission Expires:  [Signature]
Notary Public

SURVEYOR'S CERTIFICATE

I, Thomas R. Leshovsky Registered Land Surveyor, do hereby certify that at the request of Constance Wolf made the within and foregoing plat and description of the land as herein described, and that the lots, distances, area and location, as indicated on said plat and contained in said description, are true and correct.

STATE OF NORTH DAKOTA }ss
County of Ward

Subscribed and sworn to before me this 21st day of June, 2023.

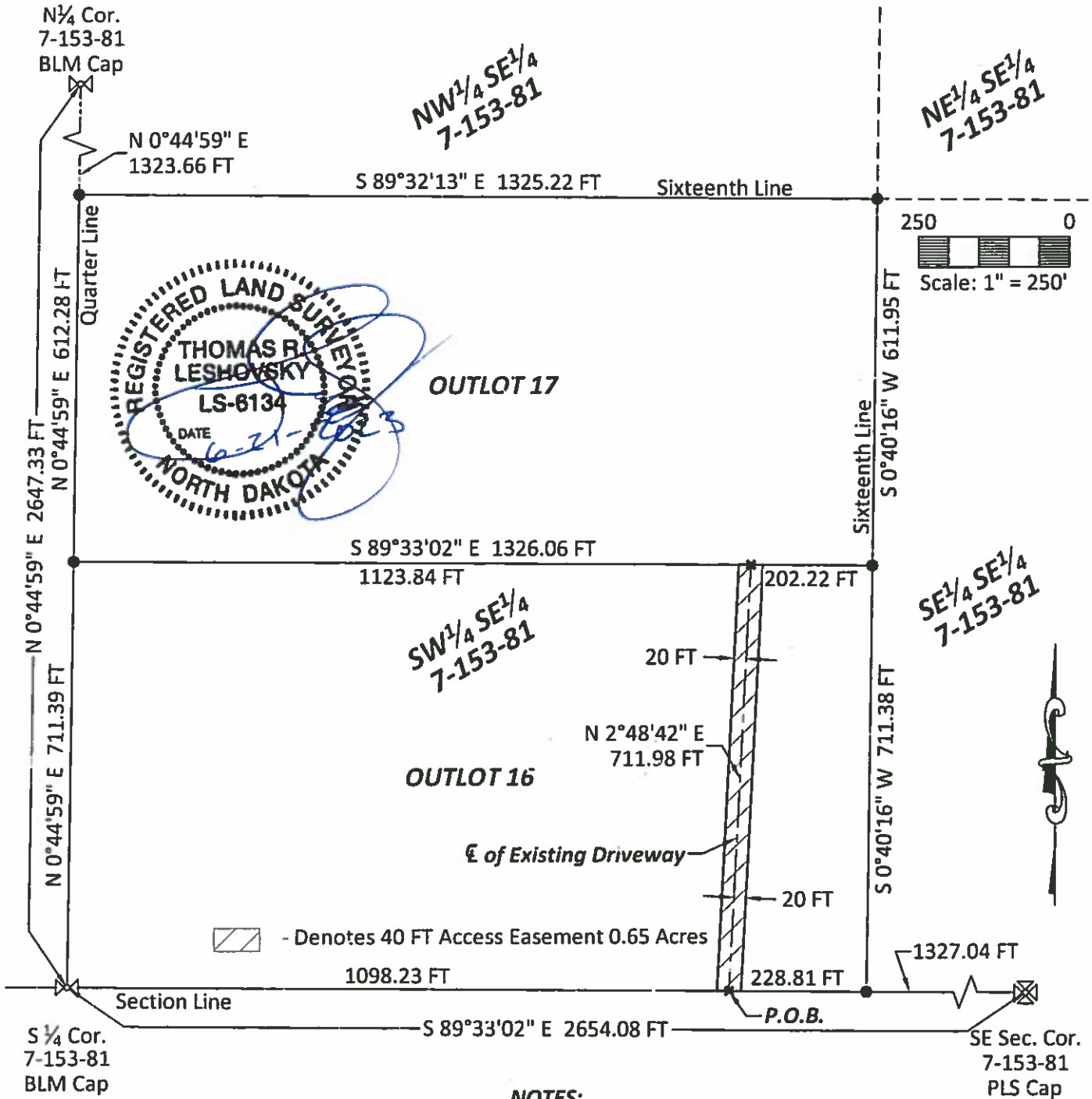
My Commission Expires:  [Signature]
Notary Public

Approved _____, 20____ Approved _____, 20____

EXHIBIT "A"

of lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 7, Township 153 N, Range 81 W

Owners Constance A Wolf



NOTES:

- - Denotes Property Corners Set
18" #5 Rebar with PLS Cap #6134
- ✱ - Denotes Traverse Point
- ⊠ - Denotes Section Corners
- ⊞ - Denotes Quarter Corners

- Basis of Bearing and Coordinates obtained from NGS OPUS Solution NAD 83 North Dakota North (3301) U.S. Feet.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- Plat is subject to all prior Easements of record.

ACCESS EASEMENT DESCRIPTION:

Being 20.00 FT on each side of the following described Centerline; Commencing at the South Quarter Corner of Section 7, Township 153 N, Range 81 W, of the 5th Principal Meridian, Ward County, North Dakota; Thence S 89°33'02" E, on the South Line, of the Southeast Quarter, of said Section 7, a distance of 1098.23 FT, to the Point of Beginning;
Thence N 2°48'42" E, a distance of 711.98 FT.

Said described tract of land contains 0.65 Acres more or less.



WOLD
ENGINEERING, P.C.

Eottineau: 228-2292
Minot: 852-0338
Bismarck: 258-9227

ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **CONSTANCE A WOLF OF 10801 149TH AVE SE SAWYER, ND 58781**, does hereby assign and convey, a permanent right-of-way and easement for the purpose of access, ingress and egress to adjoin and/or contiguous land, and for the use of driveway, access way over, upon, across and through the following described real property, located in Ward County, North Dakota, to-wit:

See attached depiction of Plat of Exhibit "A" Shown on the attached plat of Exhibit A, prepared by Registered Land Surveyor, Thomas R Leshovsky, of Wold Engineering, P.C.

The access easement herein shall benefit the following described property, located in Ward County, North Dakota, to-wit: Outlot 16, SW ¼ SE ¼ located in, Section 7, Township 153 North, Range 81, West 5th Principal Meridian.

ACCESS EASEMENT DESCRIPTION:

Being 20.00 FT on each side of the following described Centerline; Commencing at the South Quarter Corner of Section 7, Township 153 N, Range 81 W, of the 5th Principal Meridian, Ward County, North Dakota; Thence S 89°33'02" E, on the South Line, of the Southeast Quarter, of said Section 7, a distance of 1098.23 FT, to the Point of Beginning;

Thence N 2°48'42" E, a distance of 711.98 FT.

Said described tract of land contains 0.65 Acres more or less.

STATE OF NORTH DAKOTA)

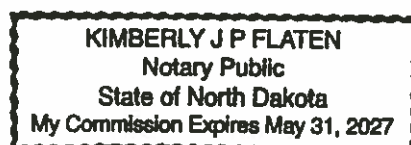
:SS

COUNTY OF Ward

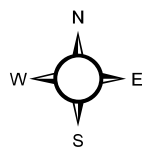
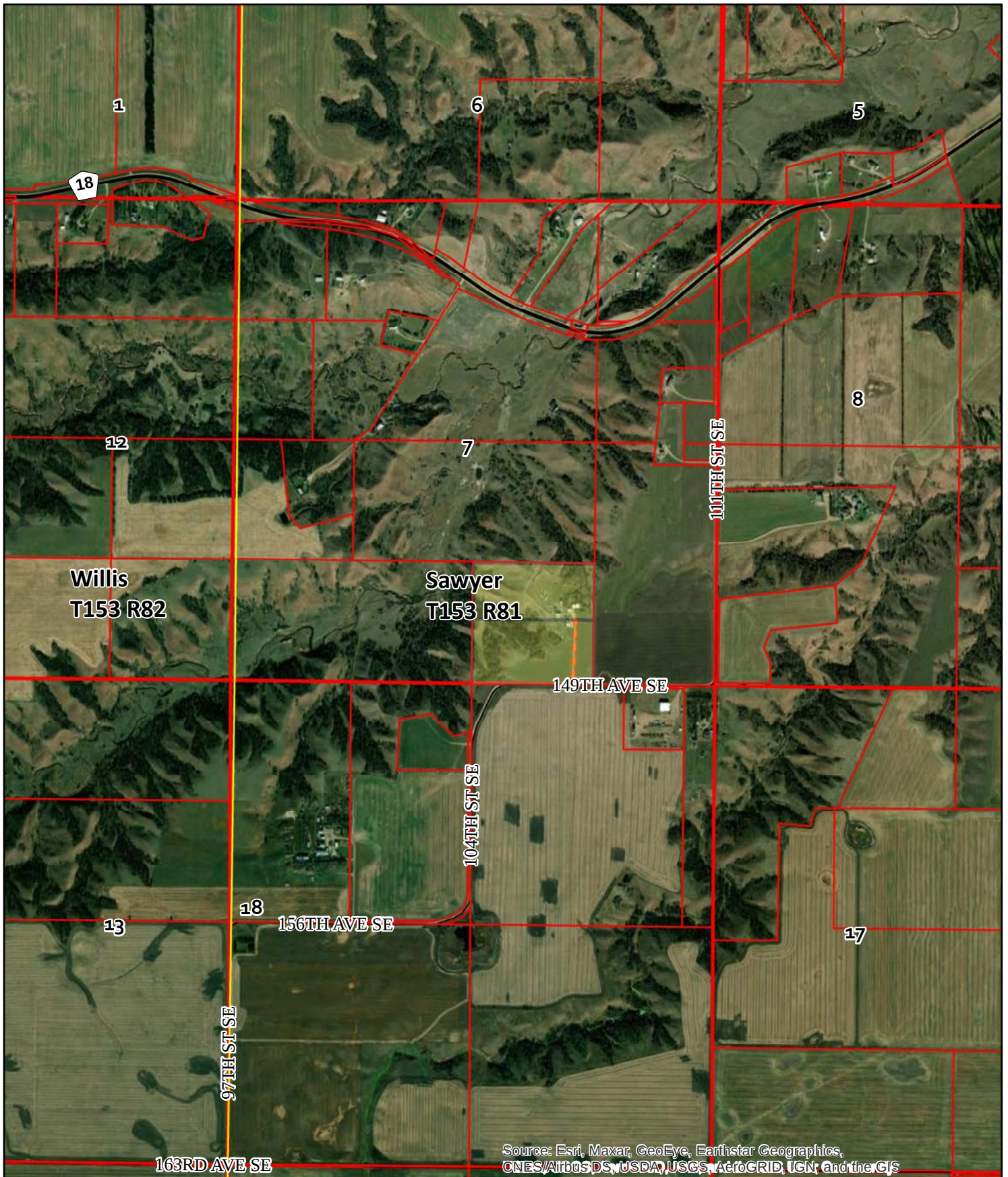
On this 21st day of August, 2023, before me personally appeared **Constance A Wolf**, known to me to the person who is described in and who executed the within instrument and acknowledge to me that they execute the same.

Constance A. Wolf
Constance A Wolf

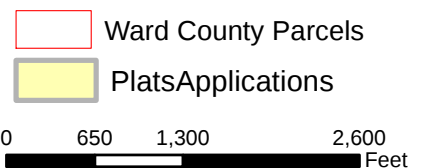
(SEAL)



[Signature]
Notary Public
State of North Dakota



Connie Wolf
 Outlot Plat Application
 7-153-81
 Sawyer Township





Planning/Zoning Office

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

PLAT APPLICATION \$50/LOT

APPLICANT INFORMATION

Name: Ed Rintamaki - 49th Latitude Land Survey, LLC

Phone: 701 580 2651

Email Address: erintamaki@49latitudelandsurvey.com

Mailing Address: 13046 74th Street NW, Alamo, ND 58830

SUBJECT PROPERTY INFORMATION

Proposed Name of Plat(s): Outlot 1

Legal Description: Section 4, T157N, R86W, 5th P.M., Ward County, ND

Address: (If Applicable) 7212 51st Avenue NW, Donnybrook, ND 58734

Proposed use: AG

Existing Use: AG

Number of Lots Proposed: 1

OWNER OF RECORD INFORMATION

Name: James & Sharon Pearson

Phone: 701 833 9209/701 240 0557

Address: 7212 51st Avenue NW, Donnybrook, ND 58734

Email Address: pearsonfarms55@gmail.com/s.pearson@dakotaranch.org

If applicant is different than the owner, please explain the position of the applicant as to the property in question:

Professional Land Surveyor of record

SIGNATURE

☒ I, the undersigned, hereby certify that the statements contained herein are true and correct to the best of my knowledge.

Signature of applicant: Edward J Rintamaki

Digitally signed by Edward J Rintamaki
Date: 2023.05.24 13:33:44 -05'00'

Date: 5/24/23

**** Please submit with this application, an official, notarized and signed surveyor's plat. All Landowners names and signatures must the plat.**

OFFICIAL USE

Current Zoning: Rural

Paid: Yes / No

Amount Paid:

Payment method/date:

Date Received:

Received By:

Staff Check List:

- ☐ Tnsp rcmd sent _____ Received _____
- ☐ WRD rcmd sent _____ Received _____
- ☐ Rcdr Rvw sent _____ Received _____
- ☐ Staff report written

PC Action:

CC Action:



PO Box 5005
Minot, ND 58702-5005
(701) 857-6405

Planning Commission Staff Report

Item #: 5

Recommendations

Staff: **Approval w/ Conditions**

Township: **Approval w/o Conditions**

Water Board: **Approval w/conditions**

Meeting Date: Sept 21st, 2023

Applicant: Ed Rintamaki
PO. Box 1000, Minot ND 58702
701.852.0381

Owner: James & Sharon Pearson

Current legal description: N2 4-157-86

Proposed legal description: Outlot 1 lying in the N2 4-157-86

Address: (if applicable) N/A

Township: Carpio Township

Current Zoning: Ward County Rural

Zoning Ordinance Reference: Ward County Zoning Dist. 2

PROJECT DESCRIPTION:

The applicant is requesting to outlot for a future agricultural use.

RECOMMENDATION:

Staff recommends approval based on the findings of fact, recommendations from the township, Water Board and County Highway Department.

FINDINGS OF FACT:

1. Proposed Outlot 1 is 211.17 acres
2. The land is currently agricultural and will be used for agricultural purposes.
3. The outlot 1 has access from a section Line extension of 324th St. NW on the west side and a private road from HWY 52 on the north side of the proposed outlot.



PLANNING AND ZONING CONSIDERATIONS:

The applicant is proposing to parcel an outlot for agricultural purpose. Outlot 1 is 211.17 acres. The proposed outlot meets the 2.00 acre Ward County minimum.

HIGHWAY ENGINEERING CONSIDERATIONS:

Outlot appears to be a large agricultural property being platted due to irregular shape. No additional comment at this time.

TOWNSHIP RECOMMENDATION:

Based upon review Carpio Township has responded and the Carpio Township Board of Supervisors has recommended the plat be approved without comment or objection.

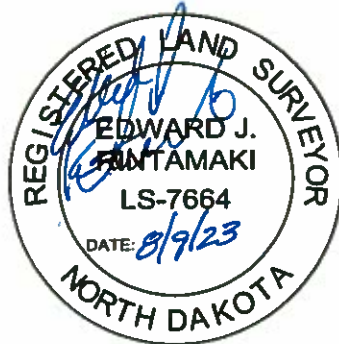
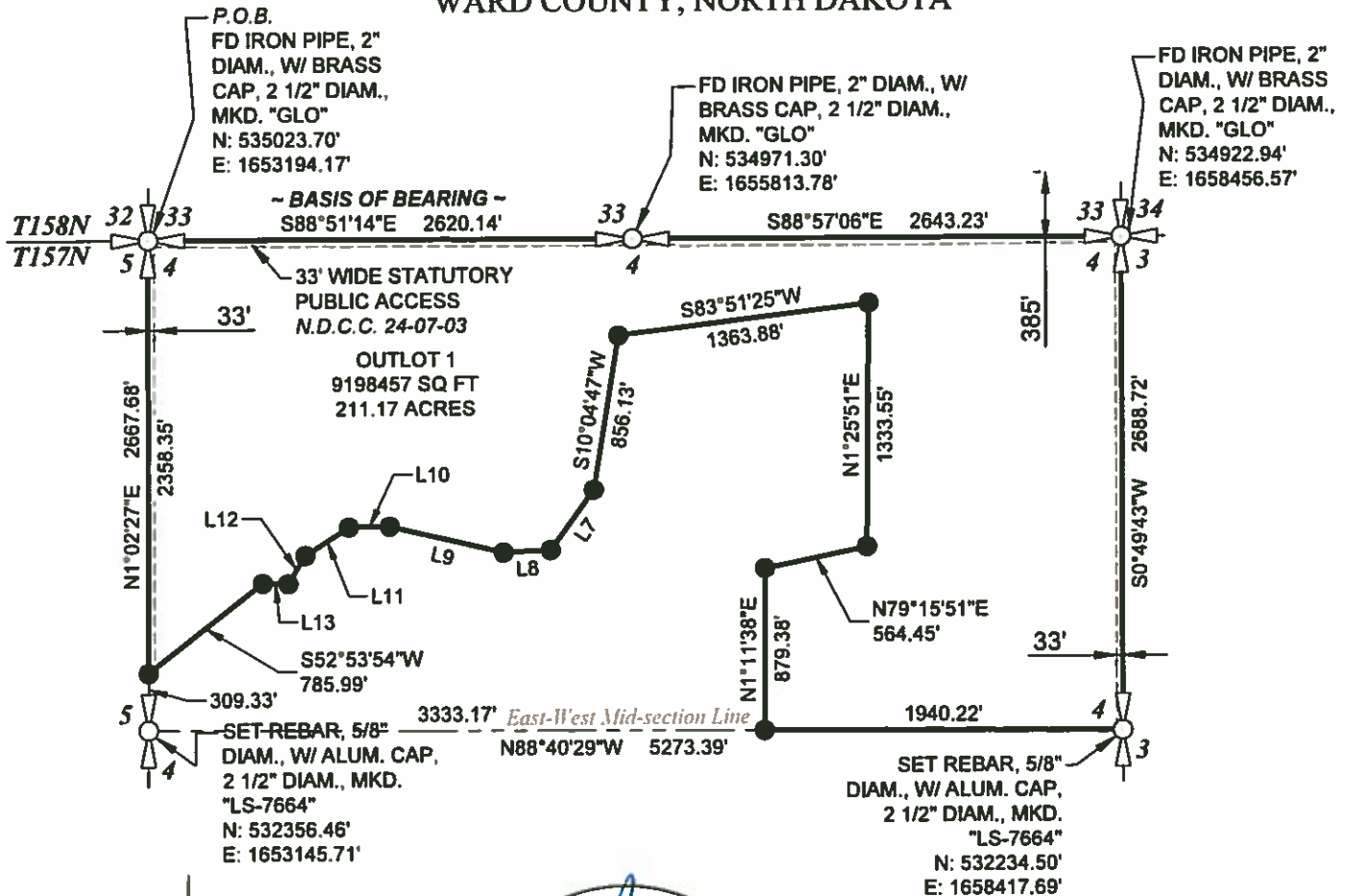
WATERBOARD RECOMMENDATION:

Based upon review and recommendation of the Water Resource Board Engineer, the plat is returned without objection but with the following recommendations:

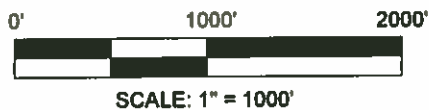
1. A storm water management plan may be required if the subject property:
 - has a special use permit applied for
2. No development as a result of this plat should obstruct any watercourse or divert surface water flows.

OUTLOT 1

SITUATE IN THE N1/2, SEC. 4, T157N, R86W, 5TH P.M.,
WARD COUNTY, NORTH DAKOTA



Line Table		
Line #	Length	Direction
L7	401.81'	S36°29'07"W
L8	255.78'	S88°35'17"W
L9	632.93'	N75°46'07"W
L10	220.68'	N89°44'51"W
L11	280.67'	S58°00'59"W
L12	179.96'	S32°14'50"W
L13	137.29'	N87°40'50"W



~ BASIS OF BEARING ~

THE BASIS OF BEARING FOR THIS SURVEY IS NAD 83, NORTH DAKOTA STATE PLANE COORDINATES, NORTH ZONE 3301, USFT. POINT OF ORIGIN: NDBerthold
LATITUDE: 48°19'0.86194"N;
LONGITUDE: 101°43'51.46413"W
HEIGHT: 2026.796'
COMBINED SCALE FACTOR: 0.999869779
GROUND DISTANCES SHOWN AND CONVERGENCE ANGLE NOT APPLIED TO BEARINGS.

~ SURVEYOR'S NOTE ~

A 40' WIDE INGRESS/EGRESS EASEMENT SHALL BE PROVIDED TO THIS TRACT OF LAND THROUGH OUTLOT 1, SITUATE IN SECTION 33, T158N, R86W, 5TH P.M., RENVILLE COUNTY, NORTH DAKOTA, AS SURVEYED AND SHOWN ON THE PLAT FOR SAID OUTLOT 1, RECORDED AS INSTRUMENT NUMBER 211099, RECORDS OF RENVILLE COUNTY RECORDER'S OFFICE, MOHALL, NORTH DAKOTA.

~ LEGEND ~



SECTION CORNER, AS NOTED



QUARTER SECTION CORNER, AS NOTED



SET REBAR, 5/8" DIAM., W/ PLASTIC CAP, MKD. "EJR LS-7664"

P.O.B.

POINT OF BEGINNING



BOUNDARY LINE, SURVEYED



EASEMENT LINE, EXISTING



SECTION LINE/ALIQUOT PART LINE

49th
LATITUDELANDSURVEY®
13046 74th Street NW
Alamo, ND 58830
Contact: 701.580.2651
www.49latitudelandsurvey.net

Prepared for: Jim Pearson

FILE NAME
23_036 Pearson_SURVEY.dwg

SCALE
1" = 1000'

DATE
8/9/23

DRAWN BY
RER

JOB
23_036

REVISION
1/1

SHEET
1/3

OUTLOT 1

SITUATE IN THE N1/2, SEC. 4, T157N, R86W, 5TH P.M.,
WARD COUNTY, NORTH DAKOTA

~ BOUNDARY DESCRIPTION ~

A TRACT OF LAND, SITUATE IN THE N1/2, SECTION 4, TOWNSHIP 157 NORTH, RANGE 86 WEST, 5TH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 4, MONUMENTED WITH AN IRON PIPE, 2 INCHES DIAMETER, WITH A BRASS CAP, 2 1/2 INCHES DIAMETER, MARKED "GLO", FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4, MONUMENTED WITH AN IRON PIPE, 1 INCH DIAMETER, WITH A BRASS CAP, 2 1/2 INCHES DIAMETER, MARKED "GLO", BEARS SOUTH 88°51'14" EAST, A DISTANCE OF 2620.14 FEET;

THENCE AROUND THE SUBJECT PARCEL, IN A CLOCKWISE MANNER, THE FOLLOWING EIGHTEEN (18) COURSES:

1. ALONG THE NORTH LINE OF SAID SECTION 4, SOUTH 88°51'14" EAST, A DISTANCE OF 2620.14 FEET TO THE NORTH QUARTER CORNER, MONUMENTED WITH AN IRON PIPE 1 INCH DIAMETER, WITH A BRASS CAP, 2 1/2 INCHES DIAMETER, MARKED "GLO";
2. THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 88°57'06" EAST, A DISTANCE OF 2643.23 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4, MONUMENTED WITH AN IRON PIPE, 2 INCHES DIAMETER, WITH A BRASS CAP, 2 1/2 INCHES DIAMETER, MARKED "GLO";
3. THENCE ALONG THE EAST LINE OF SAID SECTION 4, SOUTH 00°49'43" WEST, A DISTANCE OF 2688.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 4, MONUMENTED WITH A REBAR, 5/8 INCH DIAMETER, WITH AN ALUMINUM CAP, 2 1/2 INCHES DIAMETER, MARKED "LS-7664";
4. THENCE ALONG THE EAST-WEST MID-SECTION LINE, NORTH 88°40'29" WEST, A DISTANCE OF 1940.22 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
5. THENCE NORTH 01°11'38" EAST, A DISTANCE OF 879.38 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
6. THENCE NORTH 79°15'51" EAST, A DISTANCE OF 564.45 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
7. THENCE NORTH 01°25'51" EAST, A DISTANCE OF 1333.55 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
8. THENCE SOUTH 83°51'25" WEST, A DISTANCE OF 1363.88 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
9. THENCE SOUTH 10°04'47" WEST, A DISTANCE OF 856.13 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
10. THENCE SOUTH 36°29'07" WEST, A DISTANCE OF 401.81 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
11. THENCE SOUTH 88°35'17" WEST, A DISTANCE OF 255.78 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
12. THENCE NORTH 75°46'07" WEST, A DISTANCE OF 632.93 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
13. THENCE NORTH 89°44'51" WEST, A DISTANCE OF 220.68 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
14. THENCE SOUTH 58°00'59" WEST, A DISTANCE OF 280.67 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
15. THENCE SOUTH 32°14'50" WEST, A DISTANCE OF 179.96 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
16. THENCE NORTH 87°40'50" WEST, A DISTANCE OF 137.29 FEET TO A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
17. THENCE SOUTH 52°53'54" WEST, A DISTANCE OF 785.99 FEET TO THE WEST LINE OF SAID SECTION 4, MONUMENTED WITH A REBAR, 5/8 INCH DIAMETER, WITH A PLASTIC CAP, MARKED "EJR LS-7664";
18. THENCE ALONG SAID WEST LINE, NORTH 01°02'27" EAST, A DISTANCE OF 2358.35 FEET TO THE POINT OF BEGINNING, CONTAINING 211.17 ACRES OF LAND, MORE OR LESS.

HEREAFTER TO BE KNOWN AS OUTLOT 1, SITUATE IN THE N1/2, SECTION 4, TOWNSHIP 157 NORTH, RANGE 86 WEST, 5TH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA.

SUBJECT TO: ANY EXISTING RIGHTS OF WAY, EASEMENTS, COVENANTS, CONDITIONS, RIGHTS, RESERVATIONS, RESTRICTIONS, ENCUMBRANCES OR APPLICABLE SUBDIVISION, BUILDING AND ZONING ORDINANCES AND USE REGULATIONS, OF RECORD OR IN VIEW.



 13046 74th Street NW Alamo, ND 58830 Contact: 701.580.2651 www.49latitudelandsurvey.net	FILE NAME 23_036 Pearson_SURVEY.dwg		
	SCALE NA	DATE 8/9/23	DRAWN BY RER
	JOB 23_036	REVISION 1/1	SHEET 2/3
	Prepared for: Jim Pearson		

OUTLOT 1

SITUATE IN THE N1/2, SEC. 4, T157N, R86W, 5TH P.M.,
WARD COUNTY, NORTH DAKOTA

~ SURVEYOR'S CERTIFICATE ~

I DO HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER
THE LAWS OF THE STATE OF NORTH DAKOTA.



EDWARD J RINTAMAKI
REGISTERED LAND SURVEYOR NO. LS-7664
STATE OF NORTH DAKOTA
49TH LATITUDE LAND SURVEY, LLC

8/9/23

DATE



~ OWNER'S CERTIFICATION ~

THE UNDERSIGNED, OWNERS OF THE WITHIN DESCRIBED PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 57-02-39 OF THE NORTH DAKOTA CENTURY CODE, AND UPON DEMAND OF THE COUNTY AUDITOR OF WARD
COUNTY, NORTH DAKOTA, HAS CAUSED TO BE MADE THE WITHIN AND FOREGOING PLAT OF SAID LAND, WITH THE
LOTS AS HEREIN DESCRIBED, AND HAS CAUSED THE SAME TO BE PLACED ON RECORD, AS PROVIDED BY LAW.

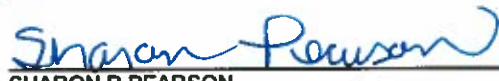
IN TESTIMONY WHEREOF, THE SAID OWNERS HAVE HEREUNTO SET THEIR HAND AND SEAL THIS 10th DAY OF
August IN THE YEAR 2023.



8-10-2023

JAMES P PEARSON

DATE



8-10-2023

SHARON R PEARSON

DATE

BE IT KNOWN ON THIS 10th DAY OF August IN THE YEAR 2023, BEFORE ME PERSONALLY
APPEARED JAMES P AND SHARON R PEARSON, KNOWN TO ME TO BE THE PERSONS WHO ARE DESCRIBED IN THE
WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME AND WHO EXECUTED THE SAME.

STATE OF NORTH DAKOTA)

) :SS

COUNTY OF WARD)

MY COMMISSION EXPIRES: August 23, 2026



EDWARD J. RINTAMAKI
Notary Public
State of North Dakota
My Commission Expires Aug. 23, 2026

~ WARD COUNTY RECORDER ~


LATITUDELANDSURVEY®
13046 74th Street NW
Alamo, ND 58830
Contact: 701.580.2651
www.49latitudelandsurvey.net

Prepared for: Jim Pearson

FILE NAME
23_036 Pearson_SURVEY.dwg

SCALE
NA

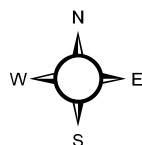
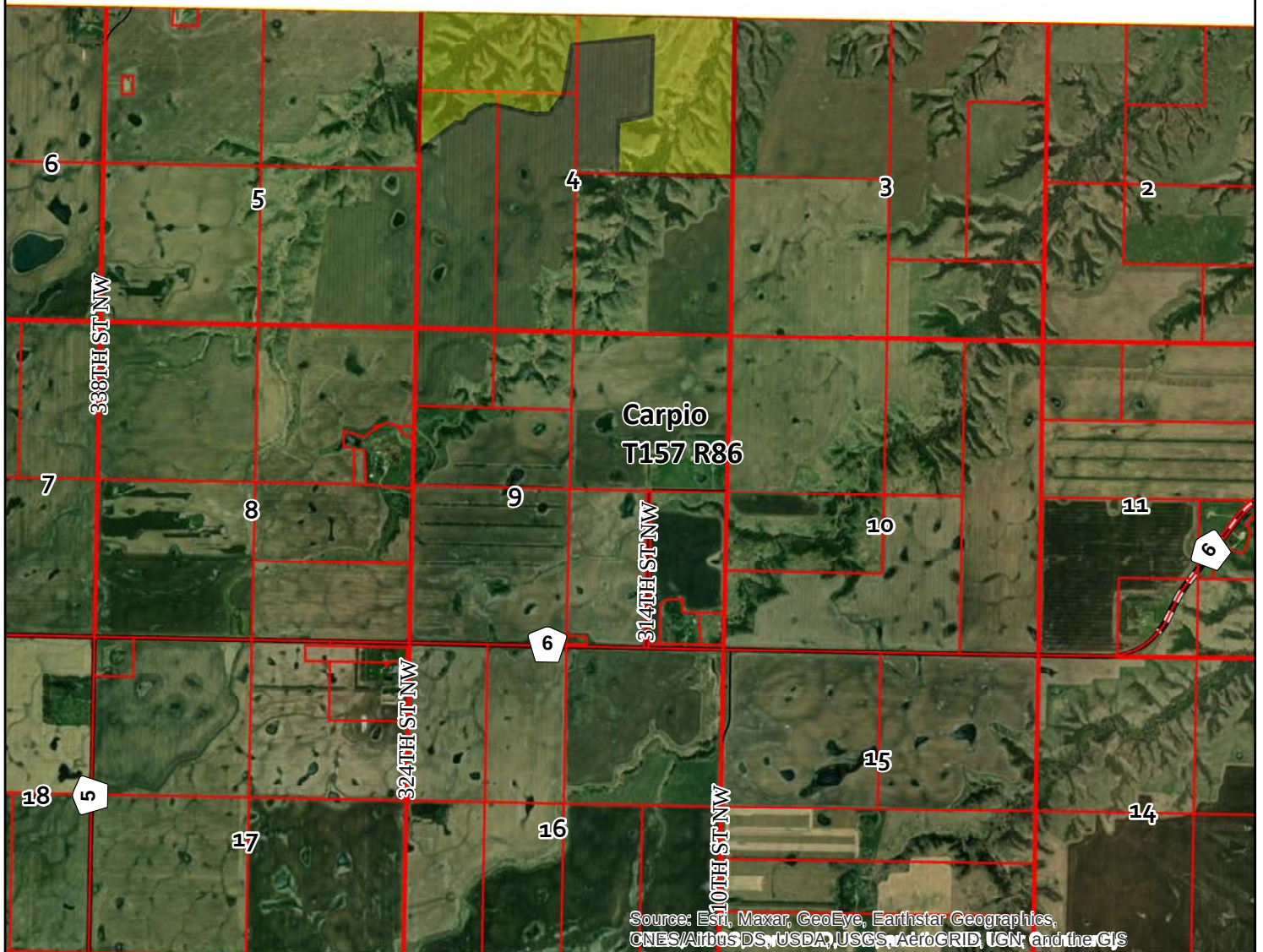
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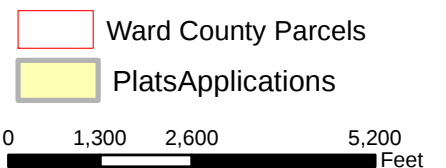
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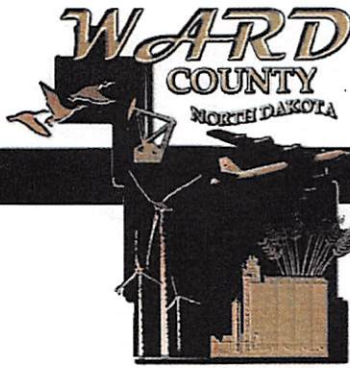
REVISION
1/1

SHEET
3/3



Ed Rintamaki
Outlot Plat Application
4-157-86
Carpio Township





Ward County Weed Control

P.O. Box 5005 • Minot, ND 58702-5005 • 200 72nd St SE • (701) 852-1970
Fax (701) 838-3801 • E-mail: derrill.fick@wardnd.com

WEED CONTROL

The Ward County Weed Control Office is asking the Ward County Commissioners for a change in the use of the \$25,000 awarded in ARPA grant application #23. This ARPA application #23 has been awarded to the Weed Control Office for the purchase of a drone that will have the capabilities of spraying for the control of noxious weeds. With all of the companies that can be hired that are currently doing this type of drone spraying along with the added time that would be needed by the Weed Control Officer it was decided to not purchase a spraying drone.

The Weed Control Office would like to use a portion of the awarded ARPA #23 dollars for the purchase of seasonal water storage tanks to be placed at three outlying county highway department shops. These water storage tanks would allow our spraying personnel to refill their spray rigs in closer proximity to the areas we are spraying in instead of having to go back to Minot, Burlington or Berthold to refill. We would also like to use a portion of the awarded ARPA #23 dollars for the purchase of a smaller drone with a camera for the survey and inspection of locations for noxious and invasive weeds.

The cost of the equipment needed for the water storage project is:

3- 1500-gallon storage tanks at \$1500 each for a total of	\$4,500
3- Gas powered 2" transfer pump at \$700 each for a total of	\$2,100
150 feet of 2" transfer hose at \$6.00 per foot for a total of	\$900
Transfer hose fittings and connectors for a total of	\$300

The cost of a drone with the extra batteries and training: \$2,500

Grand Total \$10,300

The Ward County Weed Control Office is asking reallocation of the ARPA #23 dollars from \$25,000 to \$10,300 and to repurpose the use of the dollars from a larger drone purchase to a smaller drone purchase and the use of water storage sites.

Thank you,

Derrill Fick

Ward County Weed Control Officer



WARD COUNTY HUMAN RESOURCES DEPARTMENT

LOLLY GORZE, SHRM-CP
DIRECTOR

HUMAN RESOURCE GENERALISTS:
MYRNA MOBERG
DANAE GREEK

Memorandum

To: Commissioners
From: Lolly Gorze, Human Resources Director
Date: October 3, 2023
Re: Human Resource's Agenda Items for October 3, 2023 Commission Meeting

Human Resources Office's Agenda items for the October 3, 2023 Commission Meeting are as follows:

1. Pay Amendments
2. Title VI – Meeting Requirements
3. Open Enrollment
4. New Dental Proposal

Pay Amendments

10.3.2023

New Hires/Rehires

Name	Dept	Title	FT/PT	Pay	Start Date
Patrick Luks	Sheriff	Court Security Officer	FT	\$24.92	9.25.23
Rachael Wyum	Auditor	Admin Assistant	FT	\$20.29	9.29.23

Promotions

Name	Dept	Title	FT/PT	Pay	Start Date

Terminations

Alyssa Ellet	Library	Librarian Assistant	Sub		9.22.23
Alejandro Reyes	Library	Librarian Assistant	Sub		9.22.23
Daniel Raub	Facilities	Building & Grounds II	FT		9.29.23
Kimberlee Guderjahn	HSZ		FT		9.29.23

Featured Job Opportunities

Assistant Director of Emergency Management

Posted September 6, 2023 4:30 PM | Closes October 4, 2023 4:30 PM

Assistant Director Emergency Management Starting Salary Range: \$56,303.65 - \$62,148.69 Depending on Experience GENERAL DESCRIPTION of POSITION: The... [Full Description](#)

[Apply Online](#)

Assistant State's Attorney

Posted August 15, 2023 8:30 AM | Open Until Filled

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](#)

Civil Engineer

Posted September 6, 2023 11:30 AM | Closes October 3, 2023 4:30 PM

Civil Engineer The Ward County Human Resources Department will be accepting applications for the position of a Civil Engineer in the Ward County Highway Department. ... [Full Description](#)

Correctional Officer

Posted September 5, 2023 8:00 AM | Open Until Filled

Correctional Officer The Ward County Human Resources Department will be accepting applications for the position of a Correctional Officer in the Ward County Detention... [Full Description](#)

Equipment Operator II - With Underfill

Posted September 5, 2023 8:00 AM | Open Until Filled

Equipment Operator II – with Underfill The Ward County Human Resource Department will be accepting applications for the position of an Equipment Operator II available in... [Full Description](#)

Equipment Operator III w/ Motorgrader Experience

Posted September 5, 2023 8:00 AM | Open Until Filled

Equipment Operator III w/Motorgrader Experience The Ward County Human Resource Department will be accepting applications for the position of an Equipment Operator III w... [Full Description](#)

Patrol Deputy

Posted September 15, 2023 10:45 AM | Open Until Filled

Online Ward County Application The Ward County Sheriff's Department is currently taking applications for the position of Deputy Sheriff. Pay will start at... [Full Description](#)

[Apply Online](#)



Employee Benefits Presentation

Prepared for

Ward County

Effective Date: January 01, 2024

					
Dental	AM Best A+ INCUMBENT	AM Best A+ RENEWAL	AM Best A QUOTE	AM Best A+ QUOTE	AM Best A+ QUOTE
	PPO - Dental	PPO - Dental	PPO - Dental	PPO - Dental	PPO - Dental
FINANCIAL					
Annual Premium	\$167,750	\$167,750	\$207,738	\$165,318	\$172,784
Difference from Current	n/a	0.0% \$0	23.8% \$39,988	-1.4% -\$2,432	3.0% \$5,034
Rate Guarantee	n/a	12	12	24	12*
Dental Rate					*2nd Yr cap 6%, 3rd yr cap 7%
Rate Basis	Per employee per month	Per employee per month	Per employee per month	Per employee per month	Per employee per month
	EE 79 \$36.71	EE 79 \$36.71	EE 79 \$45.46	EE 79 \$36.18	EE 79 \$37.81
	EE+SP 26 \$74.94	EE+SP 26 \$74.94	EE+SP 26 \$92.80	EE+SP 26 \$73.85	EE+SP 26 \$77.19
	EE+CH 33 \$86.17	EE+CH 33 \$86.17	EE+CH 33 \$106.72	EE+CH 33 \$84.92	EE+CH 33 \$88.76
	FAM 48 \$130.98	FAM 48 \$130.98	FAM 48 \$162.20	FAM 48 \$129.08	FAM 48 \$134.91
Employer Contribution	None	None	None	None	None
Broker Commissions	Flat 10%	Flat 10%	Flat 10%	Flat 10%	Flat 10%
ELIGIBILITY					
Eligibility Hours	As defined by employer	As defined by employer	As defined by employer	As defined by employer	As defined by employer
Deferred Services - Timely Entrants	No waiting period	No waiting period	No waiting period	No waiting period	No waiting period
Deferred Services - Late Entrants	No waiting period	No waiting period	No waiting period	No waiting period	No waiting period
NETWORK					
Network	Aflac PPO	Aflac PPO	Delta PPO/Premier	PPO	PPO
Usual & Customary (UCR)	90th	90th	In Network: Negotiated fee schedule Out of Network: 50th	In Network: Negotiated fee schedule Out of Network: 90th	In Network: Negotiated fee schedule Out of Network: 90th
ADMINISTRATION					
Missing Tooth Exclusion	Not included	Not included	Not included	Not included	Not included
ANNUAL DEDUCTIBLE					
	In-Network Out-of-Network	In-Network Out-of-Network	In-Network Out-of-Network	In-Network Out-of-Network	In-Network Out-of-Network
Annual Deductible - Individual	\$50 \$50	\$50 \$50	\$50 \$50	\$50 \$50	\$50 \$50
Annual Deductible - Family	\$150 \$150	\$150 \$150	\$150 \$150	\$150 \$150	\$150 \$150
Deductible Waived for Type I	Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes
MAXIMUM					
Preventive Apply Towards Annual Max	Yes	Yes	Yes	Yes	Yes
	In-Network Out-of-Network	In-Network Out-of-Network	In-Network Out-of-Network	In-Network Out-of-Network	In-Network Out-of-Network
Annual Maximum	\$2,000 \$2,000	\$2,000 \$2,000	\$2,000 \$2,000	\$2,000 \$2,000	\$2,000 \$2,000
Maximum Carryover	n/a n/a	n/a n/a	n/a n/a	n/a n/a	n/a n/a
Carryover Accumulation Amount	n/a n/a	n/a n/a	n/a n/a	n/a n/a	n/a n/a

-1.4 if go to 10 years on n

 Brown & Brown										
Dental	AM Best A+ INCUMBENT		AM Best A+ RENEWAL		AM Best A QUOTE		AM Best A+ QUOTE		AM Best A+ QUOTE	
	PPO - Dental		PPO - Dental		PPO - Dental		PPO - Dental		PPO - Dental	
DIAGNOSTIC & PREVENTIVE SERVICES										
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Oral Exams	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Full Mouth X-rays	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Space Maintainers	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Sealants	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
RESTORATIVE SERVICES										
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Amalgam (Silver) Fillings	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Composite (White) Fillings	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Simple Extractions	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
SURGICAL SERVICES										
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Endodontics	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Periodontics (Non Surgical)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Periodontics (Surgical)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Oral Surgery (Complex Extractions)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Cast Restoration (Inlay, Onlay, or Crown)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Prosthodontics (Dentures / Bridges)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Implants	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included
ORTHODONTIA SERVICES										
Orthodontia Eligibility	Child only		Child only		Child only (ages 8-19)		Child only		Child only (up to age 19)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Orthodontia Services	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia Lifetime Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
FREQUENCIES										
Oral Exam Frequency	2 per yr		2 per yr		2 per yr		2 per yr		2 per yr	
Cleaning Frequency	2 per yr		2 per yr		2 per yr		2 per yr		2 per yr	
Full Mouth X-ray Frequency	1 per 60 mo		1 per 60 mo		1 per 60 mo		1 per 60 mo		1 per 60 mo	



EMPLOYEE BENEFITS PROPOSAL & COMPENSATION DISCLOSURES

The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.

The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employee/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provision, including rates, for these plans may vary or result in the proposed plan to be withdrawn.

If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Hays Companies, Inc.

This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available

This presentation is the proprietary work product of Heys Companies, Inc. and is not authorized for further use or distribution.

Days Companies, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.

Hayes Companies, Inc. representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health legislation and regulations. Such guidance is based on good faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.

The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carrier's networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.

Failure to adhere to provisions of the Affordable Care Act (such as the employer shared responsibility payments, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more

comprehensive explanation of what fees and penalties may apply to you, you may contact your (Profit Center Name) representative at any time.

You are required to comply with *Medical Care and Coverage* distribution guidelines, which include requirements for SSC distribution. If an employee must travel to continue coverage, the SSC must be provided within 10 business days of the employee's departure. If an employee is not traveling, the SSC must be provided within 30 business days of the employee's departure. If an employee is not traveling and the SSC is not provided within 30 business days of the employee's departure, the SSC must be provided within 10 business days of the information available. Please refer to the Department's *Medical Care and Coverage* official guidance for complete details regarding travel and other SSC distribution guidelines.

NOTICE OF CARRIER FINANCIAL STATUS

Hays Companies, he makes every attempt to place coverage with carriers rated A- or better," though AM Best (www.ambest.com), a national credit rating agency with a specific focus on the insurance industry because of AM Best's rating is not by the various state departments of insurance. There are many carriers in the Employee benefits industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Hays Companies, Inc. periodically places coverage with carriers rated less than A- or not rated by AM Best.

with carriers rated less than A- or non-rated by AM Best.

Please be advised that Hays Companies, does monitor current trend data that is on or not on an object basis. However, because Hays Companies, Inc. cannot verify the financial soundness or stability of any financial company or alternative financial institution, the applicable current website and/or your account, Hays Companies, Inc. cannot guarantee the financial condition of such company will improve or deteriorate, we encourage you to review the financial information for each carrier at dot.fedex.com, a USIA Department of Justice website, the applicable carrier website and/or your account, hays.com and other available sources.

If you need assistance identifying the applicable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us for assistance. Alternative quotes with an A or better rating carrier may also be available upon your request.

GENERAL RATING GUIDE

Financial Strength Rating

A, A+ = Excellent

B++, B+ = Good

$$\partial_t \partial_x u = \partial_x \partial_t u$$

C00, C+ = Marginal

C, C = Week

D = Poor

E = Under Regulatory Supervision

F = ln Liquidation

S = Suspended

Financial Size Category (in Thousands)

Class 1 = Up to \$1,000

Class III = \$1,000 to \$2,000

Class III = \$2,000 to \$5,000

Class IV = \$5,000 to \$10,000

Class V = \$10,000 to \$25,000

Class VI = \$425,000 to \$500,000

Class VII = \$50,000 to \$100,000

DATE OF BIRTH = 11/11/1980

Class IX = \$2,500,000 to \$5M

CLASS A = 3500,000 to 37,500,000

DATE OF REPORT: 2/11/2010

CHASS 2011 25,000,000 to 2

CRIS 2011 = 21,430,000 to 2

Costs are approximately \$200,000 to \$250,000.

Cross ref = 280000000000

STANDARD COMPENSATION DISCLOSURE

[illegible]

If an intermediary is utilized in the sale of coverage, the intermediary may or may not be licensed in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown will provide separate disclosures independently and are not required to affirm other information contained herein. The insurance policy is issued by the insurance company named by Brown & Brown, Inc., but controlled by us. In addition to providing access to the insurance company, the Wholesale Insurance Brokerage Agreement provides for our underwriting, loss control, risk assessment, coverage review, claims coordination with insurance company, and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 35% of the premium.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 800-700-3124 or, if you prefer, submit your question or request online at <http://www.bbsurance.com/customerinquiry/>

ThreeFlow Disclosure

The information displayed here is a summary of the benefits, provisions, rates, and other related information. It is not intended to be a complete description of all coverages, exclusions, terms, or conditions, and it should not be deemed a legally binding contract. This summary is not intended to modify the meaning of any insurance policy. If there is ever a conflict, then the policy document issued by the insurance company will govern. This summary represents the benefits, provisions, rates, and other information authorized by the proposing carrier(s). Bid submission terms are subject to final application and risk approval by the issuing carrier.

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At the Hays Companies, we value your trust and are committed to the responsible management, use and protection of business or personal information. When we refer to "you" we mean those individuals and firms who have provided us with business or personal information in conjunction with inquiring about, applying for, or obtaining a financial product or service from us. All financial service companies collect a certain amount of this information to help service customers and administer their business. This Notice describes our policy regarding the collection, disclosure, and protection of business or personal information.

"Information", as used in this Notice, means information that identifies an entity or individual personally and is not otherwise available to the public. It includes financial information such as credit history, income, financial benefits, policy or claim information. It also includes personal health information such as individual medical records or information about an illness, disability or injury.

Hays Companies collects business and personal information to help service your transactions with us and to support our business operations. This information may be obtained directly from the individuals themselves, from corporate clients duly authorized to release such information and from certain third parties, such as insurance companies. Depending on the type of product or service applied for or obtained through us, personal information may include names, addresses, income, and claim histories.

To serve you and to administer our business, we may share certain business and personal information, only as permitted by law, with affiliates, such as business associates and our employees. We may also share business and personal information, again only as permitted by law, with unaffiliated third parties, such as insurance companies, administrators, and service providers who help us serve you and administer our business.

Our employees have access to business or personal information in the course of doing their jobs, which includes underwriting policies, paying claims, developing new products or advising customers about products and services. All of our employees are required to sign a confidentiality agreement in which they agree to protect the information to which they may have access.

We use manual and electronic security procedures to maintain the confidentiality and integrity of information in our possession and to guard against its unauthorized access. Some techniques we employ to protect information include secured files, user authentication, encryption, firewall technology and the use of detection software.

We are responsible for identifying information that must be protected, providing an adequate level of protection for that data and granting access to protected data only to individuals who must use it in the performance of their job-related duties. Employees who violate our Privacy Policy will be subject to disciplinary action, which may include termination.

Disclosure of your information will only be done with your proper written authorizations or as otherwise permitted or required by law. We will not share your business or personal information with anyone for purposes unrelated to Hays Companies business operations.

This Notice describes the privacy policies of Hays Companies. The privacy policy applies to individuals and firms who obtain or apply for a financial product or service, or have done so in the past. We will continue to follow our privacy policy regarding information even when a business relationship no longer exists between us.



TO: Ward County Commission
FROM: Craig Rudland, Manager
North Dakota State Fair
DATE: September 20, 2023
RE: Appointment of North Dakota State Fair Delegates

NDCC 4.1-45 specifies that State Fair delegates are to be appointed annually, and that each County have three delegates appointed and invited to the State Fair Association's Annual Meeting. As a County Commission, you are responsible to appoint TWO delegates. NDCC 4.1-45-02 specifies that these delegates must reside in your county.

Please submit the name and address of your appointed delegates to us in writing, including your signature, by October 13, 2023, so that we may invite them to our November 15, 2023, Annual Meeting to be held at the FFA Hall of the State Fair Center, Minot at 1:00 p.m. The nomination document may be scanned and emailed to shelly@ndstatefair.com, faxed to 701-857-7622, or mailed to PO Box 1796, Minot ND 58702 as long as it includes the signature of the authorized person nominating the delegate.

Please ensure that your appointees can attend the Annual Meeting. It is important to the exhibitors and fair participants from your area that they be appropriately represented. Your thoughtful consideration is most appreciated.

2022 Delegates

Kandi Mikkelsen
12400 72nd St SW
Minot ND 58701

Attended

Yes

John Fjeldahl
301 254th St SW
Berthold ND 58718

Yes

P.O. Box 1796
Minot, North Dakota 58702
Phone 701.857.7620
Fax 701.857.7622
email: ndsf@minot.com
Web site: ndstatefair.com

Memorandum

Date: 9/25/2023
Prepared By: Mara Dalton, Graduate Engineer
Project: Sawyer, ND
ARPA Project No. 67
Subject: Project Scope Change

The City of Sawyer is respectfully requesting that the funds previously allocated to the Water Sewer & Street Improvements be allocated to Sanitary Sewer Rehabilitation for the City of Sawyer. The City of Sawyer's sanitary sewer system dates back to 1966. Since its original installation, minimal maintenance, if any, has been performed on the sanitary sewer collection system. Due to the age and minimal maintenance that has been performed, there is high concern of major failures within the system to begin to occur. The City plans to rehabilitate 11,415 linear feet of their sanitary sewer system with Cured-In-Place-Pipe, a trenchless technology that would "reline" a new pipe inside the existing sewer main. It is anticipated that the total cost for this project will be around \$900,000. Project bidding will take place next month and the project will be under contract by December 31, 2023.

If you have any questions or concerns, do not hesitate to contact me.

Thank you,

Mara Dalton
mara.dalton@mooreengineeringinc.com
701.751.8390



PAYMENT REQUEST FORM

ARPA PROJECTS

Date 09/25/2023

ARPA Prj No. 67

Receipt Information

Company: City of Sawyer
Contact Person: Kristy Borud
Mailing Address: PO Box 227
Address Line 2: _____
City: Sawyer State: ND Zip: 58781
Phone Number: (701) 624 - 5649 Alt. Phone Number: _____
Email Address: sawyer81@srt.com

Project Information

Project Name: Sanitary Sewer Rehabilitation
Payment Request No. 1 Amount Requesting: \$29,800
Total Amount Spent on Project To-Date: \$29,800 Percent Work Completed: 3%
Description of Work Completed For This Payment Request:
Moore Engineering preliminary and final design.

Submit Your Application

Submit completed applications by one of the following Methods

Email: Marisa.Haman@co.ward.nd.us

Mail: Ward County Auditor/Treasurer's Office, PO Box 5005, Minot, ND 58702-5005

Please include all supporting materials including: procurement requirements, copies of bids, copies of invoice, copies of canceled checks, etc. By submitting this payment request, you certify that your entity will meet all the Single Audit requirements, verify active SAM.gov UEI for your entity and contractors.



moore
engineering, inc.

925 10th Avenue East • West Fargo, ND 58078
T: 701.282.4692 • F: 701.282.4530
mooreengineeringinc.com

City of Sawyer, ND
Wayne Flores
PO Box 227
104 Dakota Ave S
Sawyer, ND 58781-0227

Invoice number 34750
Date 08/25/2023
Project **23395 Sawyer Sanitary Sewer
Rehabilitation**

Professional Services

Sanitary Sewer Rehabilitation

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
310 Preliminary Design	15,000.00	100.00	15,000.00	0.00	15,000.00
320 Final Design	35,000.00	42.29	14,800.00	0.00	14,800.00
330 Bidding and Negotiation	10,000.00	0.00	0.00	0.00	0.00
Total	60,000.00	49.67	29,800.00	0.00	29,800.00

Invoice total **29,800.00**

DUE UPON RECEIPT

PLEASE REMIT PAYMENT - ATTENTION ACCOUNTING



To: Commissioners
From: Marisa Haman/Auditor-Treasurer
Date: October 3rd, 2023
Re: Opioid remediation funds

Action requested: Direction in how to proceed with received funds.

As of August 31st, 2023 we have received \$55,056.18 in opioid litigation settlement funds. Below is the updated N.D.C.C. pertaining to how these funds can be utilized.

50-36-06. Political subdivisions - Public health units.

1. A political subdivision that recovers moneys as a result of opioid litigation may deposit the moneys in the fund or may retain the moneys and transfer the moneys to the public health unit that provides services to that political subdivision.
2. A political subdivision that recovers and retains moneys as a result of opioid litigation shall collaborate with a public health unit on the use of the moneys for local programs for remediating and abating the opioid crisis. The use of moneys under this subsection must be in compliance with any court-ordered restrictions. The political subdivision and public health unit shall work together to ensure all reporting requirements are met.
3. All political subdivisions shall provide an allocation plan to the behavioral health division prior to expenditure.



Auditor / Treasurer's Office

Marisa Haman
Auditor/Treasurer

Misty Hester
Deputy

To: Commissioners
From: Marisa Haman/Auditor-Treasurer
Date: October 3rd, 2023
Re: Proposed Galusha Ranch Paving Project

The Special Assessment Screening Committee met on September 27th, 2023 and reviewed the engineer's report for the proposed paving project benefitting roads within Galusha Ranch Addition and Galusha Ranch Second Addition, see attachments for exact roads. A petition to have the project completed was signed by eighty-five percent of property owners. Sundre Township will not be providing routine maintenance on the improvements requested, any subsequent seal coats, resurfacing or other major structural work would need to be paid by property owners.

The engineer cost estimate is as follows:

Construction	\$1,120,000
10% Contingency	\$ 112,000
<u>20% Incidental (engineering, admin, etc.)</u>	<u>\$ 224,000</u>
Total Project Cost	\$1,456,000

The screening committee determined the paving project to be feasible and recommends the following:

- Approval of the project
- Acceptance of Engineer's Report by Resolution of Necessity
- Activation of the Special Assessment Committee
- Approval to pursue financing via improvement bonds

**RESOLUTION OF NECESSITY FOR AN IMPROVEMENT
BENEFITTING THE FOLLOWING ROADS IN GALUSHA RANCH ADDITION AND GALUSHA RANCH
2ND ADDITION BEING 20TH St. SE, 23rd St. SE, 24th St. SE, 26th St. SE, 43rd Ave SE, and 49th Ave SE.
NO. 1-2023**

BE IT RESOLVED by the Board of Ward County Commissioners, that the Commission has received and considered the report of the engineer, as to the general nature, purpose and feasibility of the proposed improvement benefiting GALUSHA RANCH ADDITION AND GALUSHA RANCH 2ND ADDITION BEING 20TH St. SE, 23rd St. SE, 24th St. SE, 26th St. SE, 43rd Ave SE, and 49th Ave SE Minot, North Dakota - Paving District No. 1-2023 and an estimate of the probable cost of the work, and has approved said report and directed that it be filed in the County Auditor/Treasurer's office, where any interested person may examine it, and determine that it is necessary to make the improvement to wit:

Scarification, and shaping the existing roadways, 4" of aggregate base course, and 4" of bituminous surface. The final roadway will have a 24' wide driving surface and meet the City of Minot minimum pavement section for residential roadways.

BE IT FURTHER RESOLVED that special assessments for the improvement shall be levied upon properties within the boundaries for the district and heretofore created, to wit:

Galusha Ranch Paving District No. 1-2023.

This roadway begins at the intersection of 20th St. SE and 54th Ave SE in Sundre Township.

BE IT FURTHER RESOLVED that the entire cost to the County shall be paid by the levy of special assessments upon such properties in amount proportionate to and not exceeding the benefits to be received by them from the improvements; and

BE IT FURTHER RESOLVED that this resolution shall be published once each week for two consecutive weeks in the official newspaper, and the County Commission shall during its meeting to be held Tuesday November 7th, 2023 which begins at 9:00 am, hear and determine the sufficiency of any written protests which owners of property within the district may file with the county Auditor/treasurer within thirty days after first publication.

Adopted this ____ day of October, 2023.

Attest:

John Fjeldahl
Ward County Commission Chairman

Marisa Haman
Ward County Auditor/Treasurer

August 22, 2023

Ready Builders Inc.
5224 S. Bdwy
Minot, ND 58701

Marisa Haman
Ward County Auditor
PO Box 5006
Minot, ND 58702-5006

Re: Galusha Ranch Paving Petition

Dear Marisa:

Enclosed please find the following:

1. Special Assessment Procedure signed by R. Todd Hustad, Chairman, Sundre Township Board;
2. Preliminary Engineer's Opinion of Probable Cost;
3. Signature pages of the Petition, Pages 1-5;
4. Engineer's Report Dated May, 2023;
5. Paving and Related Services Agreement signed by all homeowners at Galusha Ranch Addition prior to purchase of their lot;
6. Check #6451 in the amount of \$500.00 from Ready Builders Inc. as sponsor of the paving petition.

I included the signatures in #5 above showing all homeowners had knowledge of the probability of a paving district prior to purchasing their lots. Not sure if you need or require this but included it for reference.

I believe this covers everything needed. If anything further is needed, please contact myself at 701.240.9693 or readybuilders@srt.com; or Stacey Abel at 701.833.4920 and the same email listed previously. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Karla Abel', written over a horizontal line.

Karla Abel, Office Manager
Ready Builders Inc.

SPECIAL ASSESSMENT PROCEDURE

(All petitioners must read carefully)

1. Some interested party will act as sponsor and contact person to represent user group desiring the improvement.
2. Sponsor shall contact a certified professional engineer to explain the type of improvement desired and the exact extent of the improvement area.
3. The sponsor shall furnish an engineer's report covering general nature, purpose, feasibility and cost estimate of the improvement, a map depicting the boundaries of the proposed district, and a list of all property descriptions and owners therein.
4. The sponsor shall be required to deposit a non-refundable fee of \$500.00 for preparatory and incidental expenses incurred prior to declaring a resolution of necessity for a special assessment district. If the district is approved, the \$500.00 fee shall be applied to administrative costs.
5. The sponsor will obtain the standard petition forms supplied by Ward County, enter the specific data applying to the improvement and circulate the petition. The engineer's cost estimate must be included.
6. The owners of a minimum of 60 percent of the benefited property must support the proposed improvement.
7. A properly completed petition is delivered to the County Auditor/Treasurer for transmittal to the County Special Assessment Screening Commission for review. The Screening Committee will be made up of two Commissioners, the County Auditor/Treasurer, the Highway Engineer and the Director of Tax Equalization.
8. The Screening Committee will consider the petition, the feasibility of the project, the predictability of solvency of the district and then will make a recommendation to the Ward County Board of Commissioners.
9. The County Commission will act on the Screening Committee's recommendation. If the request is approved, the County Commission accepts the engineer's report

by resolution and then created the special assessment district by making a Resolution of Necessity.

10. The adopted Resolution of Necessity, engineer's report and map of the special assessment district will be published once a week for two weeks in the official County Newspaper.
11. At the public hearing on the Resolution of Necessity, the County Commission will log any forthcoming protest. The district is prohibited when owners of a minimum of 30 percent of the area of the property included protest the proposed improvement.
12. If protests are insufficient and the County Commission desires to proceed, the County Commission will direct the consulting engineer to prepare detailed plans and specifications for approval by Resolution of the County Commissioners.
13. The project is advertised for bids in accordance with the North Dakota Century Code.
14. The contract is awarded and proper bond posted by the successful bidder.
15. The project is constructed by the successful bidder as per governing specification to final approval of the consulting engineer.
16. The Special Assessment Commission shall inspect the project and determine proportionate benefits. This Board will prepare a complete list of benefits and assessments setting forth: (a) each tract benefited, and (b) the amount to be assessed. Total final cost will include final contract construction costs (which are to include 10 percent contingency for construction overruns), plus 20 percent to cover incidental expenses such as engineering, administration, Legal, advertising, etc.
17. The assessment list will be published once each week for two weeks.
18. The Special Assessment Commission holds a public meeting to hear all objections to the method of assessment.

19. Special Assessment Commission confirms the final distribution of costs among the beneficiaries at a public meeting and certifies the results to the County Commission.
20. The County Commission holds a public meeting to confirm assessments and to consider any amendments.
21. Private roadways and roadways not meeting minimum published standards are not eligible for improvement under the Special Assessment Program.

Statement of Intent

It is the intent of the Ward County Commission by offering this special assessment process to citizens that the County is acting only as an agent for the financing and administration of the district. The selection of an engineer is a decision of the citizens within the district, and the County assumes no responsibility for the engineer's actions.

The county will require a 10 percent contingency fee on top of the actual contract amount to cover cost overruns and change orders for the district. If any or all the contingency fee is unused, it will be considered an administrative cost by the County and retained for eventual transfer to the County General Fund.

PETEITION

We, the undersigned, being the landowners of record benefited property have read the Special Assessment Procedure attached and do hereby petition the Ward County Commissioners to consider the feasibility of creating a Special Assessment District for the following improvement. We understand that the entire final cost will be apportioned amount the benefitted property owners by the Special Assessment District.

A. LOCATION

The Galusha Ranch Addition, the Galusha Ranch 2nd Addition, and Lot 2 of the Bertsch Addition.

B. TYPE OF IMPROVEMENT

Proposed paving district with the general scope consisting of scarifying and shaping existing aggregate surface, addition of 4-inchs of aggregate base course, and 4-inches of bituminous pavement.

C. IMPROVEMENT EXTENT

Proposed paving shall consist of all gravel roads within the Galusha Ranch Addition and the Galusha Ranch 2nd Addition being 20th St SE, 23rd St. SE, 24th St SE, 26th St SE, 43rd Ave SE, and 49th Ave SE. (see attached map).

D. APPROXIMATE ESTIMATED COST

Preliminary Construction Cost:	\$ 1,120,000
10% Contingency:	\$ 112,000
20% Incidental (Engineering, Legal, Etc.):	\$ 224,000
Total District Cost:	\$ 1,456,000

E. DESIRED IMPROVEMENT COMPLETION DATE

The residents would like the work completed in the 2023 construction season, however, we understand that due the assessment district process, the work may need to be completed in 2024.

F. Identity and phone number of contact person

Stacey Abel, Ready Builders, Inc. 701-839-0149

G. WARD COUNTY WILL BE HELD HARMLESS AND NOT BE RESPONSIBLE FOR MAINTENANCE IN FUTURE YEARS, AND ASSUMES NO LIABILITY IN CONNECTION WITH THE PROPOSED PROJECT.

H. STATEMENT OF TOWNSHIP BOARD:

The Township Board of Sundee Township
(will) (will not) provide routine maintenance on the improvements requested herein.

Any subsequent seal coats, resurfacing or other major structural work must be paid by the property owners in the form of a future, separate special assessment district.

R. Todd Huston
Chairman, Township Board

R. Todd Huston
Chairman, (Printed Name)

7/13/2023
Date

Galusha Ranch Paving District
 Sundre Township - Ward County
 Preliminary Engineers Opinion of Probable Cost
 Proposed Paving District Improvements
 Ready Builders



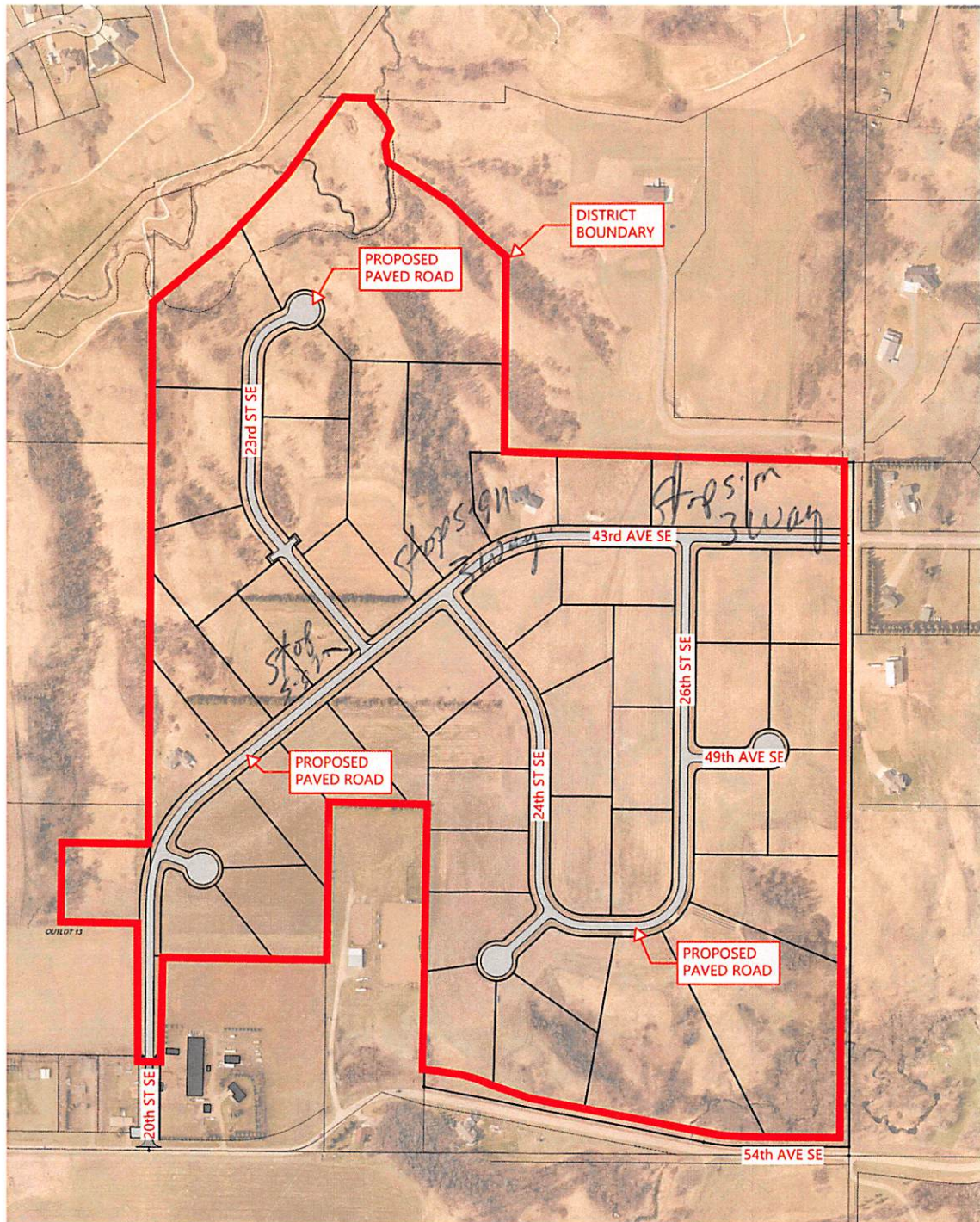
A/E Project

P23028

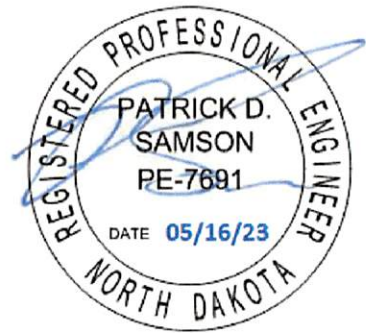
Date

5/16/2023

Item Discription	Unit	Estimated Quantity	Unit Price	Total
General Conditions				
Mobilization	LS	1	\$ 60,000.00	\$ 60,000
Erosion Control	LS	1	\$ 5,000.00	\$ 5,000
Material Testing	LS	1	\$ 10,000.00	\$ 10,000
Subtotal - General Conditions				\$ 75,000
Paving				
6" Scarrification, Shape, and Recompact Existing Aggregate	SY	30000	\$ 2.50	\$ 75,000
4" Class 5 Aggregate Base	TON	6500	\$ 30.00	\$ 195,000
4" FAA_43 HMA W/ PG 58S-28 oil	TON	6000	\$ 125.00	\$ 750,000
Seeding and Restoration	LS	1	\$ 25,000.00	\$ 25,000
Subtotal - Paving				\$ 1,045,000
Summary				
Construction Total				\$ 1,120,000
Ward County Construction Contingency - 10%				\$ 112,000
Ward County Incidental Expenses (Engineering, Admin, Legal, etc.) - 20%				\$ 224,000
Preliminary Engineer's Opinion of Probable Cost				\$ 1,456,000



ENGINEER'S REPORT
Galusha Ranch Paving District
May 2023



I. Project Background

Galusha Ranch is a rural subdivision located along the north side of 54th Ave SE at the intersection of 20th St SE (approximately 1.5 miles east of US 83). The Galusha Ranch Addition was constructed in 2018 with the Second Addition completed in 2021. When constructed, the roadways were built with a finished gravel surface width of 30 feet so that a future paving district could be completed without having to widen the existing roads.

The proposed assessment district is being petitioned by Ready Builders II, Inc. (Ready Builders) which, at the time of this report, currently owns 23 of 49 the lots. Ready Builders was the developer of Galusha Ranch and as the lots were sold, non-protest agreements to a future paving district were signed. The petitioner has copies of non-protest agreements and will submit them along with the petition. A district map and a list of the included properties (including legal description, owner, mailing address, and lot area) have been attached to this Report.

II. Proposed Improvements

The proposed improvements consist of paving all roads within the Galusha Ranch Addition and the Galusha Ranch Second Addition. In total, there is approximately 1.8 miles of roadway within the proposed district. All of the roadways were originally constructed with 6" aggregate over type R1 geotextile fabric. The proposed improvements include scarification, and shaping the existing roadways, 4" of aggregate base course, and 4" of bituminous surface. The final roadway section will have a 24' wide driving surface and meet the City of Minot minimum pavement section for residential roadways.

III. Project Justification and Benefits

The existing roadway system provides access to the residential properties within the Galusha Ranch Subdivision. When it was constructed, 43rd Ave SE/20th St SE was extended to the Meadow Brook Estates Subdivision so that a second point of access could be provided for emergency services. However, since it was constructed, 43rd Ave SE within Galusha Ranch is serving as a shortcut for residents within Meadowbrook Estates when traveling to US 83. As a result, the road system within Galusha Ranch is seeing increased traffic and more frequent washboarding.

The proposed improvements will provide several benefits to the residents including better driving surface, reduced dust, and reduced noise (associated with washboard roadways). In addition, the paved roadways will require less maintenance by eliminating the requirement for frequent roadway blading operations.

IV. Engineering Services

The developer has chosen Ackerman-Estvold to perform design and construction engineering for this project. All engineering, surveying and testing fees shall be included in the special assessment.

V. Cost Estimate

Ackerman-Estvold has provided a Preliminary Engineer's Opinion of Probable Cost for the proposed Paving District and attached it to this report. The proposed breakdown is as follows:

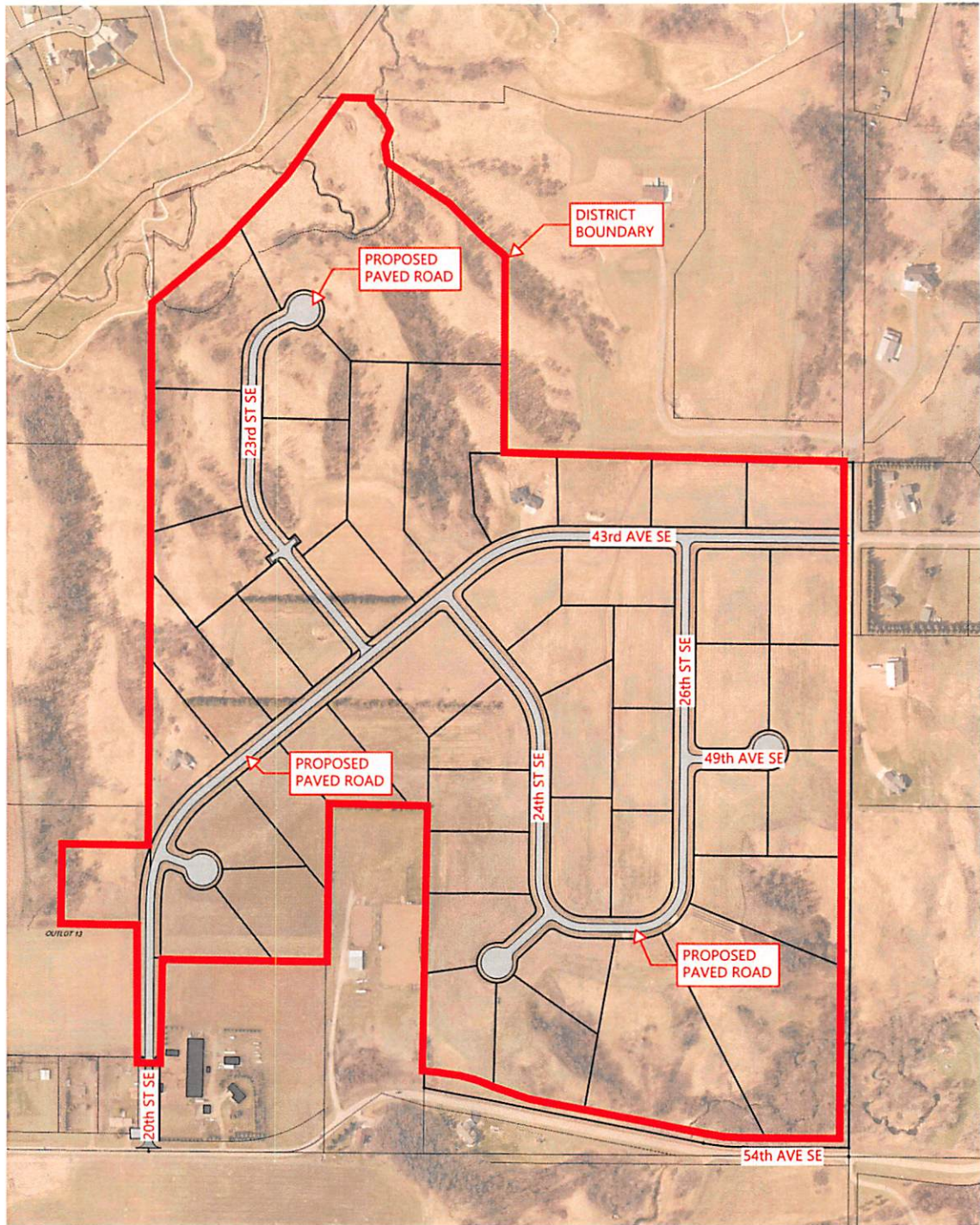
Construction	\$ 1,120,000
10% Contingency	\$ 112,000
<u>20% Incidental (engineering, admin, etc.)</u>	<u>\$ 224,000</u>
Total Project Cost	\$ 1,456,000

VI. Recommendation

The petitioner is requesting that the project be completed in the 2023 or 2024 construction season and be assessed per lot at approximately \$29,715 per lot.

Attachments:

District Map
Lit of Property Owners
Preliminary Engineer's Opinion of Probable Cost



Ward County Paving District
Galusha Ranch Addition

Scope:

Hot Bituminous Paving of the gravel roads within the Galusha Ranch Addition

Property	Owner	Petitioned Area		Estimated Assessment	Property Address	Mailing Address
		Acre	Percent			
Bertsch Addition - Lot 2	Bertsch, Alan & Leinie	2	1.42%	\$29,714.29	5200 20th St SE	7350 80th St SE, Minot, ND 58701
Galusha Ranch Addition - Block 1 Lot 1	Schindler, Billy J	2.13	1.51%	\$29,714.29	2105 43rd Ave SE	2105 43rd Ave SE, Minot, ND 58701
Galusha Ranch Addition - Block 1 Lot 2	Ready Builders II, Inc	2.8	1.98%	\$29,714.29	2115 43rd Ave SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 1 Lot 4	Goodman, Benjamin & Kallie	2.11	1.49%	\$29,714.29	2415 43rd Ave SE	2415 43rd Ave SE, Minot, ND 58701
Galusha Ranch Addition - Block 1 Lot 5	Knorr, Brian & Geer, Jacy	2.11	1.49%	\$29,714.29	2501 43rd Ave SE	1209 4th St. NE, Minot, ND 58703
Galusha Ranch Addition - Block 1 Lot 6	Heilman, Joshua & Kelly	2.11	1.49%	\$29,714.29	2515 43rd Ave SE	1305 34th Ave SW, Minot, ND 58701
Galusha Ranch Addition - Block 1 Lot 7	Larson, Joshua L & Bethany A	2.07	1.47%	\$29,714.29	2609 43rd Ave SE	2609 43rd Ave SE, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 1	Ready Builders II, Inc	2.01	1.42%	\$29,714.29	2000 43rd Ave SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 2	Ready Builders II, Inc	2.49	1.76%	\$29,714.29	2004 43rd Ave SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 3	Ready Builders II, Inc	2.01	1.42%	\$29,714.29	Unassigned	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 4	Ready Builders II, Inc	2.02	1.43%	\$29,714.29	2110 43rd Ave SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 5	Ready Builders II, Inc	2.03	1.44%	\$29,714.29	2200 43rd Ave SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 6	Ready Builders II, Inc	2.28	1.61%	\$29,714.29	2214 43rd Ave SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 7	Mills and Jessica Bale	2.71	1.92%	\$29,714.29	Unassigned	1305 17th Ave SW, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 8	Ready Builders II, Inc	2.09	1.48%	\$29,714.29	4500 24th St SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 9	Ready Builders II, Inc	2.01	1.42%	\$29,714.29	4900 24th St SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 10	Ready Builders II, Inc	2.02	1.43%	\$29,714.29	4908 24th St SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 11	Ready Builders II, Inc	2.01	1.42%	\$29,714.29	4912 24th St SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 12	Sabrosky, Swight & Karen	2.33	1.65%	\$29,714.29	5000 24th St SE	10239 Hwy 200, Kildeer, ND 58640
Galusha Ranch Addition - Block 2 Lot 13	Sabrosky, Devin & Whitney	3.18	2.25%	\$29,714.29	5004 24th St SE	1913 4th St SW, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 14	Fennern, Russel & Trisha	2.02	1.43%	\$29,714.29	5008 24th St SE	3313 Timber Trl SE, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 15	Engelhard, Curtis & Debra	6.81	4.82%	\$29,714.29	5009 26th St SE	36601 156th Ave NW, Donnybrook, ND 58734
Galusha Ranch Addition - Block 2 Lot 16	Tofteland, Kevin Christ & Bridget Ann	8.32	5.89%	\$29,714.29	5001 26th St SE	5001 26th St SE, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 17	Volk, Sheryl	3.71	2.63%	\$29,714.29	4909 26th St SE	4909 26th St SE, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 18	Phillips, Preston S & Jessica L	2.03	1.44%	\$29,714.29	2600 49th Ave E	2600 49th Ave SE, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 19	Coutts, Lyndon J & Alycia N	2.37	1.68%	\$29,714.29	2604 49th Ave SE	2604 49th Ave SE, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 20	Hughes, Kirt & Lea Anna	2.35	1.66%	\$29,714.29	2605 49th Ave SE	2828 Grey Eagle Pass, Minot, ND 58073
Galusha Ranch Addition - Block 2 Lot 21	Routledge, Darwin & Shannon	2.38	1.68%	\$29,714.29	Unassigned	1512 Valley Bluffs Dr, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 22	Ready Builders II, Inc	2.24	1.59%	\$29,714.29	Unassigned	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 2 Lot 23	Ready Builders II, Inc	2.18	1.54%	\$29,714.29	Unassigned	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 3 Lot 1	Bartlett, Barry Jr & Jessica	2.11	1.49%	\$29,714.29	4300 26th St SE	4300 26th St SE, Minot, ND 58701
Galusha Ranch Addition - Block 3 Lot 2	Ready Builders II, Inc	2.01	1.42%	\$29,714.29	4510 26th St SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 3 Lot 3	Ready Builders II, Inc	2.01	1.42%	\$29,714.29	4820 26th St SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 3 Lot 4	Ready Builders II, Inc	2.01	1.42%	\$29,714.29	Unassigned	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 3 Lot 5	Ready Builders II, Inc	2.26	1.60%	\$29,714.29	Unassigned	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 3 Lot 6	Ready Builders II, Inc	2.49	1.76%	\$29,714.29	4615 24th St SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch Addition - Block 3 Lot 7	Schneekloth, Douglass & Stephanie	2.02	1.43%	\$29,714.29	4401 24th St SE	4401 24th St SE, Minot, ND 58701
Galusha Ranch Addition - Block 3 Lot 8	Ready Builders II, Inc	2.07	1.47%	\$29,714.29	Unassigned	5224 S. Broadway, Minot, ND 58701

**Ward County Paving District
Galusha Ranch Addition**

Scope:

Hot Bituminous Paving of the gravel roads within the Galusha Ranch Addition

Property	Owner	Petitioned Area		Estimated	Property	Mailing
		Acre	Percent	Assessment	Address	Address
Galusha Ranch 2nd Addition - Lot 1	Tollefson, Brandon & Courtney	2.05	1.45%	\$29,714.29	2205 43 Ave SE	1509 10th St SE, Minot, ND 58701
Galusha Ranch 2nd Addition - Lot 2	Abel, Jacob	2.05	1.45%	\$29,714.29	Unassigned	200 12th Ave SE, Minot, ND 58701
Galusha Ranch 2nd Addition - Lot 3	Langan, Taylor & Morgan	2.9	2.05%	\$29,714.29	4220 23rd ST SE	1508 Laurel Lane, Minot, ND 58703
Galusha Ranch 2nd Addition - Lot 4	Ready Builders II, Inc	3.68	2.60%	\$29,714.29	4214 23rd ST SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch 2nd Addition - Lot 5	Sundhagen, Michael & Nicole	4.2	2.97%	\$29,714.29	4208 23rd St SE	5310 Beaver Creek Road, Minot, ND 58701
Galusha Ranch 2nd Addition - Lot 6	Ready Builders II, Inc	13.73	9.72%	\$29,714.29	4200 23rd St SE	5224 S. Broadway, Minot, ND 58701
Galusha Ranch 2nd Addition - Lot 7	Ready Builders II, Inc	2.3	1.63%	\$29,714.29	4205 23rd St	5224 S. Broadway, Minot, ND 58701
Galusha Ranch 2nd Addition - Lot 8	Zaback, Shane & Dana	3.19	2.26%	\$29,714.29	4215 23rd St SE	1724 Dakota Dr. SW, Minot, ND 58701
Galusha Ranch 2nd Addition - Lot 9	Lynne, Tanner & Lindsay	2.02	1.43%	\$29,714.29	Unassigned	PO Box 12, Plaza, ND 58771
Galusha Ranch 2nd Addition - Lot 10	Knorr, Brian & Jacy	4.01	2.84%	\$29,714.29	2309 43rd Ave SE	1209 4th St. NE, Minot, ND 58703
Galusha Ranch 2nd Addition - Lot 11	Ready Builders II, Inc	5.25	3.72%	\$29,714.29	2405 43rd Ave SE	5224 S. Broadway, Minot, ND 58701
		141.29	100.00%	\$1,456,000.00		

Petitioned Area Percent is the parcel percent of total assessment district area

Preliminary Opinion of Probable Cost

Construction Cost	\$1,120,000.00
Ward County Construction Contingency-10%	\$112,000.00
Ward County Construction Incidental Exp. (Engineering, Admin, Legal, Etc.)-20%	\$224,000.00
Total	\$1,456,000.00
Cost per lot	\$29,714.29

Galusha Ranch Paving District
 Sundre Township - Ward County
 Preliminary Engineers Opinion of Probable Cost
 Proposed Paving District Improvements
 Ready Builders



A/E Project P23028
 Date 5/16/2023

Item Discription	Unit	Estimated Quantity	Unit Price	Total
General Conditions				
Mobilization	LS	1	\$ 60,000.00	\$ 60,000
Erosion Control	LS	1	\$ 5,000.00	\$ 5,000
Material Testing	LS	1	\$ 10,000.00	\$ 10,000
Subtotal - General Conditions				\$ 75,000
Paving				
6" Scarrification, Shape, and Recompact Existing Aggregate	SY	30000	\$ 2.50	\$ 75,000
4" Class 5 Aggregate Base	TON	6500	\$ 30.00	\$ 195,000
4" FAA_43 HMA W/ PG 58S-28 oil	TON	6000	\$ 125.00	\$ 750,000
Seeding and Restoration	LS	1	\$ 25,000.00	\$ 25,000
Subtotal - Paving				\$ 1,045,000
Summary				
Construction Total				\$ 1,120,000
Ward County Construction Contingency - 10%				\$ 112,000
Ward County Incidental Expenses (Engineering, Admin, Legal, etc.) - 20%				\$ 224,000
Preliminary Engineer's Opinion of Probable Cost				\$ 1,456,000

Special Note: If husband and wife are joint owners of property included in the district, both may sign the petition, as both will be included in the total owner count used in determining whether 60% of the landowners have signed the petition.

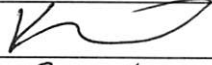
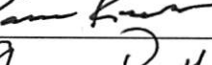
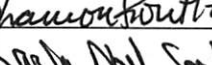
Page 1 of 5 Petition

Galusha Ranch Addition and Galush Ranch 2nd Addition
IMPROVEMENT LOCATION

Date	Petitioner Signature	Legal Description of owned property	Type of Ownership (warranty deed, contract lease, etc.)	Mailing Address	Telephone
7-10-2023	Karla Abel, Sec/Treas	Block 1, Lot ³ 2 , Galusha Ranch Addn	Warranty deed	5224 S Bdwy, Minot ND	701-240-9693
		Block 1, Lot ⁴3, Galusha Ranch Addn			
8/8/23	Kallio Goodin	Block 1, Lot 4, Galusha Ranch Addn	warranty deed	4215 ⁵ 4 43rd Ave SE	701-721-7196
8/8/23	BL	Block 1, Lot 4, Galusha Ranch Addn	warranty deed	4215 43rd Ave SE	701-240-8041
7-12-23	Jay Lamm	Block 1, Lot 5, Galusha Ranch Addn	Warranty deed	1201 4th St NE Minot ND	701-509-1176
7-13-23	Brian Knorr	Block 1, Lot 5, Galusha Ranch Addn	Warranty deed	1209 4th St NE Minot ND	701-340-2544
		Block 1, Lot 6, Galusha Ranch Addn			
		Block 1, Lot 6, Galusha Ranch Addn			
7-10-23	Joshua Larson	Block 1, Lot 7, Galusha Ranch Addn	Warranty deed	2609 43rd Ave SE Minot, ND	701-240-8178
7-12-23	Bethany Laru	Block 1, Lot 7 Galusha Ranch Addn	Warranty deed	2609 43rd Ave SE Minot ND	701-240-3511
7-10-2023	Karla Abel, Sec/Treas	Block 2, Lot 1 Galusha Ranch Addn	Warranty deed	5224 S Bdwy, Minot, ND	701-240-9693
7-10-2023	Karla Abel, Sec/Treas	Block 2, Lot 2, Galusha Ranch Addn	Warranty deed	5224 S Bdwy, Minot, ND	701-240-9693
7-10-2023	Karla Abel, Sec/Treas	Block 2, Lot 3, Galusha Ranch Addn	Warranty deed	5224 S Bdwy, Minot, ND	701-240-9693
		Block 2, Lot 3, Galusha Ranch Addn			
7-10-2023	Karla Abel, Sec/Treas	Block 2, Lot 4, Galusha Ranch Addn	Warranty deed	5224 S Bdwy, Minot, ND	701-240-9693
7-10-2023	Karla Abel, Sec/Treas	Block 2, Lot 5, Galusha Ranch Addn	Warranty deed	5224 S Bdwy, Minot, ND	701-240-9693
7-10-2023	Karla Abel, Sec/Treas	Block 2, Lot 6, Galusha Ranch Addn	Warranty deed	5224 S Bdwy, Minot, ND	701-240-9693
7-12-23	Janice D. Bull	Block 2, Lot 7, Galusha Ranch Addn	warranty deed	1305 17th Ave SW Minot, ND	303-517-7342

Special Note: If husband and wife are joint owners of property included in the district, both may sign the petition, as both will be included in the total owner count used in determining whether 60% of the landowners have signed the petition.

Galusha Ranch Addition and Galush Ranch 2nd Addition
IMPROVEMENT LOCATION

Date	Petitioner Signature	Legal Description of owned property	Type of Ownership (warranty deed, contract lease, etc.)	Mailing Address	Telephone
		Block 2, Lot 19, Galusha Ranch Addn			
		Block 2, Lot 19, Galusha Ranch Addn			
8-17-23		Block 2, Lot 20, Galusha Ranch Addn	WARRANTY DEED	2828 Gray Eagle Pass	701-300-1858
8-17-23		Block 2, Lot 20, Galusha Ranch Addn	WARRANTY DEED	2828 Gray Eagle Pass	701-300-1858
8-16-23		Block 2, Lot 21, Galusha Ranch Addn	Warranty deed	1512 Valley Bluffs Dr Minot	701-721-7251
8-16-23		Block 2, Lot 21, Galusha Ranch Addn	Warranty deed	1512 Valley Bluffs Dr. Minot	701-833-6090
7-10-2023	Kanda Abdul, Sec/Treas	Block 2, Lot 22, Galusha Ranch Addn	Warranty deed	5224 S. Bdwy, Minot, ND	701.240.9693
7-10-2023	Kanda Abdul, Sec/Treas	Block 2, Lot 23, Galusha Ranch Addn	Warranty deed	5224 S. Bdwy, Minot ND	701.240.9693
7-13-2023	Bry B. B. B.	Block 3, Lot 1, Galusha Ranch Addn	Warranty deed	4300 26th St SE Minot ND	908-4133974
8/8/23	Jessie B. B.	Block 3, Lot 1, Galusha Ranch Addn	Warranty deed	4300 26th St SE Minot, ND	908-500-7716
7-10-2023	Kanda Abdul, Sec/Treas	Block 3, Lot 2, Galusha Ranch Addn		5224 S. Bdwy, Minot, ND	701.240.9693
7-10-2023	Kanda Abdul, Sec/Treas	Block 3, Lot 2, Galusha Ranch Addn	Warranty deed	5224 S. Bdwy, Minot, ND	701.240.9693
7-10-2023	Kanda Abdul, Sec/Treas	Block 3, Lot 3, Galusha Ranch Addn	Warranty deed	5224 S. Bdwy, Minot, ND	701.240.9693
7-10-2023	Kanda Abdul, Sec/Treas	Block 3, Lot 4, Galusha Ranch Addn	Warranty deed	5224 S. Bdwy, Minot, ND	701.240.9693
7-10-2023	Kanda Abdul, Sec/Treas	Block 3, Lot 5, Galusha Ranch Addn	Warranty deed	5224 S. Bdwy, Minot, ND	701.240.9693
7-10-2023	Kanda Abdul, Sec/Treas	Block 3, Lot 6, Galusha Ranch Addn	Warranty deed	5224 S. Bdwy, Minot, ND	701.240.9693
7/13/2023	Roug Schnoor	Block 3, Lot 7, Galusha Ranch Addn	Warranty deed	4401 24th St SE Minot	9205980657
8/1/23	Steph Schuur	Block 3, Lot 7, Galusha Ranch Addn	Warranty deed	4401 24TH ST SE Minot	9205980658

Special Note: If husband and wife are joint owners of property included in the district, both may sign the petition, as both will be included in the total owner count used in determining whether 60% of the landowners have signed the petition.

Galusha Ranch Addition and Galush Ranch 2nd Addition
IMPROVEMENT LOCATION

Date	Petitioner Signature	Legal Description of owned property	Type of Ownership (warranty deed, contract lease, etc.)	Mailing Address	Telephone
7-10-2023	Karla Abel, Sec/Treas	Block 3, Lot 8, Galusha Ranch Addn	Warranty deed	5224 S Bldwy, Minot, ND	701-240-9693
7/13/23	[Signature]	Lot 1, Galusha Ranch 2nd Addition	Warranty deed	1509 10th St SE Minot, ND	701-721-2101
7-27-23	Ernest [Signature]	Lot 1, Galusha Ranch 2nd Addition	Warranty deed	1509 10th St. SE Minot, ND	701-720-1569
7-11-2023	[Signature]	Lot 2, Galusha Ranch 2nd Addition	Warranty Deed	200 12th AVE SE Minot, ND	701-500-4585
7-19-23	[Signature]	Lot 3, Galusha Ranch 2nd Addition	Warranty Deed	4220 23rd St SE Minot, ND	701-278-5985
8-7-23	[Signature]	Lot 3, Galusha Ranch 2nd Addition	Warranty Deed	4220 23rd St SE Minot, ND	701-340-6683
7/13/23	[Signature]	Lot 5, Galusha Ranch 2nd Addition	Warranty Deed	5310 Beaver Creek Rd. Minot, ND	701-833-8276
7/13/23	Neil [Signature]	Lot 5, Galusha Ranch 2nd Addition	Warranty Deed	5310 Beaver Creek Rd., Minot, ND	701-833-5090
7-10-2023	Karla Abel Sec/Treas	Lot 6, Galusha Ranch 2nd Addition	Warranty deed	5224 S Bldwy, Minot, ND	701-240-9693
7-11-2023	KRISTE GERSTEN	Lot 7, Galusha Ranch 2nd Addition	WARRANTY DEED	1416 31st AVE SE	804-238-5533
7-11-2023	BRAD GERSTEN	Lot 7, Galusha Ranch 2nd Addition	WARRANTY DEED	1416 31st AVE SE Minot, ND	701-509-5640
7-11-2023	[Signature]	Lot 8, Galusha Ranch 2nd Addition	---	---	---
7/10/23	Lynn Lynn	Lot 9, Galusha Ranch 2nd Addition	Warranty deed	PO Box 12 Plaza ND 58771	701-898-0651
7/11/23	Li L [Signature]	Lot 9, Galusha Ranch 2nd Addition	WARRANTY DEED	PO BOX 12 PLAZA, ND 58771	701-587-8874
7-12-23	Jay Kurr	Lot 10, Galusha Ranch 2nd Addition	Warranty deed	1209 4th St NE Minot 58703	701-509-1176
7-13-23	Brian Knorr	Lot 10, Galusha Ranch, 2nd Addition	Warranty deed	1209 4th St NE Minot 58703	701-340-2544
7-10-2023	Karla Abel, Sec/Treas	Lot 11, Galusha Ranch 2nd Addition	Warranty deed	5224 S Bldwy, Minot, ND	701-240-9693
7-10-2023	Karla Abel, Sec/Treas	Lot 4, Galusha Ranch 2nd Addition	Warranty deed	5224 S Bldwy, Minot, ND	701-240-9693

Special Note: If husband and wife are joint owners of property included in the district, both may sign the petition, as both will be included in the total owner count used in determining whether 60% of the landowners have signed the petition.

Galusha Ranch Addition and Galush Ranch 2nd Addition
IMPROVEMENT LOCATION

Date	Petitioner Signature	Legal Description of owned property	Type of Ownership (warranty deed, contract lease, etc.)	Mailing Address	Telephone
7/12/23	Maria Z. Balu	Block 2, Lot 7, Galusha Ranch Addn	Warranty Deed	1305 17 th Ave SW, Minot, ND	303-517-7342
7-10-2023	Krisha Abel, Sec/Treas	Block 2, Lot 8, Galusha Ranch Addn	Warranty deed	5224 S. Bolwy, Minot, ND	701.240.9683
7-10-2023	Krisha Abel, Sec/Treas	Block 2, Lot 9, Galusha Ranch Addn	Warranty deed	5224 S Bolwy, Minot, ND	701.240.9683
7-10-2023	Krisha Abel, Sec/Treas	Block 2, Lot 10, Galusha Ranch Addn	Warranty deed	5224 S Bolwy, Minot, ND	701.240.9683
7-10-2023	Krisha Abel, Sec/Treas	Block 2, Lot 11, Galusha Ranch Addn	Warranty deed	5224 S Bolwy, Minot, ND	701.240.9683
		Block 2, Lot 12, Galusha Ranch Addn			
		Block 2, Lot 12, Galusha Ranch Addn			
		Block 2, Lot 13, Galusha Ranch Addn			
		Block 2, Lot 13, Galusha Ranch Addn			
8-7-2023	He	Block 2, Lot 14, Galusha Ranch Addn	Warranty Deed	3313 Timber Trail SE Minot, ND	701-320-8293
8-7-23	Russell Gennerson	Block 2, Lot 14, Galusha Ranch Addn	Warranty Deed	3313 Timber Trail SE Minot ND 58101	701-500-0755
7-13-23	Dale Engelbert	Block 2, Lot 15, Galusha Ranch Addn	Warranty deed	36601 156 th Ave NW	701-290-2363
7-13-23	Paul Engelbert	Block 2, Lot 15, Galusha Ranch Addn	WARRANTY DEED	36601 156 th Ave NW	701-833-9400
		Block 2, Lot 16, Galusha Ranch Addn			
		Block 2, Lot 16, Galusha Ranch Addn			
7-27-23	Ashley Vora	Block 2, Lot 17, Galusha Ranch Addn	Warranty deed	4909 26 th St SE, Minot	701-340-6006
7-11-23	Janice Phillips	Block 2, Lot 18, Galusha Ranch Addn	Warranty Deed	2600 49 th Ave SE Minot ND	701-693-6448
7-11-23	Paul Phillips	Block 2, Lot 18, Galusha Ranch Addn	Warranty Deed	2600 49 th Ave SE Minot ND	701-720-2020

Page 5 of 5 Petition[illegible]

PAVING AND RELATED SERVICES AGREEMENT

I/we, Lyndon Alysia Coultz, as potential purchaser(s) and/or owner(s) of Lot ____ of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 20 day of September, 2019.

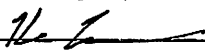


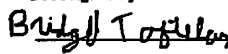
PAVING AND RELATED SERVICES AGREEMENT

I/we, Kevin and Bridget Tofteland, as potential purchaser(s) and/or owner(s) of Lot 16 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 5 day of November, 2018.

DocuSigned by:

20CD0E4D3391437...

DocuSigned by:

739E0F5155D8405...

PAVING AND RELATED SERVICES AGREEMENT

I/we, Devin Sabusky / Whitney Vetter Sabusky potential purchaser(s) and/or owner(s) of Lot 13 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 22 day of May, 2019.

D. Sabusky

Whitney Vetter Sabusky

PAVING AND RELATED SERVICES AGREEMENT

I/we, Dwight and Karen Sabrosky, as potential purchaser(s) and/or owner(s) of Lot 12, Block 2 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 1 day of November, 2019.

DocuSigned by:
Dwight F. Sabrosky
E27FF8847D144F2...

DocuSigned by:
Karen Sabrosky
E27FF8847D144F2...

PAVING AND RELATED SERVICES AGREEMENT

GALUSHA RANCH ADDITION

Block 1, Lots 1-7;
Block 2, Lots 1-22;
Block 3, Lots 1 – 8

AND

GALUSHA RANCH 2ND ADDITION

Lots 1-11

I/we Brad and Kristi Gersten, as potential purchaser(s) and/or owner(s) of Lot , Galusha Ranch Addition OR Lot 7, Galusha Ranch 2nd Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition and Galusha Ranch 2nd Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and Galusha Ranch 2nd Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 3rd day of May, 20 23.

DocuSigned by:

Brad Gersten

00DB7EA2D8894AC...

DocuSigned by:

Kristi Gersten

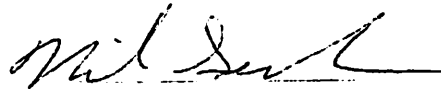
1E10B21253ED4B4...

PAVING AND RELATED SERVICES AGREEMENT

I/we, Michael & Nicole Sundhagen as potential purchaser(s) and/or owner(s) of Lot 5 ^{Phase 2} of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 25 day of February, 2023.



PAVING AND RELATED SERVICES AGREEMENT

GALUSHA RANCH ADDITION

Block 1, Lots 1-7;
Block 2, Lots 1-22;
Block 3, Lots 1 - 8

AND

GALUSHA RANCH 2ND ADDITION

Lots 1-11

I/we LINDSAY LYNN, as potential purchaser(s) and/or owner(s) of Lot ~~8~~, Galusha Ranch Addition OR Lot 9, Galusha Ranch 2nd Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition and Galusha Ranch 2nd Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and Galusha Ranch 2nd Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 12 day of JANUARY, 2023.

LjLge

PAVING AND RELATED SERVICES AGREEMENT

GALUSHA RANCH ADDITION

Block 1, Lots 1-7;
Block 2, Lots 1-22;
Block 3, Lots 1 – 8

AND

GALUSHA RANCH 2ND ADDITION

Lots 1-11

I/we Brian Knorr, as potential purchaser(s) and/or owner(s) of Lot 10, Galusha Ranch Addition OR Lot 10, Galusha Ranch 2nd Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition and Galusha Ranch 2nd Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and Galusha Ranch 2nd Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 29 day of March, 20 22

B. Knorr

PAVING AND RELATED SERVICES AGREEMENT

GALUSHA RANCH ADDITION

Block 1, Lots 1-7;
Block 2, Lots 1-22;
Block 3, Lots 1 - 8

AND

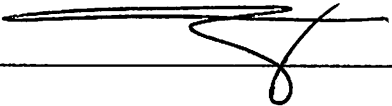
GALUSHA RANCH 2ND ADDITION

Lots 1-11

I/we Shane Zaback, as potential purchaser(s) and/or owner(s) of Lot __, Galusha Ranch Addition OR Lot 8, Galusha Ranch 2nd Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition and Galusha Ranch 2nd Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and Galusha Ranch 2nd Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 10 day of OCT, 20 21.

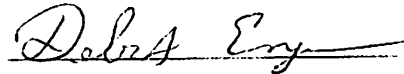


PAVING AND RELATED SERVICES AGREEMENT

I/we, Curt Engelhard as potential purchaser(s) and/or owner(s) of Lot 15 ^{Block 2} of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 21 day of September, 2022.



PAVING AND RELATED SERVICES AGREEMENT

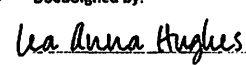
I/we, Kirt and Lea Anna Hughes, as potential purchaser(s) and/or owner(s) of Lot 20 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 22nd day of Sept., 2022.

DocuSigned by:

EE3DC50468DC47E...

DocuSigned by:

C52FC971A5904F5...

PAVING AND RELATED SERVICES AGREEMENT

GALUSHA RANCH ADDITION

Block 1, Lots 1-7;

Block 2, Lots 1-22;

Block 3, Lots 1 - 8

AND

GALUSHA RANCH 2ND ADDITION

Lots 1-11

I/we Josh + Kelly Heilman, as potential purchaser(s) and/or owner(s) of Lot 6, Galusha Ranch Addition OR Lot __, Galusha Ranch 2nd Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition and Galusha Ranch 2nd Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and Galusha Ranch 2nd Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 28 day of July, 2022

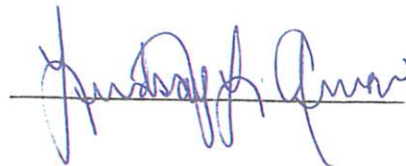
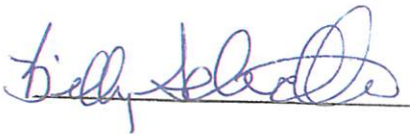
Kelly Heilman

PAVING AND RELATED SERVICES AGREEMENT

I/we, Billy Schindler & Lindsay Amon, as potential purchaser(s) and/or owner(s) of Lot 1 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 15 day of Oct, 2018.

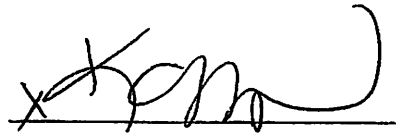
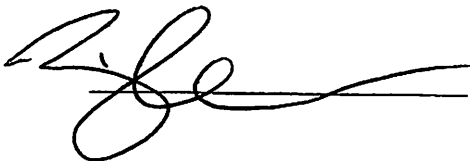


PAVING AND RELATED SERVICES AGREEMENT

I/we, Ben & Kallie Goodman, as potential purchaser(s) and/or owner(s) of Lot 4 ^{Block 1} of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 20 day of July, 2018.



PAVING AND RELATED SERVICES AGREEMENT

I/we, Joshua and Bethany Larson, as potential purchaser(s) and/or owner(s) of Lot 7, Block 1 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this ___ day of _____, 20__.

DocuSigned by:
Joshua Larson 5/6/2021
70EF1FD0E811492...

DocuSigned by:
Bethany Larson 5/6/2021
08E2B8E765C444E...

PAVING AND RELATED SERVICES AGREEMENT

I/we, Trisha & Russell Fennern, as potential purchaser(s) and/or owner(s) of Lot 14 Block 2 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 23 day of December, 2020.

DocuSigned by:
Russell Fennern
2E44C8D78CF54C4...

DocuSigned by:
Trisha Fennern
162E534E9493475...

PAVING AND RELATED SERVICES AGREEMENT

I/we, Sheryl Volk, as potential purchaser(s) and/or owner(s) of Lot 17 Block 2 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 14 day of Feb, 2020

Sheryl Z Volk

PAVING AND RELATED SERVICES AGREEMENT

I/we, Preston & Jessica Phillips, as potential purchaser(s) and/or owner(s) of Lot 18, Block 2 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 8 day of December, 2020.

DocuSigned by:
Preston Phillips 12/8/2020
521204876B374B8...

DocuSigned by:
Jessica Phillips 12/8/2020
233C4B06644A475...

PAVING AND RELATED SERVICES AGREEMENT

Shannon Routledge

I/we, Darwin Routledge, as potential purchaser(s) and/or owner(s) of Lot 21 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

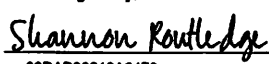
By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 11th day of May, 20 21.

DocuSigned by:


1A0A6848D492443...

DocuSigned by:


03DAD32210A6478...

PAVING AND RELATED SERVICES AGREEMENT

I/we, Douglas & Stephanie Schneekloth, as potential purchaser(s) and/or owner(s) of
7, Blk 3
Lot or the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that
the Developer has informed us that it is their intention to improve the streets of Galusha Ranch
Addition, which will include paving of the main roads, possible installation of curb and gutter and
the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge
and agree that the costs for these improvements shall be shared equally amongst all of the owners
of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these
costs. I/we further agree that we shall not contest any such paving district or special assessment
district that is set up to accomplish these improvements.

Signed this ____ day of _____, 20____, 03/12/2022

Douglas Schneekloth
dotloop verified
03/12/22 5:32 PM CST
IKYL-7SLP-SOFR-OPWF

Stephanie Schneekloth
dotloop verified
03/12/22 5:31 PM CST
NBQR-NIBZ-SWNX-VESL

PAVING AND RELATED SERVICES AGREEMENT

GALUSHA RANCH ADDITION

Block 1, Lots 1-7;
Block 2, Lots 1-22;
Block 3, Lots 1 – 8

AND

GALUSHA RANCH 2ND ADDITION

Lots 1-11

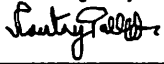
I/we Brandon and Courtney Tollefson, as potential purchaser(s) and/or owner(s) of Lot __, Galusha Ranch Addition OR Lot 1, Galusha Ranch 2nd Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition and Galusha Ranch 2nd Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and Galusha Ranch 2nd Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 4th day of August, 20 21.

DocuSigned by:

E4429635D58545A...

DocuSigned by:

C2F5A042B9CA490...

PAVING AND RELATED SERVICES AGREEMENT

I/we, Barry and Jessica Bartlett, as potential purchaser(s) and/or owner(s) of Lot 1, Block 3 Lot _____ of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 7 day of June, 2022

Barry Bartlett
dotloop verified
06/07/22 1:37 PM CDT
81DR-IH5I-QT0Z-DPSK

Jessica Bartlett
dotloop verified
06/07/22 1:38 PM CDT
ULBU-KYL7-HTXT-NBZJ

PAVING AND RELATED SERVICES AGREEMENT

I/we, Kirt & Lea Anna Hughes as potential purchaser(s) and/or owner(s) of Lot 20 ^{Block 2} of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving of the main roads, possible installation of curb and gutter and the possible installation of street lighting.

By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. I/we further agree that we shall not contest any such paving district or special assessment district that is set up to accomplish these improvements.

Signed this 28 day of November 2022







WARD COUNTY TREASURER

PO BOX 5005
Minot, ND 58702

*** ORIGINAL RECEIPT ***

Clerk: Todd Ness
Batch Number: 20230831-000138

Receipt#	Trans Date	Clerk	Batch#	Receipt Type	Receipt Total
25875	08/31/2023	toddn	20230831-000138	MISC	500.00
Received Of			On Account Of		
READY BUILDERS INC			WARD COUNTY AUDITOR GALUSH RANCH SPECIALS		
Line#	PT	Account	Description	Amount	
1	G	400.0067.204.1025	GALUSH RANCH SPECIALS	500.00	

Payment Type	Doc#	Description	Amount
CHECK	6451	READY BUILDERS INC	500.00