

AGENDA FOR THE BOARD OF WARD COUNTY COMMISSIONERS

Tuesday, November 7, 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 October 17, 2023
3. Review and approve the regular bills totaling \$1,252,709.84 and HS Zone direct cost bills totaling \$2,941.47
4. NDDOT – Maintenance Division – Dylan Seitz
 - A.) Topic: NDDOT 129,000 lb. Large Truck Network along US 52 and will involve discussion on what is proposed and if there are any concerns related to the increase of 105,000 lb. to 129,000 lb. for loads
5. Public Hearings
 - A.) Galusha Ranch Paving Project
 - B.) Vacation Section Line – Sundre Township – Petition submitted by Garrett and Kasey Scofield
 - C.) Planning & Zoning - Variance Application from Robert & Penny Solar
6. Larry Hubbard, Chief Deputy – Sheriff Department
 - A.) ARPA Request for Non-Lethal WRAP Device
7. Noreen Wilkie – Director of Tax Equalization
 - A.) Tax Roll Adjustments & Items for Consideration and Action
8. Dana Larsen – Highway Department
 - A.) Adjust Sales Price of Rice Lake Properties
 - B.) Snow Pusher for Loader
 - C.) Traffic Safety Contract – Vision Zero
9. Lolly Gorze – Human Resources Director
 - A.) Pay Amendments
10. Marisa Haman – Auditor/Treasurer
 - A.) Receive and file the following correspondence: NDSU Extension Quarterly Report for July, August, September 2023, Minot Area Chamber Economy at a Glance – October 2023 and Letter from North Dakota Mineral Resources dated October 12, 2023.
 - B.) Redemptions of foreclosed properties
 - C.) Memorandum – Foreclosed Property Bid on Legal Description: Market at North Hill Addition Lot 7 Detention Pond / Parcel No. MI10C980000070
 - D.) Approval of Raffle Permits for Dakota Hope Clinic, Minot Rifle & Pistol Club and Souris Valley Bowmen
 - E.) Approval of Duplicate Warrant for Leanna Leavitt
 - F.) Building Committee Update
 - G.) Approval of Stale Dated Check list
 - H.) Special Assessment Committee Board Opening

Minutes of the Board of Ward County Commissioners
October 17, 2023

The regular meeting of the Ward County Commission was called to order by Chairman/Commissioner Fjeldahl at 9:00 AM with Commissioners Anderson, Rostad, and Weppler present. Also present were department heads Jason Blowers, Kelly Haugan, Kerrienne Boetcher, Lolly Gorze, Marisa Haman, Noreen Wilkie, and Robert Roed.

Moved by Comm. Rostad, seconded by Comm. Weppler to approve the agenda with item 6C added; Discussion on Planning and Zoning Administrator position. Roll call; all voted yes; motion carried.

Moved by Comm. Anderson, seconded by Comm. Rostad to approve the minutes of the Regular Commission Meeting on October 3, 2023. Roll call; all voted yes; motion carried.

Moved by Comm. Weppler, seconded by Comm. Anderson to approve the regular bills totaling \$1,153,861.84 and HS Zone direct cost bills totaling \$36,252.71. Roll call; all voted yes; motion carried.

Moved by Comm. Weppler, seconded by Comm. Anderson to open the public hearing at 9:03 AM regarding foreclosed properties list – minimum sales prices and letter from the City of Minot regarding additional specials on Tax Parcel MI32860200050 located at 511 7th St NE.

Brian Vangsness, Facilities Management Director entered the meeting at 9:04 AM.

No one from the public came forward to speak on the foreclosed properties.

Moved by Comm. Rostad, seconded by Comm. Weppler to close the public hearing at 9:06 AM. Roll call; all voted yes; motion carried.

Moved by Comm. Weppler, seconded by Comm. Rostad to approve the foreclosed properties list – minimum sales prices along with the letter from the City of Minot regarding additional specials on Tax Parcel MI32860200050 located at 511 7th St NE and the new minimum sales price will be \$30,697.61. Also, items 60-65 in Elmdale Township were redeemed and will be removed from the foreclosed property list. Roll call; all voted yes; motion carried.

Major Paul Olthoff, Detention Center, presented Joint Powers Agreements for Burke, Renville, McHenry, Bottineau and Mountrail counties.

Moved by Comm. Weppler, seconded by Comm. Anderson to approve the Joint Powers Agreements for Burke, Renville, McHenry, Bottineau and Mountrail counties as presented and have chairman sign. Roll call; all voted yes; motion carried.

Lolly Gorze, Human Resource Director, appeared with the following pay amendments: S. McManus, Juvenile, P. McDonough, Jail, Rode, M., Jail, K. Miller, Jail and L. Pletcher, Jail.

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

Ms. Gorze, based on the recommendation from the Personnel Committee, is asking for a motion to review Individual Voluntary Benefit Providers every 4 years.

Moved by Comm. Wepler, seconded by Comm. Rostad to approve the motion to renew and review Individual Voluntary Benefit Providers every 4 years. Roll call; all voted yes; motion carried.

Ms. Gorze also spoke regarding posting the Planning and Zoning Administrator position as a Grade 13 with the option of hiring an under fill position at Grade 12 titled County Planner.

Moved by Comm. Wepler, seconded by Comm. Anderson to approve posting the Planning and Zoning Administrator position as a Grade 13 and under fill as a County Planner at Grade 12. Roll call; all voted yes; motion carried.

Auditor/Treasurer Marisa Haman appeared.

Moved by Comm. Wepler, seconded by Comm. Rostad to pull the Central Dakota Metropolitan Planning Organization meeting minutes from September 29, 2023 and receive and file the following correspondence: Letter from Arcadis regarding Thunder Butte Pipeline Project dated September 29, 2023 and letter from North Dakota Water Users Association regarding Annual Joint Convention dated October 5, 2023. Roll call; all voted yes; motion carried.

Moved by Comm. Wepler, seconded by Comm. Anderson to receive and file the Central Dakota Metropolitan Planning Organization meeting minutes from September 29, 2023 and it was noted that the By-Laws have changes and the document should be looked at by all. Roll call; all voted yes; motion carried.

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

Moved by Comm. Anderson, seconded by Comm. Rostad to approve fifteen (15) Quit Claim Deeds for tax foreclosed properties redeemed by previous owners. Roll call; all voted yes; motion carried.

Moved by Comm. Anderson, seconded by Comm. Rostad to approve Raffle Permits for Bell School PTO and Minot Chapter, Harley Owner's Group. Roll call; all voted yes; motion carried.

A reminder was given that there is a Special Assessment Committee Board Opening which needs to be filled by the next Commission meeting. The only requirement is to be a Ward County resident.

At 9:23 AM with no further business, the meeting was adjourned.

REGULAR COMMISSION MEETING 11/07/2023 BILL LIST

GENERAL BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
	A3 APPLIANCE SERVICE LLC	DRYER JAIL REPAIR--FACILITY	\$150.00
	A3 APPLIANCE SERVICE LLC	DRYER JAIL REPAIR--FACILITY	\$282.20
	ACCURATE CONTROLS INC	SERVICE AGREEMENT 9/16/23-9/15/24--JUVENILE	\$6,400.00
	ACCURATE CONTROLS INC	SERVICE AGREEMENT 9/16/23-9/15/24--JAIL	\$32,665.16
	ACCUSHAPE INC	RETURNED PLATES--SHERIFF	-\$363.00
	ACCUSHAPE INC	PLATES FOR VESTS--SHERIFF	\$605.00
	ACCUSHAPE INC	PANELS-SCHILLER--SHERIFF	\$640.00
	ACCUSHAPE INC	VEST-BERENTSON--SHERIFF	\$931.00
	ACCUSHAPE INC	VEST-SCHILLER--SHERIFF	\$931.00
	BADGER, MYRA J	DAY TRIP MILEAGE FCW PROGRAMMING 9/13, 9/28--EXTENSION	\$6.62
	BALCO UNIFORMS CO INC	NAME TAPE/PATCHES--SHERIFF	\$40.75
	BERENTSON, CHRISTOPHER W	OVERNIGHT TRAVEL PER DIEM EXTRAD. RENO NV 10/23/23--SHERIFF	\$55.20
	BERENTSON, CHRISTOPHER W	OVERNIGHT TRAVEL PER DIEM EXTRAD. ID/WY/ND 10/22, 10/24-10/25/23-SHERIFF	\$154.00
	BURKETT, EMILY	OVERNIGHT TRAVEL MILEAGE PER DIEM NDSU CAMPUS 10/4-10/5--EXTENSION	\$68.00
	BURKETT, EMILY	OVERNIGHT TRAVEL MILEAGE TRAINING NDSU CAMPUS 10/4-10/5--EXTENSION	\$379.90
	DAKOTA SUPPLY GROUP	KLEIN CIRCUIT TRACER--FACILITY	\$239.99
	ELECTRO WATCHMAN INC	DOOR STRIKE FOR COURTHOUSE--FACILITY	\$725.06
	ENERBASE FARMERS UNION/CENEX	FUEL 34-44298--TAX	\$38.82
	ENERBASE FARMERS UNION/CENEX	FUEL 20-23248--TAX	\$42.93
	ENERBASE FARMERS UNION/CENEX	FUEL 30-24226--TAX	\$42.93
	ENERBASE FARMERS UNION/CENEX	FUEL 30-24928--TAX	\$50.59
	ENERBASE FARMERS UNION/CENEX	FUEL 20-23008--TAX	\$54.24
	EVANS, CARRIE L	PLANNING COMMISSION PAY (JUL, AUG, SEP) - Q3 2023--PLANNING	\$150.00
	HELLER, MARVIN	PLANNING COMMISSION PAY (JUL, AUG, SEP) - Q3 2023--PLANNING	\$150.00
	HENDRICKSON, CRYSTAL	PLANNING COMMISSION PAY (JUL) - Q3 2023--PLANNING	\$50.00
	HIGH POINT NETWORKS	VMWARE BACKUP SERVICE REVIEW--IT	\$112.50
	HIGH POINT NETWORKS	REMOTE DESKTOP SESSIONS IVEE--GENERAL	\$1,595.00
	HOW, EMILY	DAY TRIP MILEAGE MISC. 8/15, 8/16, 8/18, 8/22--EXTENSION	\$25.29
	HOW, EMILY	DAY TRIP MILEAGE MISC. 9/7, 9/11, 9/12, 9/13, 9/14, 9/21, 9/28--EXTENSION	\$41.85
	HOW, EMILY	DAY TRIP MILEAGE MISC. 8/1, 8/2, 8/3, 8/7, 8/8, 8/9, 8/10, 8/14--EXTENSION	\$66.42
	JOHNSON CONTROLS FIRE PROTECTION, LP	ANNUAL FIRE ALARM JAIL 8/1/23-7/31/24--FACILITY	\$5,193.87
	KENMARE CITY AUDITOR	ARPA #60 KENMARE PARK POOL/BATH HOUSE REPL. ACKER.--COMMISSIONERS	\$50,000.00

	KENMARE CITY AUDITOR	ARPA #76 KENMARE FIRE SIRM RADIOS MOTOROLA--COMMISSIONERS	\$50,000.00
	KIBLER, ROBERT EUGENE	PLANNING COMMISSION PAY (JUL, AUG, SEP) - Q3 2023--PLANNING	\$150.00
	KOSSAN, CONRAD P	CLOTHING ALLOWANCE - KOSSAN--SHERIFF	\$300.00
	LARSON, SCOTT R	DAY TRIP MILEAGE MISC. WORK RELEASE CHECKS 10/18/23--INMATE	\$5.63
	LIGHT AND SIREN	LIGHT BARS--SHERIFF	\$1,915.00
	LIVINGSTON, NORMAN J	PLANNING COMMISSION PAY (JUL, AUG, SEP) - Q3 2023--PLANNING	\$150.00
	MARCO TECHNOLOGIES, LLC NW7128	FREIGHT CISCO NW SWITCHES--IT	\$124.78
	MARCO TECHNOLOGIES, LLC NW7128	FREIGHT CISCO CUCM PHONE SYS--IT	\$179.69
	MARCO TECHNOLOGIES, LLC NW7128	SRVC CONFIGURE 24X7 REMOTE PHONE--IT	\$200.00
	MARCO TECHNOLOGIES, LLC NW7128	CISCO FLEX PLAN CUCM PHONE LICENSING--IT	\$11,025.00
192401	MDU - BISMARCK OFFICE	GAS CO. NORTH BLDG --FACILITY	\$21.75
192478	MDU - BISMARCK OFFICE	GAS 425 BLDG--FACILITY	\$37.62
192478	MDU - BISMARCK OFFICE	GAS ADMIN BLDG --FACILITY	\$215.93
192478	MDU - BISMARCK OFFICE	GAS COURTHOUSE--FACILITY	\$282.65
192478	MDU - BISMARCK OFFICE	GAS 900 BLDG--FACILITY	\$372.35
192478	MDU - BISMARCK OFFICE	GAS JAIL BLDG SUP.--FACILITY	\$974.91
192478	MDU - BISMARCK OFFICE	GAS JAIL--FACILITY	\$1,110.58
	MINOT CITY AUDITOR	NEW WORLD MAINT. - COUNTY SHARE 1/1/23- 12/31/23--JAIL	\$27,819.58
	MINOT CITY AUDITOR	NEW WORLD MAINT. - COUNTY SHARE 1/1/23- 12/31/23--SHERIFF	\$57,119.79
192471	ND DEPT OF HUMAN SVCS	SNAP REPAYMENT: CASE 325452 L PETERSON- -GENERAL	\$1,000.00
	ND STATE RADIO COMM	QUARTERLY BILLING FOR LETS - Q3 2023-- STATES ATTORNEY	\$600.00
	NDSU DEPT 7510	Q3 2023 SHARED SALARIES - H ARNOLD-- EXTENSION	\$2,914.77
	NDSU DEPT 7510	Q3 2023 SHARED SAL. - BRUMMUND, BURKETT, HOW , BADGER--EXTENSION	\$18,612.74
	NOVA FIRE PROTECTION, INC	ANNUAL INSPECTION JUV. DET. --FACILITY	\$330.00
	NOVA FIRE PROTECTION, INC	REPL. SPRINKLER INMATE BROKE CELL #25 - JAIL--FACILITY	\$575.00
	O'DELL, CRYSTINA M	OVERNIGHT TRAVEL PER DIEM TRAINING DULUTH MN 10/16-10/19--SHERIFF	\$203.60
	OLTHOFF, PAUL J	OVERNIGHT TRAVEL PER DIEM CONF. BISMARCK 10/18-10/19--JUVENILE	\$50.00
	OLTHOFF, PAUL J	OVERNIGHT TRAVEL MILEAGE CONF. BISMARCK 10/18-10/19--JUVENILE	\$144.10
	PIETSCH, ELIZABETH C	OVERNIGHT TRAVEL MILEAGE CONF. BISMARCK 10/8-10/10--RECORDER	\$133.62
	PODRYGULA, STEPHAN	PLANNING COMMISSION PAY (JUL, SEP) - Q3 2023--PLANNING	\$100.00
	RAUB, DANIEL J	TOOLS PURCHASE--FACILITY	\$1,110.00
	REINHARDT SANDRA	CORRECTIONS OFFICER MED ADMIN & RECERTIFICATION TRAINING--JAIL	\$75.00
	RIVERSIDE TECHNOLOGIES, INC	HP ELITEBOOK 3YR ONSITE MAINT.--IT	\$35.00
	RIVERSIDE TECHNOLOGIES, INC	HP ELITEBOOK 860 G9 16"--IT	\$1,634.00

	ROCHESTER ARMORED CAR CO INC	ARMORED CAR SERVICE--AUDITOR	\$503.61
	SCHILLER, TAYLOR S	OVERNIGHT TRAVEL PER DIEM EXTRAD. RENO NV 10/23/23--SHERIFF	\$55.20
	SCHILLER, TAYLOR S	OVERNIGHT TRAVEL PER DIEM EXTRAD. ID/WY/ND 10/22,10/24-10/25/23-SHERIFF	\$154.00
	SCHUMAKER, MARK D	PLANNING COMMISSION PAY (JUL, SEP) - Q3 2023--PLANNING	\$100.00
	SIPPLE, IAN D	OVERNIGHT TRAVEL PER DIEM TRAINING GRAND FORKS 10/23-10/25--SHERIFF	\$90.00
	SMITH, WYATT C	OVERNIGHT TRAVEL PER DIEM TRAINING GRAND FORKS 10/23-10/25--SHERIFF	\$90.00
192484	STEINBERGER JR, JOHN S	RECORDING FEE--GENERAL	\$70.00
	SUMMIT FOOD SERVICES LLC	MEALS FOR JUVENILE 9/1/23-9/30/23--JUVENILE	\$1,575.88
	SUMMIT FOOD SERVICES LLC	INMATE MEALS SEP 23--JAIL	\$42,740.04
	TYLER TECHNOLOGIES INC	TRAINING SEMINAR-PAYROLL PROCESSING-- HUMAN RES.	\$390.00
	UNITED MAILING SERVICES INC	SERVICES 10/16/23--EXTENSION	\$43.22
	UNITED MAILING SERVICES INC	SERVICES 10/16/23--HUMAN SVCS	\$49.63
	UNITED MAILING SERVICES INC	SERVICES 10/30/23--HUMAN SVCS	\$55.59
	UNITED MAILING SERVICES INC	POSTAGE 10/16/23--HUMAN SVCS	\$117.13
	UNITED MAILING SERVICES INC	POSTAGE 10/30/23--HUMAN SVCS	\$133.80
	UNITED MAILING SERVICES INC	POSTAGE 10/16/23--EXTENSION	\$140.66
	UNITED MAILING SERVICES INC	SERVICES 10/30/23--GENERAL	\$143.99
	UNITED MAILING SERVICES INC	SERVICES 10/16/23--GENERAL	\$145.46
	UNITED MAILING SERVICES INC	POSTAGE 10/16/23--GENERAL	\$563.46
	UNITED MAILING SERVICES INC	POSTAGE 10/30/23--GENERAL	\$663.86
	US BANK CM-9690	2020 ADMIN FEE - 9/1/23-8/31/24--BOND	\$500.00
192472	WARD CO RECORDER	RECORDING FEE FORECLOSURE CO000010200180--GENERAL	\$20.00
192485	WARD CO RECORDER	RECORDING FEE FORECLOSURE GA090010600070--GENERAL	\$20.00
192485	WARD CO RECORDER	RECORDING FEE FORECLOSURE KM180071700010--GENERAL	\$20.00
192485	WARD CO RECORDER	RECORDING FEE FORECLOSURE MI206290200240--GENERAL	\$20.00
192472	WARD CO RECORDER	RECORDING FEE FORECLOSURE MI241460000230--GENERAL	\$20.00
192472	WARD CO RECORDER	RECORDING FEE FORECLOSURE MI356150002060--GENERAL	\$20.00
192485	WARD CO RECORDER	RECORDING FEE FORECLOSURE MULTI PARCEL--GENERAL	\$40.00
192485	WARD CO RECORDER	RECORDING FEE FORECLOSURE MULTI PARCEL--GENERAL	\$60.00
192472	WARD CO RECORDER	RECORDING FEE FORECLOSURE MULTI PARCEL--GENERAL	\$80.00
192472	WARD CO RECORDER	RECORDING FEE FORECLOSURE MULTI PARCEL--GENERAL	\$120.00

	WEIAND, GAVIN C	OVERNIGHT TRAVEL PER DIEM TRAINING WILLMAR MN 10/15-10/17--JAIL	\$140.00
	WEPPLER, SHELLY C	OVERNIGHT TRAVEL MILEAGE CONF. BISMARCK 10/8-10/10--COMMISSIONERS	\$148.56
192475	WEX HEALTH, INC.	FSA MONTHLY FEES - SEP 2023--HUMAN RES.	\$157.50
	WILKIE, NOREEN	OVERNIGHT PER DIEM CONV. BISMARCK 10/8- 10/10--TAX	\$22.00
	WILKIE, NOREEN	OVERNIGHT MILEAGE CONV. BISMARCK 10/8- 10/10--TAX	\$141.48
	WOOSTER, NICHOLAS H	CLOTHING ALLOWANCE 10/18/23 SHIRT-- SHERIFF	\$23.98
192402	XCEL ENERGY	ELECTRICITY SOO LINE PARKING LOT-- FACILITY	\$43.70
192476	XCEL ENERGY	ELECTRICITY 900 BLDG - COLD STORAGE -- FACILITY	\$115.96
192476	XCEL ENERGY	ELECTRICITY 900 BLDG--FACILITY	\$1,039.52
Total General Bills:			\$331,626.64

PARK BOARD BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
	GERDAU	PARK SUPPLIES FOR NELSON/CARLSON	\$159.30
192474	XCEL ENERGY	ELECTRICITY - O.S. PARK PUMP 401 PARK RD	\$36.50
192474	XCEL ENERGY	ELECTRICITY - O.S. PARK 8711 PROJECT RD N	\$209.29
Total Park Board Bills:			\$405.09

ROAD/HIGHWAY BILLS			
CHECK #	VENDOR	DESCRIPTION	AMOUNT
	ACME TOOLS GRAND FORKS	SHOPS SUPPLIES FOR MINOT- BATTERS, TRIMMER LINE, OIL	\$370.06
	ACME TOOLS GRAND FORKS	SHOP SUPPLIES - MISC.	\$558.45
	BUTLER MACHINERY	KNOB FOR UNIT 109	\$18.01
	BUTLER MACHINERY	V-BELT FOR UNIT 44B	\$76.26
	BUTLER MACHINERY	BATTERY FOR UNIT 39	\$131.50
	BUTLER MACHINERY	BATTERY (4) FOR UNIT 156	\$637.23
	BUTLER MACHINERY	BATTERY FOR UNIT 27	\$955.84
	CAPITAL ONE TRADE CREDIT	SHOP SUPPLIES-LOCK PIN	\$3.96
	CAPITAL ONE TRADE CREDIT	SHOP SUPPLIES	\$74.46
	CAPITAL ONE TRADE CREDIT	SHOP SUPPLIES	\$92.97
	CAPITAL ONE TRADE CREDIT	LOADBINDER RATCHET	\$99.98
	CAPITAL ONE TRADE CREDIT	CHAIN HOIST FOR SHOP	\$289.98
	DAKOTA FLUID POWER INC	PARTS FOR UNIT 156	\$35.62
	DAKOTA FLUID POWER INC	EQUIPMENT FOR PLOW TRUCKS	\$283.94
	DAKOTALAND AUTOGLASS	GLASS REPAIR ON UNIT 92A	\$906.45
	FARDEN CONSTRUCTION INC	PROGRESS ESTIMATE FOR CP-1402(23) #3	\$878,808.55
	GENERAL TRADING CO	SHOP SUPPLIES- 7/8 CLEVIS AND WRIGHT IMPACT SOCKET	\$54.82

	GENERAL TRADING CO	ABSORBANT PAD FOR MINOT SHOP	\$71.75
	GERDAU	STRESS PROOF STEEL FOR UNIT 143	\$11.78
	HOME OF ECONOMY INC	SHOP SUPPLIES- POLYCUT BLADES, KNIFE BRUSH TRIMMER	\$48.98
192394	KENMARE CITY OF	UTILITIES - WATER, SEWER, LANDFILL	\$57.50
	LARSEN, DANA G	OVERNIGHT PER DIEM CONF. BISMARCK 10/8- 10/10	\$31.00
	LARSEN, DANA G	OVERNIGHT TRAVEL PER DIEM CONF. DEADWOOD SD 10/17-10/19	\$147.00
	MAINTENANCE PLUS INC	OCTOBER GENERAL CLEANING	\$1,946.94
	MARCO TECHNOLOGIES, LLC NW7128	MONTHLY SUBSCRIPTION 10/25/23-11/24/23	\$36.00
	MDU - BISMARCK OFFICE	GAS BERTHOLD SHOP	\$48.97
192479	MDU - BISMARCK OFFICE	GAS 200 72ND ST SE BLDG E	\$57.40
192395	MDU - BISMARCK OFFICE	GAS 201 72ND AVE NE SHOP	\$77.27
192480	MDU - BISMARCK OFFICE	GAS KENMARE SHOP	\$95.82
192479	MDU - BISMARCK OFFICE	GAS 200 72ND ST SE BLDG A	\$247.83
192479	MDU - BISMARCK OFFICE	GAS 200 72ND ST SE BLDG B	\$300.69
192479	MDU - BISMARCK OFFICE	GAS 200 72ND ST SE BLDG D	\$308.92
192479	MDU - BISMARCK OFFICE	GAS 200 72ND ST SE BLDG C	\$384.79
	MENARDS - MINOT	SUPPLIES FOR SALT SHED	\$51.23
	MENARDS - MINOT	SHOP SUPPLIES- DISH SOAP, DE-ICER W/SCRAPER, WD-40	\$111.90
	MENARDS - MINOT	SHOP SUPPLIES	\$215.52
	MENARDS - MINOT	SALT/SAND SHED SUPPLIES	\$439.40
	NORTH DAKOTA ONE CALL	UTLITY LOCATING ON 1752	\$20.80
	NORTHERN PLAINS EQUIPMENT CO I	IGNITION KEY FOR UNIT 119	\$17.36
192481	OTTERTAIL POWER CO	ELECTRIC - DOUGLAS SHOP	\$90.03
	PARKLAND USA CORP DBA FARSTAD OIL	12 CARTONS OF MOBIL 1 GREASE	\$946.75
	RDO EQUIPMENT CO.	URETHANE BUMPER FOR UNIT 95A	\$147.34
	RDO EQUIPMENT CO.	2023 JOYSTICK FINGERTIP CONTROL FOR UNIT 95A	\$5,576.00
	RDO EQUIPMENT CO.	PURCHASED NEW PACKER/ROLLER SERIAL# WG139363	\$23,980.00
	SCHOCKS SAFE & LOCK INC	KEYS FOR THE GATES	\$26.00
	SCHOCKS SAFE & LOCK INC	KEYS FOR THE DOORS	\$60.00
	SWANSTON EQUIPMENT CO	PARTS FOR UNIT 5203	\$13.42
	SWANSTON EQUIPMENT CO	HUB ASSEMBLY FOR UNIT 281	\$1,620.22
192406	XCEL ENERGY	ELECTRICITY - BERTHOLD	\$28.27
192396	XCEL ENERGY	ELECTRICITY SHOP ST. LIGHTING	\$63.15
Total Road/Highway Bills:			\$920,678.11

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

GRAND TOTAL **\$1,252,709.84**

WARD COUNTY HUMAN SERVICE ZONE**LISTING OF BILLS****BILLS PAID - November 7, 2023****ZONE BOARD REVIEW- November 21, 2023****HUMAN SERVICE ZONE**

VENDOR	DESCRIPTION	AMOUNT
Nicole Domres	Employee Travel 7/13-10/18	348.24
Kristi Frederick	Employee Travel/Meals 10/10	144.10
Jackie Johnson	FHRR-Transport School/Dr	782.59
Jennfier Leighty	Employee Meals 9/19-9/21	90.00
Jenna Lyon-Aasand	Employee Travel 6/1-7/31	267.24
Marissa Mutschler	Employee Travel 9/21-10/13	201.74
Marissa Mutschler	Employee Travel 10/13-10/25	168.34
Valerie Potter	Employee Travel 10/18-10/30	129.64
Kathy Seekings	FHRR-Transport to MN for Dr	414.95
Lindsay Welsh	Employee Travel 5/3-5/26	104.80
Lindsay Welsh	Employee Travel 6/2-6/30	50.44
Haley West	Employee Travel 9/1-10/24	90.39
Haley West	Employee Meals 8/14-8/15	59.00
Haley West	Employee Meals 9/19-9/21	90.00
TOTAL		2,941.47

GALAXY CREEK TRANSPORTATION LLC SEGMENT REQUEST

**US 52
ND 97**

Prepared by

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
BISMARCK, NORTH DAKOTA

<http://www.dot.nd.gov/>

DIRECTOR
Ronald J. Henke, P.E.

Maintenance Division Director
Brad Darr, P.E.

Principal Author: Craig Faul, Maintenance Division
October 2023

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Appendix A Galaxy Creek Transportation LLC Application

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I. Executive Summary

A. Purpose of Request

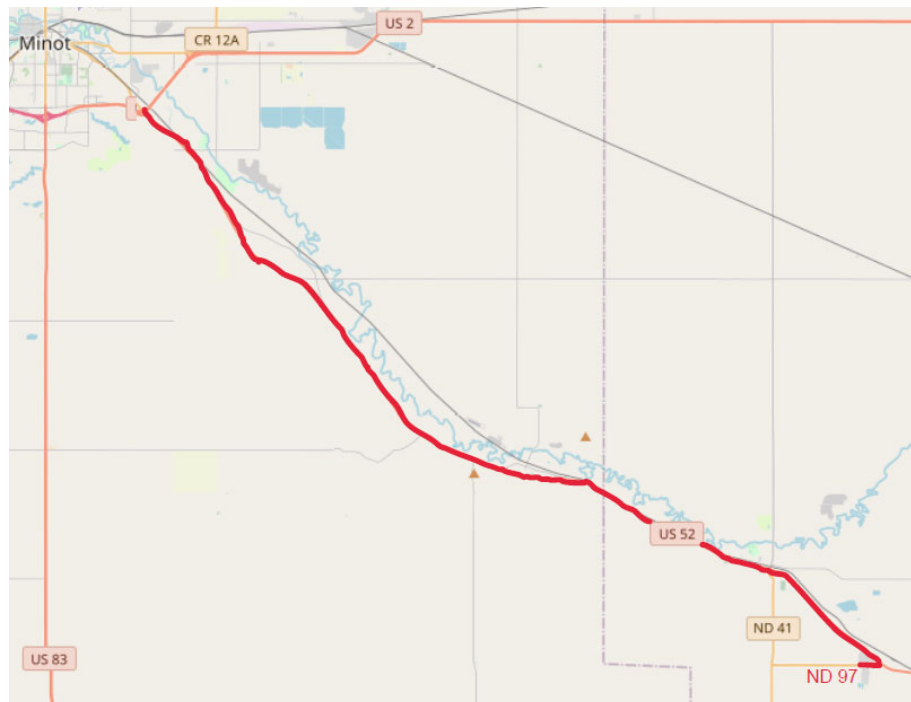
Galaxy Creek Transportation LLC provides of biodiesel loads from the ADM Biodiesel facility in Velva ND to the Co-op facility in Regina, Saskatchewan. Regina, SK is in the process of building a new Biodiesel refinery that is scheduled to be completed in 2027. This is a dedicated route that will continue for the foreseeable future or until the refinery is completed. Most of the route on this trip is allowed to transport a larger quantity of product, so I wanted to put in a request to see if I can get approval for the 26 beginning miles of the trip to make this trip more eco-friendly. This is for one semi/trailer combination. If things go well they would anticipate on adding a second unit. Their request to add US 52 and ND 97 to the 129,000 lb. Large Truck Network would allow larger trucks to ship commodities in and out of their plants. This would be able to increase their loads by a plus or minus 5 loads per month.

Galaxy Creek Transportation LLC submitted an application that requested to add segments of roadway to the 129,000 Large Truck Network.

The segments are as follows:

- US 52 from the interchange of US 2 and US 52 to the intersection of US 52 and ND 97 (RP 902.900 to 903.00 and RP 97.052 to 120.210).
- ND 97 from the intersection of US 52 and ND 97 to the ADM Biodiesel Facility (RP 2.10 to 2.539)

The figure below is the location of the request.



B. Segment Request Location

Highway: US 52 and ND 97
District: Minot District
Limits: US 52 - (RP 902.900 to 903.00 and RP 97.052 to 120.210),
ND 97 - RP 2.10 to 2.539

Table 1 - Traffic Data

Hwy	Year	Mile Point	ADT	Trucks
US 52	2022	RP 97.052 to 97.129	6030	615
US 52	2022	RP 97.129 to 101.683	6147	939
US 52	2022	RP 101.683 to 116.858	4147	980
US 52	2022	RP 116.858 to 120.210	2264	712
ND 97	2022	RP 67.280 to 57.453	13932	957
US 281	2022	RP 2.10 to 2.539	235	125

C. Maintenance Division Review

The designated segment requested for addition to the 129,000 Large Truck Network currently has the following restrictions:

Hwy	Weight Restriction	Length Restriction	Spring Load Restriction
US 52	105,500 LB	110 Feet	Legal Weight
ND 97	105,500 LB	95 Feet	Legal Weight

D. Structures Impacted - Bridge Division Review-

The request contains 3 highway segments on ND 97 and US 52. The segment on ND 97 from RP 2.10 to 2.539 has NO bridge length structures. The segment on US 52 from RP 97.052 to 120.210 has 6 bridge length culverts. The segment on US 52 from RP 902.900 to 903.00 has 1 bridge. A load rating analysis shows that each structure has sufficient capacity for the anticipated 129,000lb truck configurations. A change in structure condition may result in revoking any previously approved structure from the 129,000 lb Route Network. The axle loads considered for 129,000 lb route approval are equivalent to legal loads for non-bridge length culverts, therefore non bridge length culverts were not included in the analysis. See the table below for each bridge ID, condition, and analysis results. Detailed analysis results are contained in the attachment.

Route 2								
HWY	Bridge ID	Structure Type	NBI Condition				Bridge Length	Acceptable for 129,000 lb Loads*
			Deck	Super	Sub	Culvert		
US 52	0052-098.967	Conc. Culvert	N/A	N/A	N/A	6	Y	Yes
	0052-105.390	Conc. Culvert	N/A	N/A	N/A	6	Y	Yes
	0052-107.695	Conc. Culvert	N/A	N/A	N/A	6	Y	Yes
	0052-115.225	Conc. Culvert	N/A	N/A	N/A	6	Y	Yes
	0052-115.888	Conc. Culvert	N/A	N/A	N/A	7	Y	Yes
	0052-120.118	Conc. Culvert	N/A	N/A	N/A	7	Y	Yes
US 52	0002-148.930	Steel Continuous Spread Box Beam	7	7	6	N/A	Y	Yes

E. Roadway Condition -Planning/Asset Management Division Review

The roadway conditions for the requested route is provided below:

District	Highway	Segment	IRI	Distress	Rut	Freight Constraint
4	97	2.100 - 2.539	130	91	0.24	None
4	52	97.052 - 97.264	63	94	0.14	None
4	52	97.264 - 100.151	50	96	0.13	None
4	52	100.151 - 101.683	65	97	0.12	None
4	52	101.683 - 112.521	61	91	0.24	None
4	52	112.521 - 116.411	40	96	0.12	None
4	52	116.411 - 117.102	69	89	0.19	Roadway Width Restriction
4	52	117.102 - 120.210	44	96	0.1	None
4	52B	902.900 - 903.00	83	88	.09 (faulting)	None

F. Upcoming Projects - Programming Division Review

Hwy – US 52
PCN 23642 - MILL AND OVERLAY
Bid Opening Date – 1/1/2026
E JCT 2 TO CO LN – SAWYER

Just to note this segment of US 52 is currently designated as a Safety Corridor. It has also recently had passing lanes added to it.

G. Materials and Research Division Review

The UGPTI study found that for pavements, axle weights are a bigger factor than Gross Vehicle Weight (GVW). Truck weight limits that allow a higher GVW distributed over more axles do not necessarily lead to higher pavement damage. Axle weights are required to remain within legal limits. This will reduce the number of required truck trips.

H. Design Division Review

Design Division has no comments on these requested 129,000 lb routes as restrictions are already in place for vehicle length based on the corridors.

I. Minot District Review

No comment.

J. Public Involvement Process / Need for Public Input

K. Executive Steering Committee Comments and Recommendation.

II. Executive Decision

1. Should US 52 from the interchange of US 2 and US 52 to the intersection of US 52 and ND 97 (RP 902.900 to 903.00 and RP 97.052 to 120.210 be added to the 129,000 large truck network?

_____ Yes

_____ No

2. Should ND 97 from the intersection of US 52 and ND 97 to the ADM Biodiesel Facility (RP 2.10 to 2.539) be added to the 129,000 large truck network?

_____ Yes

_____ No

Amendments/Comments:

Ronald J. Henke,
Director

Date

APPENDICES

Appendix A
GALAXY CREEK TRANSPORTATION LLC

REQUEST FOR DESIGNATED ROUTES UP TO 129,000 POUNDS

North Dakota Department of Transportation, Maintenance

SFN 61295 (5-2019)

This form is designed to be completed electronically.

Date
04/20/2023

Company Name Galaxy Creek Transportation L.L.C.		Contact Person's Name Cole Gravesen	
Contact Telephone Number 701-818-0199	Fax Number		Email Address cole.gravesen@gmail.com
Address 500 East Division St Apt 9		City Kenmare	State ND
		ZIP Code 58746	

State Highway Routes(s) Requested

Vehicles operating on the maximum overall length as shown on the NDDOT Overall Length Map at http://www.dot.nd.gov/divisions/maintenance/docs/9-1annex_b.pdf. Upload a map with requested route(s) along with this completed form.

Highway Number	Beginning Milepost	Ending Milepost	Highway Number	Beginning Milepost	Ending Milepost
52	120.2	97.1			
97	2.1	2.6			

Reasons for Request

1. Narrative explaining origin and destination of trips Beginning loading origin is located at ADM Velva, ND and the destination goes to the Co-op refinery in Regina, SK.
2. Approximate change in loads per month ±5
3. Approximate number of trips per month 20.14
4. Commodities being transported Biodiesel (non-hazardous)

Urban Corridors (if Applicable)

1. Cities over population 500 on corridor (Current Census) Sundre,ND; Velva, ND
2. Anticipated turning movements on route in cities N/A

Local Roads

1. Will origin or destination of loads pass over local county or city roads: ☒ Yes ☐ No
List of County or City Roads

Additional Info Section (Economic impact must be included)

Regina, SK is in the process of building a new Biodiesel refinery that is scheduled to be completed in 2027. This is a dedicated route that will continue for the foreseeable future or until the refinery is completed. Most of the route on this trip is allowed to transport a larger quantity of product, so I wanted to put in a request to see if I can get approval for the 26 beginning miles of the trip to make this trip more eco-friendly.
This is for one semi/trailer combination. If things go well I would anticipate on adding a second unit.

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.

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~~⁴-2023

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.

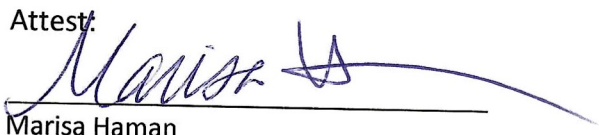
This roadway begins at the intersection of 20th St. SE and 54th Ave SE in Sundre Township.

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 3rd day of October, 2023.


John Fjeldahl
Ward County Commission Chairman

Attest:

Marisa Haman
Ward County Auditor/Treasurer

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



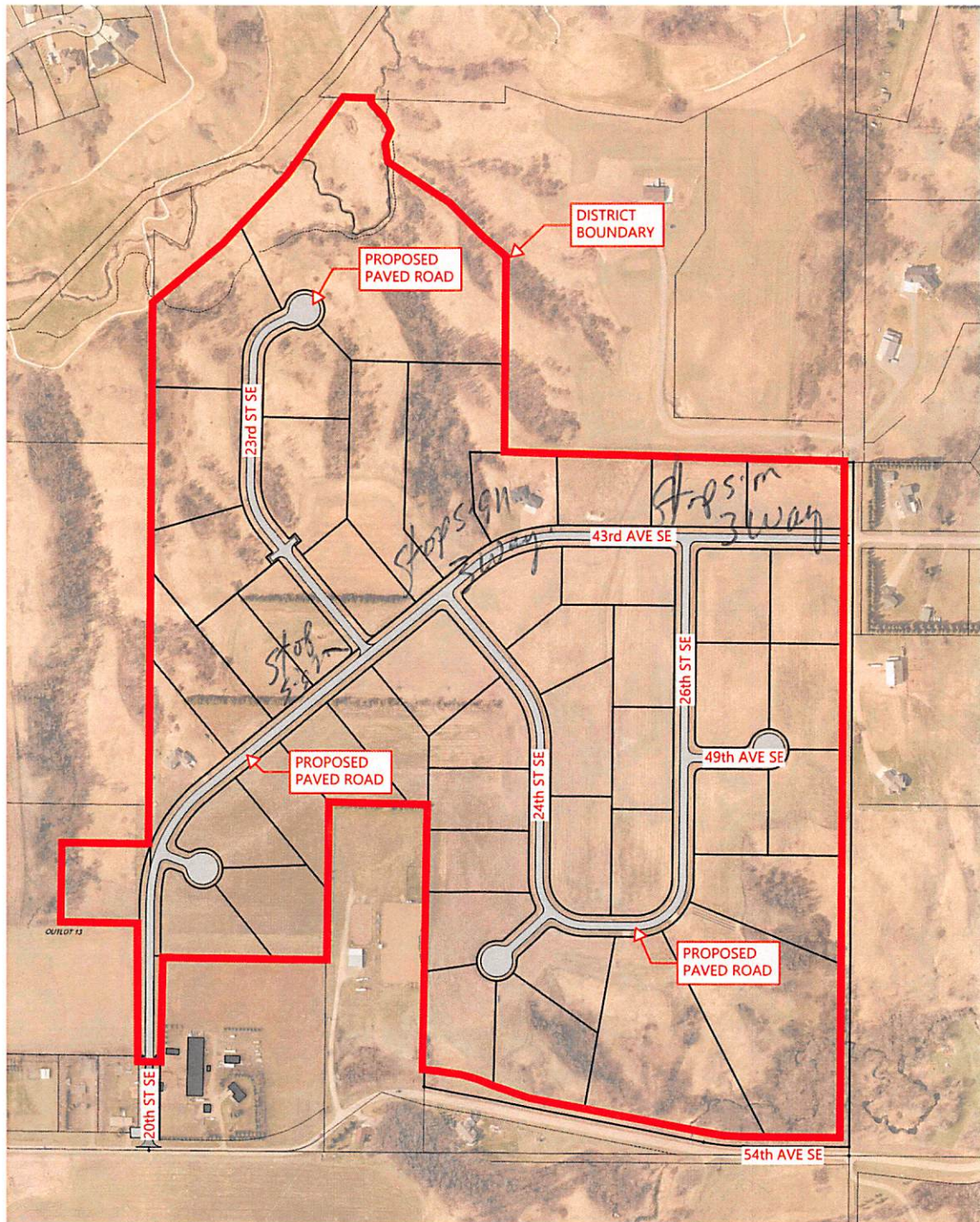
A/E Project

P23028

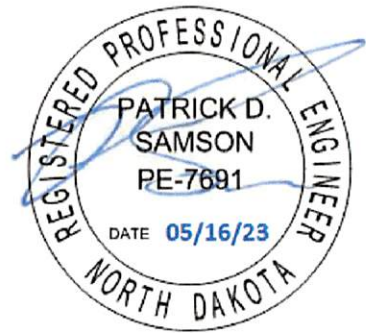
Date

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:

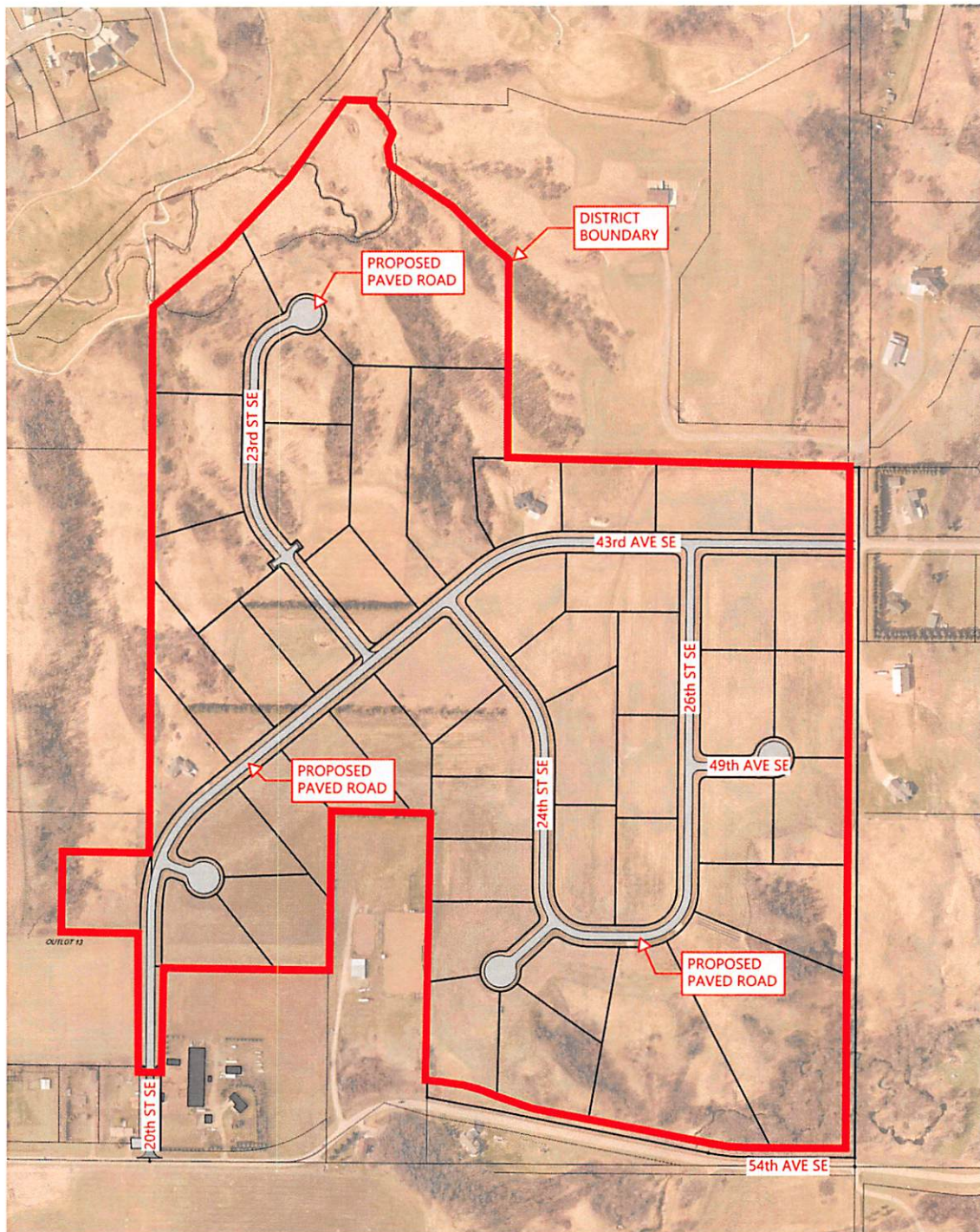
Construction	\$ 1,120,000
10% Contingency	\$ 112,000
<u>20% Incidental (engineering, admin, etc.)</u>	<u>\$ 224,000</u>
Total Project Cost	\$ 1,456,000

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.

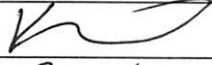
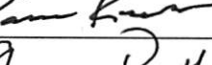
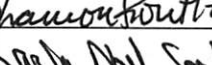
Page 1 of 5 Petition

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 3, Galusha Ranch Addn	Warranty deed	5224 S Bdwy, Minot ND	701-240-9693
		Block 1, Lot ⁴ 4, Galusha Ranch Addn			
8/8/23	Kallio Goodin	Block 1, Lot 4, Galusha Ranch Addn	warranty deed	4215 ⁴²¹⁵ 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	Pouy Schnobz	Block 3, Lot 7, Galusha Ranch Addn	Warranty deed	4401 24th St SE Minot	9205980657
8/1/23	Steph Schuman	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. Boling, Minot, ND	701.240.9683
7-10-2023	Krisha Abel, Sec/Treas	Block 2, Lot 9, Galusha Ranch Addn	Warranty deed	5224 S Boling, Minot, ND	701.240.9683
7-10-2023	Krisha Abel, Sec/Treas	Block 2, Lot 10, Galusha Ranch Addn	Warranty deed	5224 S Boling, Minot, ND	701.240.9683
7-10-2023	Krisha Abel, Sec/Treas	Block 2, Lot 11, Galusha Ranch Addn	Warranty deed	5224 S Boling, 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.

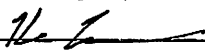


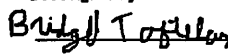
PAVING AND RELATED SERVICES AGREEMENT

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.

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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
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DocuSigned by:
Karen Sabrosky
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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

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DocuSigned by:

Kristi Gersten

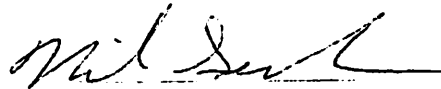
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PAVING AND RELATED SERVICES AGREEMENT

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

BK

PAVING AND RELATED SERVICES AGREEMENT

GALUSHA RANCH ADDITION

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

AND

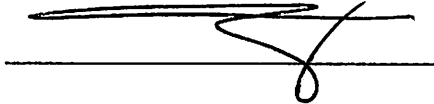
GALUSHA RANCH 2ND ADDITION

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.

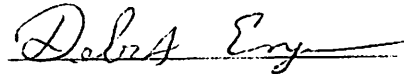


PAVING AND RELATED SERVICES AGREEMENT

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

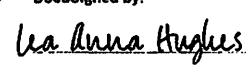
I/we, Kirt and Lea Anna Hughes, as potential purchaser(s) and/or owner(s) of Lot 20 of the Galusha Ranch Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch Addition, which will include paving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

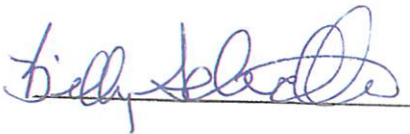
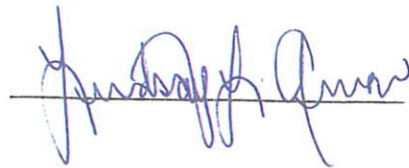
Kelly Heilman

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.

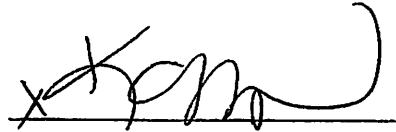
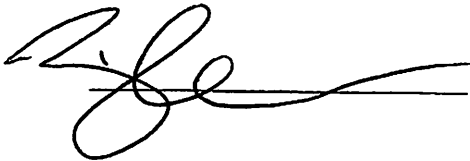
Handwritten signature of Billy Schindler in blue ink, written over a horizontal line.Handwritten signature of Lindsay Amon in blue ink, written over a horizontal line.

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.

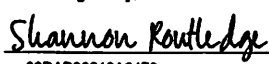
By execution of this document, I/we agree to the improvements as set forth above and acknowledge and agree that the costs for these improvements shall be shared equally amongst all of the owners of the properties in Galusha Ranch Addition and I/we agree to pay our proportionate share of these costs. 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

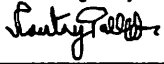
I/we Brandon and Courtney Tollefson, as potential purchaser(s) and/or owner(s) of Lot __, Galusha Ranch Addition OR Lot 1, Galusha Ranch 2nd Addition to the City of Minot, hereby agree and acknowledge that the Developer has informed us that it is their intention to improve the streets of Galusha Ranch 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



Auditor / Treasurer's Office

Marisa Haman
Auditor/Treasurer

Misty Hester
Deputy

NOTICE OF HEARING VACATION OF SECTION LINE – SUNDRE TOWNSHIP

Notice is hereby given that a public hearing will be held Tuesday, November 7th, 2023, in the Commission Chambers located at 225 3rd St SE 2nd Floor Minot, North Dakota during the regular Commission meeting which begins at 9:00 AM. The hearing is regarding a petition submitted by Garrett and Kasey Scofield to vacate the following section line in Sundre Township as an alternate platted right of way is present:

66' of right of way between sections 6 & 7 south of County Road 14 along the southern border of outlots 10 & 12.

The hearing is open to all citizens having an interest in the vacation of said section lines.

Dated at Minot, North Dakota, this 24th day of October, 2023.

Marisa Haman
Ward County Auditor/Treasurer

cc: Minot Daily News
Todd Hustad, Sundre Twp Board Chairman
Cari Morey, Sundre Twp Clerk
Tom Klein, Chrm., Water Resource Board
Dana Larsen, County Engineer
Doug Diedrichsen, County Planning & Zoning
Noreen Barton, Director of Tax Equalization
Bruce Nelson
Wes & Veronica Frisco
Garrett & Kasey Scofield

ORIGINAL



WARD COUNTY, NORTH DAKOTA

Ward County
PO Box 5005
Minot, ND 58702-5005

APPLICATION FOR VACATION OF PLATTED OR STATUTORY RIGHT OF WAY

APPLICANT INFORMATION

Name: Garrett & Kasey Scofield Phone: 701-340-3107

Email Address: kasey.eisenzimmer@hotmail.com

Mailing Address: 2120 54th Ave SE Minot, ND 58701

SUBJECT PROPERTY INFORMATION

Location of Section Line to be vacated:

Legal Description:

Address: (If Applicable)

Explain the reasoning and circumstances for request of Right of Way Vacation (please attach any addition information/documentation you would like considered with this application) Attached map of request required (produced by surveyor or County P&Z administrator)

County Rd 14 deviates from the section line.
We'd like to request vacation of the portion that runs through our yard.

SIGNATURE

Signature of applicant: Kasey Scofield [Signature] Date: 10-12-23

OFFICIAL USE

Date Received: 10/12/23

Received By: [Signature]

Staff Check List:

- ☒ Received by Auditor 10/16/23
- ☒ Received by P&Z Admin 10/12/23
- ☐ Rcd Rvw sent _____ Received _____
- ☐ PHN Sent _____ PHN MDN _____
- ☐ Publication Date MDN _____
- ☐ Staff report written by P&Z Admin _____

PC Action:

First Reading

Second Reading (for subdivision requests)

CC Action:

Approved Application must be accompanied by a stamped and signed motion from the County Commission



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

County Commission Staff Report Right-of-Way

Meeting Date: _____

Applicant: Garrett & Kasey Scofield
2120 54th Ave SE Minot, ND 58703
701.340.3107

Owner: Garrett & Kasey Scofield, Wes & Veronica Frisco, Bruce Nelson

Current legal description: Section Line RoW south of CR 14 between SE4 Sec. 6 and the NE4 Sec. 7 154-82 Sundre Township

Proposed legal description: Vacation of section line RoW

Township: City of Minot ETJ

Current Zoning: City of Minot R1 & Ag

Zoning Ordinance Reference: City of Minot Land Development Ordinance

PROJECT DESCRIPTION:

The applicant is requesting to vacate section line RoW where County 14 deviates from the section line due to the topography of the area.

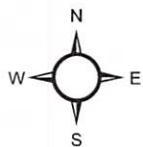
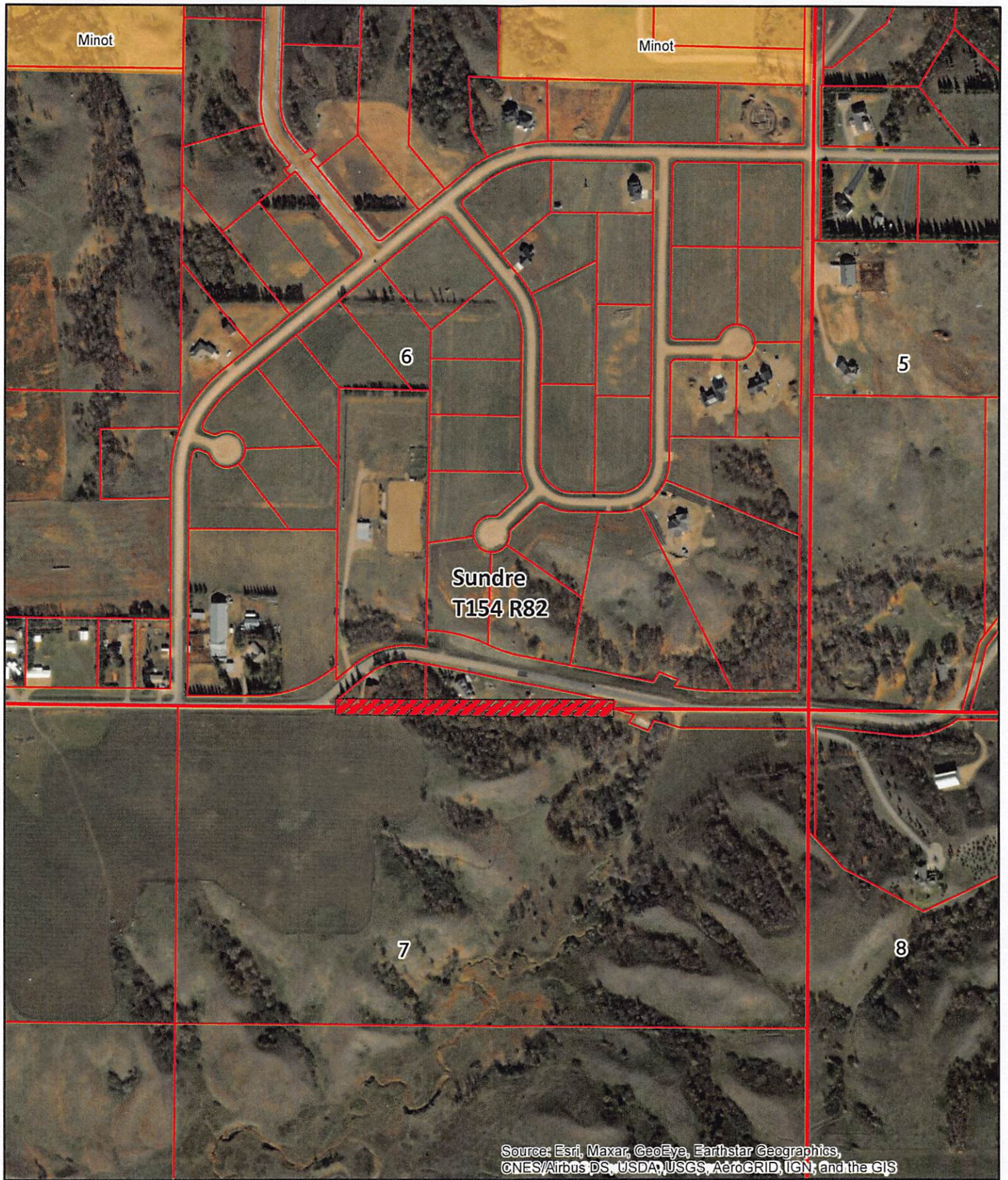
FINDINGS OF FACT:

1. 66' of statutory RoW remains unvacated between section 6 & 7
2. The statutory RoW is currently obstructed by a coulee
3. Alternative route in place
4. Existing platted RoW provides same or similar access

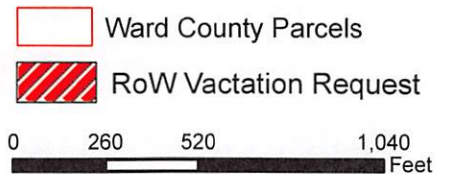
**PLANNING AND ZONING RECOMMENDATION:**

The applicant is proposing to vacate statutory section line right-of-way where there is existing platted access providing an alternate road alignment. County Road 14 deviates from the section line due to topographic barriers and a realignment the road back to the section line is unlikely.

Since an existing alternate route exists on platted right-of-way staff recommends approval of the vacation request.



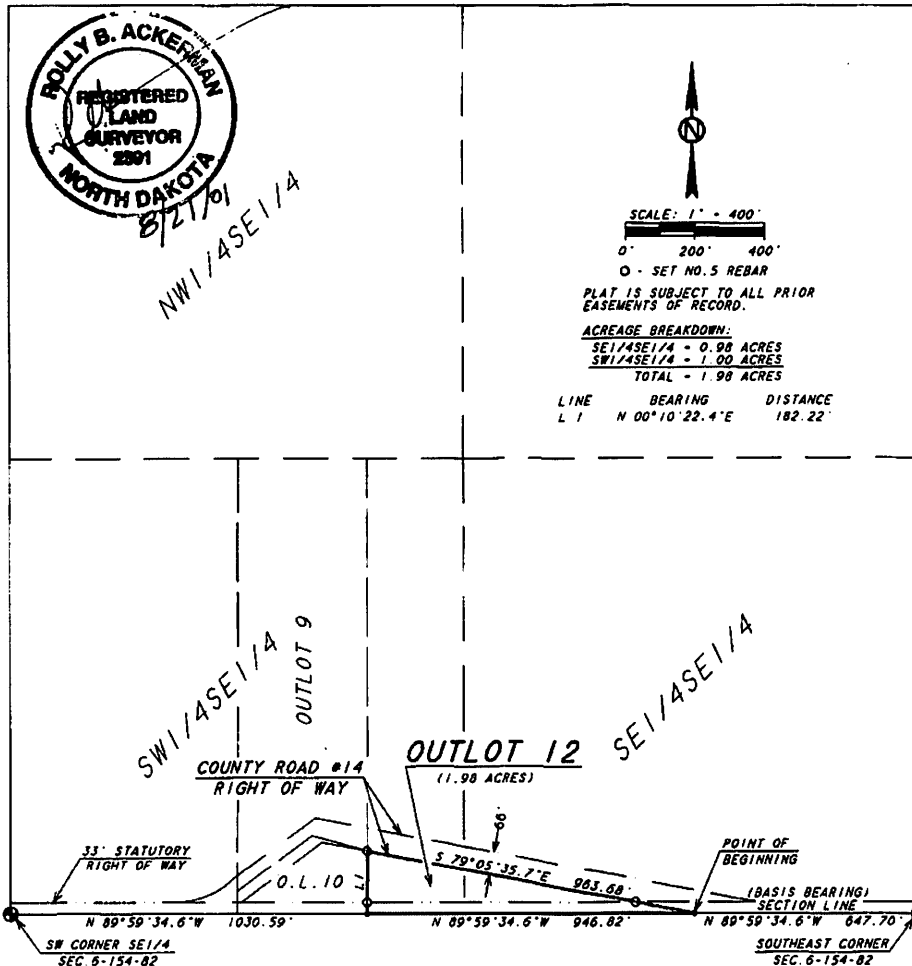
Garrett & Kasey Scofield
RoW Vacation Request
6-154-82
Sundre Township



SK06SU02

PLAT OF OUT LOT 12

of SE $\frac{1}{4}$, Section 6, Township 154 N, Range 82 W
 Owner Bernice Galusha



Out lot 12 of SE $\frac{1}{4}$, Section 6, Township 154 N, Range 82 W
 described as follows:

Commencing at the Southeast corner of Section 6, Township 154 North, Range 82 West, Ward County, North Dakota; Thence N 89°59'34.6"W, along the South boundary of Section 6, a distance of 647.70 feet to the point of beginning; Thence continuing N 89°59'34.6"W, along the South boundary of Section 6, a distance of 946.82 feet; Thence N 00°10'22.4"E, a distance of 182.22 feet to the South right of way line of County Road No. 14; Thence S 79°05'35.7"E, along the South right of way line of County Road No. 14, a distance of 963.68 feet to the point of beginning. Tract contains 1.98 Acres.



BERNICE GALUSHA

OTL

23.00

2803814

Page: 1 of 2

04/04/2002 03:55P

Ward County, ND

THE UNDERSIGNED, owner.... 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 therein described, hereby donate and dedicate all the streets and alleys hereon shown to the public for public use.

IN TESTIMONY WHEREOF the said owner... has... hereunto set h.e.r. hand... and seal this 4th day of April, 20 02

Signed in presence of

Bernice Galusha

(Seal)

(Seal)

(Seal)

STATE OF NORTH DAKOTA }
County of Ward } ss.

On this 4th day of April in the year 2002 before me, a Notary Public in and for said County and State, personally appeared Bernice Galusha

known to me to be the person... who is described in, and who executed the foregoing instrument and acknowledged that She... executed the same.

My Commission Expires: 10-14-05

Peggy Anderson

Notary Public

PEGGY ANDERSON
Notary Public, State of North Dakota
My Commission Expires Oct. 14, 2005

SURVEYOR'S CERTIFICATE

I, ROLLY B. ACKERMAN, Registered Land Surveyor, do hereby certify that at the request of

BERNICE GALUSHA

within and foregoing plat and description of the land as herein described, and that the lot distances, area and location, as indicated on said plat and contained in said description, are true and correct.

Rolly B. Ackerman
ROLLY B. ACKERMAN #2391 Registered Land Surveyor

Subscribed and sworn to before me this 21st day of August, 20 01

My Commission Expires:

ROBBY L. BERARD
Notary Public, Ward County, ND
My Commission Expires Dec. 19, 2001

Approved APRIL 4, 20 02

Robt R. Amptman

Approved _____, 20 _____

Taxes and special assessments paid
and transfer accepted this 4th day
of April, 20 02.

Ward County Auditor

Darla Vaagen Deputy

2803814
Page: 2 of 2
04/04/2002 03:55P
Ward County, ND

RECORDER'S OFFICE, WARD COUNTY, ND
I certify that this instrument was filed for record this date.
Sheila K. Dalen, County Recorder

by Sheila K. Dalen 2803814

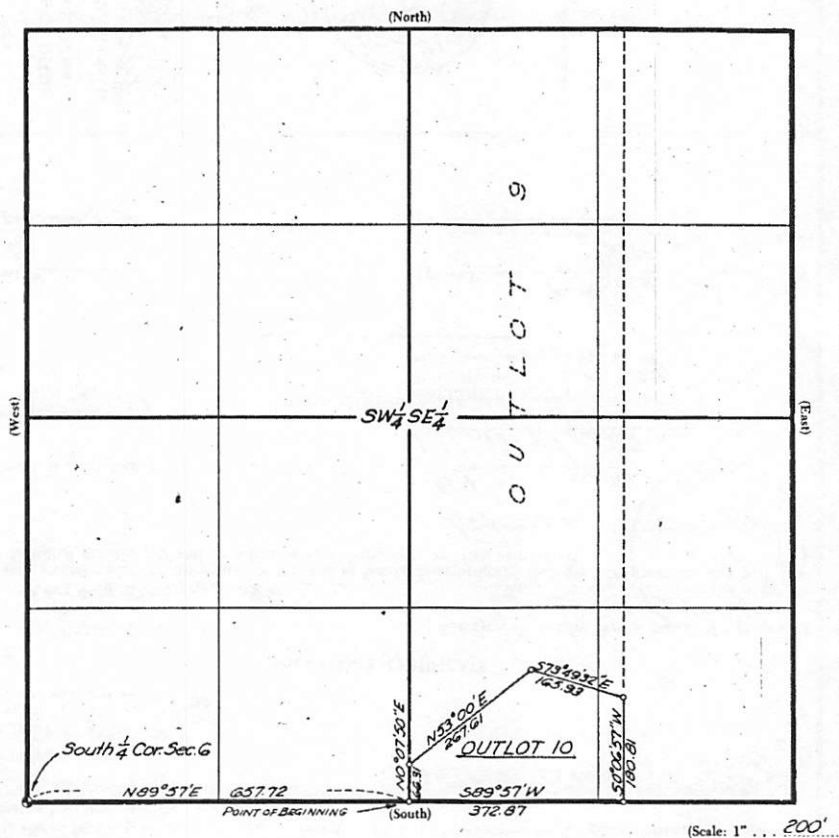


519217

PLAT OF OUT LOT 10

of $SW\frac{1}{4}SE\frac{1}{4}$, Section 6, Township 154N., Range 82W.

Owner Leo R. & Dorothy Lindbo



Out lot 10 of $SW\frac{1}{4}SE\frac{1}{4}$, Section 6, Township 154N., Range 82W. described as follows:

Beginning at a point which lies N89°57'E a distance of 657.72 feet from the Southwest corner of Section 6, Township 154 North, Range 82 West, Ward County, North Dakota; thence N0°07'50"E a distance of 66.31 feet to the southwest corner of Outlot 9; thence N53°00'E along the south boundary of said Outlot 9 a distance of 267.61 feet; thence S73°49'32"E a distance of 165.93 feet to the southeast corner of Outlot 9; thence S0°06'57"W a distance of 180.81 feet to the south boundary line of Section 6; thence S89°57'W along said south boundary line a distance of 372.87 feet to the point of beginning. Tract contains 1.466 acres more or less.

Unimproved Taxes and Special Assessments of this tract entered for the year 1976

this 22 day of Oct 1976

J. E. Peterson
Auditor, Ward Co., N. D.

BOOK

PAGE 111

521-172
THE UNDERSIGNED, owner.... 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, ha..... caused to be made the within and foregoing plat of said land, with the lots as therein described, and hereby donate and dedicate all the streets and alleys hereon shown to the public for public use.

IN TESTIMONY WHEREOF the said owner S. ha. E. hereunto set his hands, and seal this 22 day of October, 1976.

Signed in presence of

Leo R. Lindbo
Dorothy Lindbo

Leo R. Lindbo (Seal)
Dorothy Lindbo (Seal)
..... (Seal)

STATE OF NORTH DAKOTA }
County of Ward

On this 22 day of October in the year 1976, before me, a Notary Public in and for said County and State, personally appeared Leo R. Lindbo and Dorothy Lindbo his wife

known to me to be the persons who are described in, and who executed the foregoing instrument and acknowledged that they executed the same.

My Commission Expires:

HARRIET L. ANDERSEN
Notary Public, Ward County, N. Dak.
My Commission expires Oct. 5, 1979

Harriet L. Andersen



SURVEYOR'S CERTIFICATE

I, Duane A. Torvik, Surveyor, do hereby certify that at the request of

Leo R. & Dorothy Lindbo

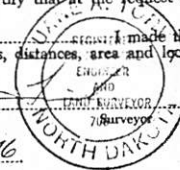
within and foregoing plat and description of the land as herein described, and that the lots, distances, area and location, as indicated on said plat and contained in said description, are true and correct.

Subscribed and sworn to before me this 22 day of Oct, 1976

My Commission Expires:

ARLENE REGISTON
Notary Public, Ward County, N. Dak.
My Commission expires Feb. 12, 1977

Arlene Registon Notary Public



Approved _____, 19____

City Engineer, Minot, N. Dak.

Approved October 21, 1976

C. G. Bakke Chairman
Ward County Planning Commission

213 15
OCT 23 1976 - 1 30 PM

510217
PLAT OF OUT LOT
Sec. _____, Twp. _____, Rge. _____
OFFICE OF REGISTER OF DEEDS
County of Ward, North Dakota

I hereby certify that the within instrument was filed for record in this office on the 22 day of Oct, 1976 at 1:30 o'clock P.M. and was duly recorded on page 174 of Book _____ of Irregular Plats.

Arlene Registon
Registered Deeds

By _____ Deputy



Leo R. Lindbo
Dorothy Lindbo
Minot, N. Dak.

3038418 04/29/2020 10:47:27 AM Page: 1 of 2 \$0.00
EIGHT OF MAY PLAT WOOD COUNTY RECORDER
Betsy Braun, County Recorder, third NO

DATE: 4/14/2020

DATE SURVEY WAS COMPLETED: 4/3/2020

Line Table		
Line #	Direction	Length
L1	S 0°28'15" W	80.00 FT
L2	N 89°34'59" W	529.93 FT
L3	N 74°17'40" W	114.75 FT
L4	S 30°52'12" W	50.16 FT
L5	N 67°48'14" W	85.98 FT
L6	N 30°52'12" E	40.09 FT
L7	N 74°17'40" W	87.18 FT
L8	N 89°48'34" W	161.44 FT
L9	N 0°25'01" E	2.89 FT
L10	S 89°34'59" E	68.30 FT
L11	N 11°29'08" E	31.62 FT
L12	S 78°30'52" E	158.31 FT
L13	N 78°41'36" W	21.68 FT
L14	N 78°41'36" W	90.21 FT
L15	N 30°52'12" E	46.98 FT
L16	S 67°48'14" E	85.98 FT
L17	S 30°52'12" W	29.74 FT
L18	N 89°34'59" W	153.00 FT
L19	S 0°25'01" W	150.00 FT
L20	N 89°34'59" W	134.00 FT
L21	S 55°32'02" W	290.00 FT
L22	N 79°15'31" W	71.61 FT
L23	N 12°35'59" E	310.00 FT
L24	S 89°34'59" E	376.93 FT
L25	N 74°33'48" W	52.74 FT
L26	N 69°14'51" E	81.89 FT
L27	N 47°31'17" W	85.90 FT
L28	N 47°31'17" W	45.00 FT
L29	N 11°29'08" E	8.45 FT
L30	S 78°30'52" E	38.58 FT
L31	S 40°46'35" E	45.00 FT
L32	N 78°41'36" W	80.59 FT
L33	S 76°37'28" W	106.00 FT

LOT 15
GALUSHA RANCH ADDITION BLOCK 2

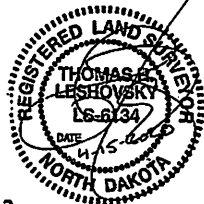
Parcel No. 3		0.07 Acres (Fee Title Acquisition)
Parcel No. 3A		0.06 Acres (Temporary Construction Easement)
		(Total)

ANDREW & KRISTI MOUSEL
1105 47TH AVE SW
MINOT, ND 58701

OUTLOT 12

  Section Line

N $\frac{1}{4}$ Cor.
RR Spike
Sec. 7-154-82



OUTLOT 12
SE¼ S6-154-82
Parcel No. 2
Parcel No. 2A



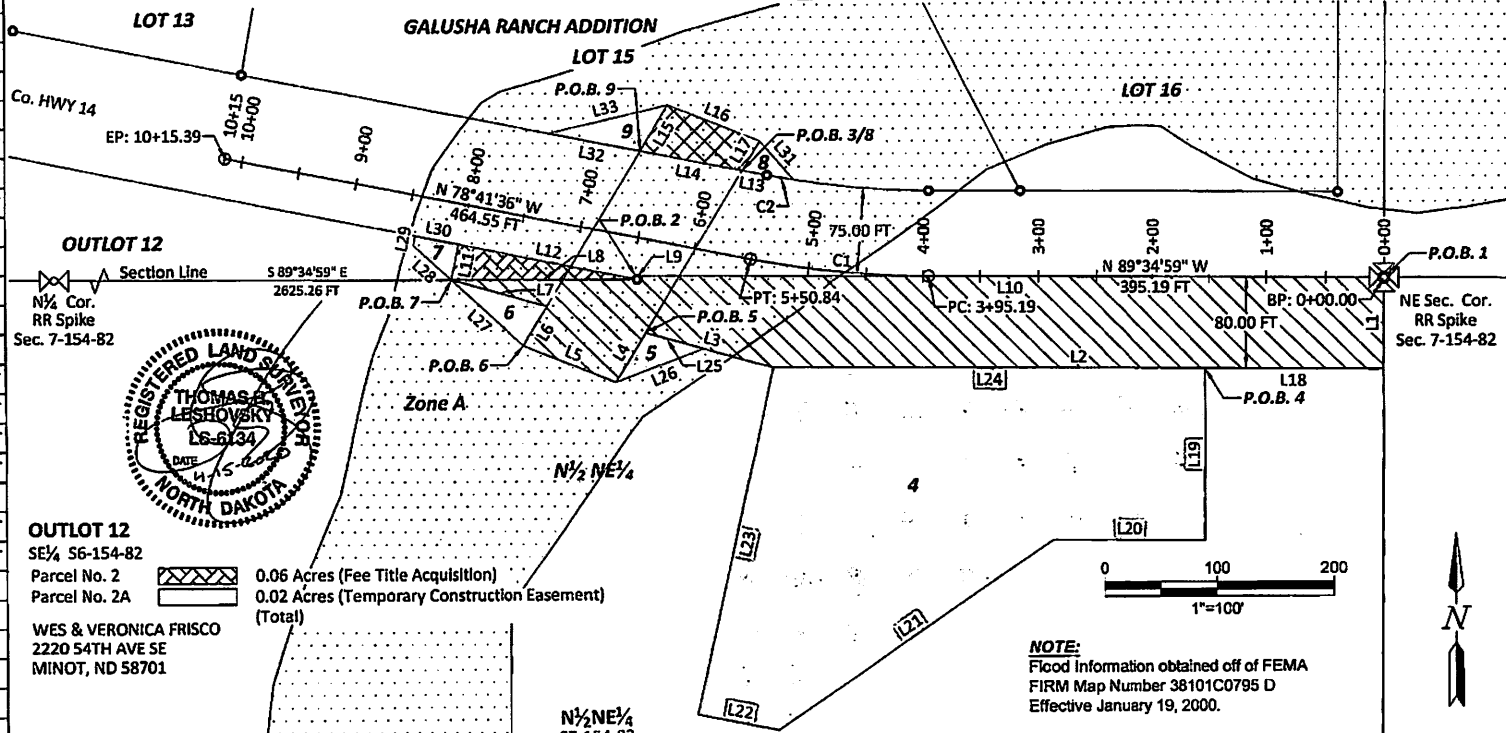
0.06 Acres (Fee Title Acquisition)
0.02 Acres (Temporary Construction Easement)
(Total)

WES & VERONICA FRISCO
2220 54TH AVE SE
MINOT, ND 58701

Curve Table					
Curve #	Δ	Radius	Length	Chord Direction	Chord Length
C2	1°49'58"	743.51 FT	23.78 FT	S 79°34'41" E	23.78 FT

Basis of bearing is:
 All coordinates on this sheet are:
 They are derived from the SPC_(3301_NORTH_DAKOTA_NORTH)
 NORTH_DAKOTA_COORDINATE_SYSTEM_OF_1983_NAD83_(CORS)
 WARD_CO_GROUND_US_FEET_SCALE_FACTOR_1.0001470216
 Assumed Coordinates

Alignment Curve Table								
Curve #	PI Station	Δ	Da	Tangent	Radius	Length	Chord Length	Chord Direction
C1	4+73.25	10°52'03"	6°58'56"	78.06'	820.58'	155.65'	155.41'	N 84°06'16" W



NOTE:
Flood Information obtained off of FEMA
FIRM Map Number 38101C0795 D
Effective January 19, 2000.

N $\frac{1}{2}$ NE $\frac{1}{4}$
57-154-82

Parcel No. 1
Parcel No. 1A

BRUCE J NELSON
604 13TH AVE NE
MINOT, ND 587031569

Effective January 1, 2012

1.32 Acres (Fee Title Acquisition)
2.07 Acres (Temporary Construction Easement)
(Total)

RI

WARD COUNTY

RIGHT OF WAY PLAT
APPROVED *James Schell*

DATE 4/16/2020

SUPPLEMENT TO PLAT NO. 1 OF 1

Parcel No. 1 (Fee Title Acquisition) Owner: Bruce J Nelson

A tract of land lying in the N $\frac{1}{2}$ NE $\frac{1}{4}$, Section 7, Township 154 N, Range 82 W, described as follows:

Beginning (1) at the Northeast Corner of Section 7, Township 154 N, Range 82 W; Thence S 0°28'15" W, a distance of 80.00 FT; Thence N 89°34'59" W, a distance of 529.93 FT; Thence N 74°17'40" W, a distance of 114.75 FT; Thence S 30°52'12" W, a distance of 50.16 FT; Thence N 67°48'14" W, a distance of 85.98 FT; Thence N 30°52'12" E, a distance of 40.09 FT; Thence N 74°17'40" W, a distance of 87.18 FT; Thence S 89°48'34" E, a distance of 161.44 FT; Thence N 0°25'01" E, a distance of 2.89 FT; Thence S 89°34'59" E, a distance of 648.30 FT, to the Point of Beginning.

Parcel contains 1.32 Acres more or less.

Parcel No. 1A (Temporary Construction Easement)

All that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$, Section 7, Township 154 N, Range 82 W, shown on the plat as the shaded area, described as follows:

Commencing at the Northeast Corner of Section 7, Township 154 N, Range 82 W; Thence S 0°28'15" W, a distance of 80.00 FT; Thence N 89°34'59" W, a distance of 153.00 FT, to the Point of Beginning (4); Thence S 0°25'01" W, a distance of 150.00 FT; Thence N 89°34'59" W, a distance of 134.00 FT; Thence S 55°32'02" W, a distance of 290.00 FT; Thence N 79°15'31" W, a distance of 71.61 FT; Thence N 12°35'59" E, a distance of 310.00 FT; Thence S 89°34'59" E, a distance of 376.93 FT, to the Point of Beginning.

Parcel contains 2.006 Acres more or less.

Commencing at the Northeast Corner of Section 7, Township 154 N, Range 82 W; Thence S 0°28'15" W, a distance of 80.00 FT; Thence N 89°34'59" W, a distance of 529.93 FT; Thence N 74°17'40" W, a distance of 114.75 FT, to the Point of Beginning (5);

Thence S 30°52'12" W, a distance of 50.16 FT; Thence N 69°14'51" E, a distance of 81.89 FT; Thence N 74°33'48" W, a distance of 52.74 FT, to the Point of Beginning.

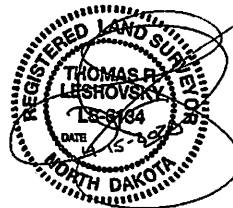
Parcel contains 0.029 Acres more or less.

Commencing at the Northeast Corner of Section 7, Township 154 N, Range 82 W; Thence S 0°28'15" W, a distance of 80.00 FT; Thence N 89°34'59" W, a distance of 529.93 FT; Thence N 74°17'40" W, a distance of 114.75 FT; Thence S 30°52'12" W, a distance of 50.16 FT; Thence N 67°48'14" W, a distance of 85.98 FT, to the Point of Beginning (6);

Thence N 30°52'12" E, a distance of 40.09 FT; Thence N 74°17'40" W, a distance of 87.18 FT; Thence S 47°31'17" E, a distance of 85.90 FT, to the Point of Beginning.

Parcel contains 0.039 Acres more or less.

Parcels contain 2.07 Acres more or less.



Parcel No. 2 (Fee Title Acquisition) Owner: Wes & Veronica Frisco

A tract of land lying in Outlot 12 lying in the SE $\frac{1}{4}$, Section 6, Township 154 N, Range 82 W, described as follows:

Beginning (2) at the Southeast Property Corner of Outlot 12; Thence N 89°48'34" W, a distance of 161.44 FT; Thence N 11°29'08" E, a distance of 31.62 FT; Thence S 78°30'52" E, a distance of 158.31 FT, to the Point of Beginning.

Parcel contains 0.06 Acres more or less.

Parcel No. 2A (Temporary Construction Easement)

All that portion of Outlot 12 lying in the SE $\frac{1}{4}$, Section 6, Township 154 N, Range 82 W, shown on the plat as the shaded area, described as follows:

Commencing at the Southeast Property Corner of Outlot 12; Thence N 89°48'34" W, a distance of 161.44 FT, to the Point of Beginning (7);

Thence N 47°31'17" W, a distance of 45.00 FT; Thence N 11°29'08" E, a distance of 8.45 FT; Thence S 78°30'52" E, a distance of 38.58 FT; Thence S 11°29'08" W, a distance of 31.62 FT, to the Point of Beginning.

Parcel contains 0.02 Acres more or less.

Parcel No. 3 (Fee Title Acquisition) Owner: Andrew & Kristi Mousel

A tract of land lying in Lot 15 of Block 2 Galusha Ranch Addition, described as follows:

Commencing at a Southerly Property Corner of Lot 15; Thence N 78°41'36" W, a distance of 21.68 FT, to the Point of Beginning (3);

Thence N 78°41'36" W, a distance of 90.21 FT; Thence N 30°52'12" E, a distance of 46.98 FT; Thence S 67°48'14" E, a distance of 85.98 FT; Thence S 30°52'12" W, a distance of 29.74 FT, to the Point of Beginning.

Parcel contains 0.07 Acres more or less.

Parcel No. 3A (Temporary Construction Easement)

All that portion of Lot 15 of Block 2 Galusha Ranch Addition, shown on the plat as the shaded area, described as follows:

Beginning (8) at a Southerly Property Corner of Lot 15; Thence N 78°41'36" W, a distance of 21.68 FT; Thence N 30°52'12" E, a distance of 29.74 FT; Thence S 40°46'35" E, a distance of 45.00 FT; Thence along a Curve to the Right, said Curve having a Delta Angle of 1°49'58", a Radius of 743.51 FT, and a Length of 23.78 FT, to the Point of Beginning.

Parcel contains 0.015 Acres more or less.

Commencing at a Southerly Property Corner of Lot 15; Thence N 78°41'36" W, a distance of 21.68 FT; Thence N 78°41'36" W, a distance of 90.21 FT, to the Point of Beginning (9);

Thence N 78°41'36" W, a distance of 80.59 FT; Thence N 76°37'28" E, a distance of 106.00 FT; Thence S 30°52'12" W, a distance of 46.98 FT, to the Point of Beginning.

Parcel contains 0.041 Acres more or less.

Parcels contain 0.06 Acres more or less.

Taxes and special assessments paid and transfer accepted this 29 day of April, 2020
Thomas P. Leshovsky
Ward County Auditor / Treasurer

Recorder's Office, Hard. NO. 04/28/2020 10:47:27 AM
I certify that this instrument was filed for record this date.
Sally R. Smith, County Recorder 3336419

[Handwritten signature]





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

DATE: October 23, 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. Robert & Penny Solar

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

247 Rice Lake Rd N, Douglas, ND 58735 (Carlson's Addition Lot 2 Rice Lake)

The applicant is requesting relief of side yard setback requirements on their property art Rice Lake. Ward County zoning applies. With the Township recommending approval.

Planning Commission recommends Approval of the Variance Application **with conditions** based on finding of facts.



Planning/Zoning Office

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

VARIANCE APPLICATION \$100

APPLICANT INFORMATION

Name: *Robert + Penny Solar*

Email Address:

Phone: *701-833-6867*

Current Address: *522 2nd St. SE*

City: *Minot*

State: *ND*

ZIP Code: *58701*

Legal description of subject property:

REASON* FOR VARIANCE

☐ Exceptional shallowness of parcel

☒ Oddly shaped parcel

☐ Exceptional topographical conditions

☐ Reasonable use of parcel is not possible

☐ Unique preexisting circumstances

☐ Other: _____

*Financial inconvenience is NOT an exceptional hardship, thus does not qualify as a reason for a variance.

DESCRIBE THE PROPOSED PROJECT

*Placement of modular Home on a lot at Rice Lake.
Requesting relief Sideyard Setback*

VARIANCE TO WHAT ORDINANCE

☒ Set back requirements

☐ Building height

☐ Square footage

☐ Parking

☐ Landscaping

☐ Other: _____

SIGNATURES

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

Signature of applicant:

Robert Solar

Date:

8/23/2023

OFFICIAL USE

Date Received by Staff:

Received by:

Paid: Yes No

Staff Check List:

- ☐ PHN to MDN
- ☐ PHN to Ntfn Area
- ☐ Comment Received Y____ N____
- ☐ Staff report written

PC Action:

CC Action:



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

Item #: 2

Planning Commission Staff Report

1st Reading Meeting Date: Sept. 21st, 2023

2nd Reading Meeting Date: Oct. 19th, 2023

Applicant: Robert & Penny Solar
522 2nd St. SE Minot, ND 58701
701.833.6867

Owner: Robert & Penny Solar

Current legal description: CARLSON'S ADDN LOT 2 RICE LAKE

Address: (if applicable) 247 RICE LAKE RD N

Township Rice Lake Township

Current Zoning: Ward County Rural

Zoning Ordinance Reference: Ward County Zoning Dist. 2

PROJECT DESCRIPTION:

The applicant is requesting a setback variance for side yard.

FINDINGS OF FACT:

1. Proposed home setback of 5 ft. side yard from property line
2. The land is currently residential and will be used for residential purposes.



PLANNING AND ZONING CONSIDERATIONS:

The applicant is proposing to place a manufactured home on the lot encroaching on the required 10% of lot width setback requirements.

HIGHWAY ENGINEERING CONSIDERATIONS:

Any variance and building permits should be on the condition that the land owner removes all debris, supplies, buildings, sheds, vehicles and equipment, from the ROW on the north side of the property. This should be done prior to any approved permit or building is completed. Also it should be noted what the required side yard setback would be and what the owner is asking for. Based on the drawing it looks reasonable but it would be helpful to see.

**TOWNSHIP RECOMMENDATION:**

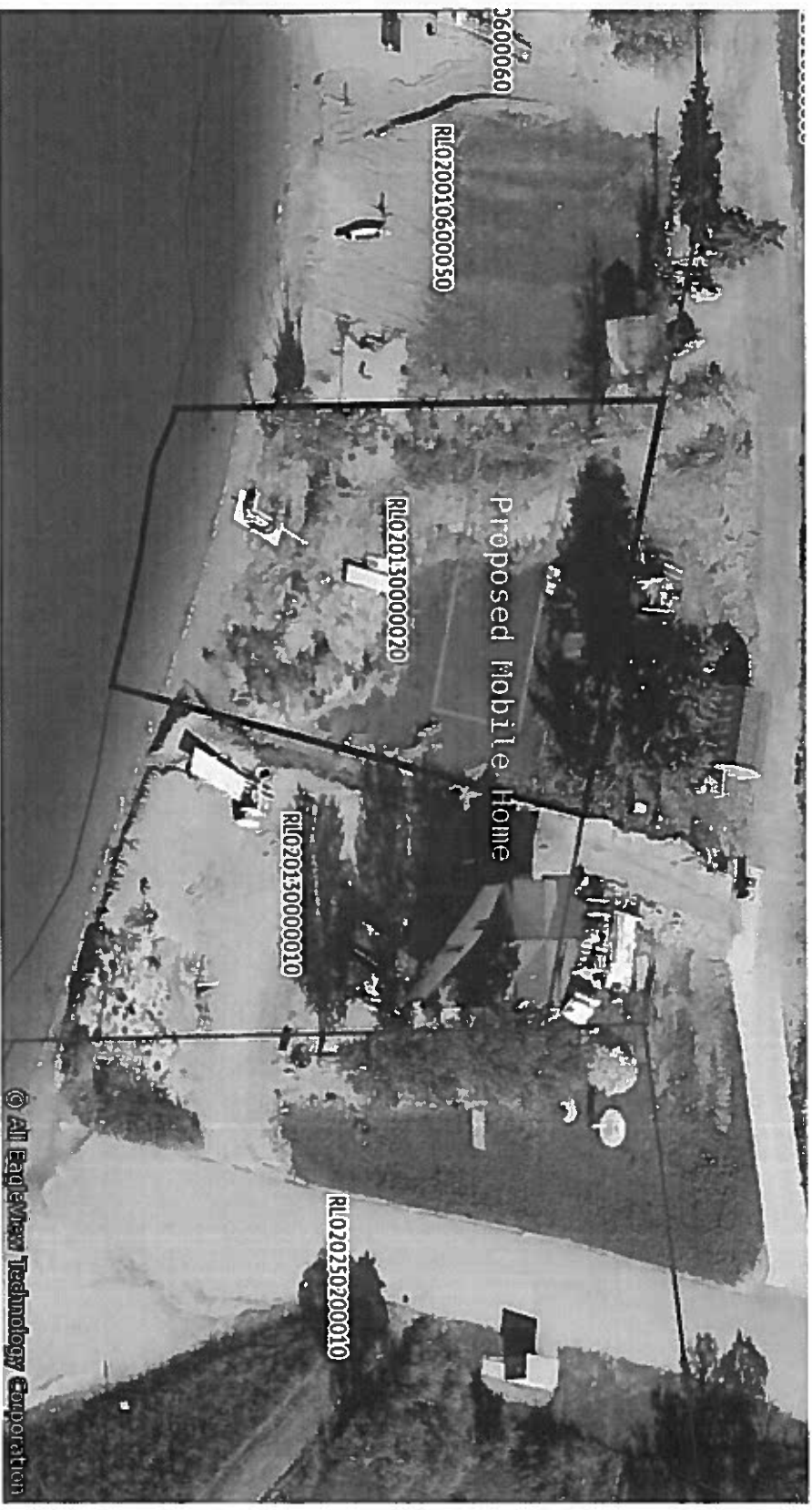
Based upon review Rice Lake Township has responded and the Rice Lake Township Board of Supervisors has recommended the plat be approved without comment or objection.

WATERBOARD RECOMMENDATION:

Based upon review and recommendation of the Water Resource Board Engineer, the variance application 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.
3. Development of properties adjacent to Rice Lake should meet Ward County minimum elevation guidelines to account for the natural overflow elevation of Rice Lake and for wave run-up.

RL020130000020



07/14/2020

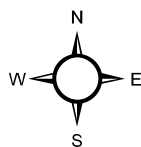
Length: 28.5 Feet

Length: 74.5 Feet

Length: 69.4 Feet

Length: 31.6 Feet





Robert & Penny Solar
Variance Application
2-152-85
Rice Lake Township



Ward County Parcels

0 145 290 580
Feet

Robert & Penny Solar

Property and debris to be removed from the FOW and Ward County Property

Imagery from 2020



Imagery from 2021







American Rescue Plan Project Application

PROJECT NAME:			DATE SUBMITTED:		
Non-Lethal WRAP device			10/26/2023		
APPLICANT:			SUBMITTED BY:		
Ward County Sheriff's Department			Larry Hubbard		
ADDRESS:			PHONE NUMBER:		
204 Front ST SE			7018576500		
CITY:	STATE:	ZIP:	TIN/DUNS NUMBER:		
Minot	ND	58701			

Applicant must be a Government Entity or Non-Profit Organization located within Ward County, ND

PROJECT PURPOSE

To provide a non-lethal option to deescalate incidents and take subjects into custody with minimal issues and or injuries to all involved. This device would be used on subjects in crisis prior to using a Taser.

Exhibit A has the categories eligible for potential projects, please indicate your proposed category (i.e. 2.3):

GOALS & BENEFITS TO WARD COUNTY

Would allow subjects to be taken into custody with minimal issues and injuries to subjects and Deputies.

BUDGET

OTHER FUNDING SOURCES

TOTAL

PENDING:

Discount provided in the recent quote for a project total of \$13,720.81 after the discount

OBLIGATED:

REQUESTED IN THIS GRANT APPLICATION:

DESCRIPTION	COST	QUANTITY	TOTAL
WRAP Technologies-BoloWrap	\$ 1,299.99	9.00	\$ 11,699.91
Training and Field use cassettes	\$ 38.99	54.00	\$ 2,105.46
Holster	\$ 69.95	9.00	\$ 629.55
Training-Train the Trainer	\$ 389.00	1.00	\$ 389.00
Shipping	\$ 90.00	1.00	\$ 90.00
			\$ 0.00
			\$ 0.00
TOTAL			\$ 14,913.92

TIMELINE

Internal applications must be submitted by April 1, 2022 and all other applications must be submitted by May 1, 2022.

If projects are awarded, applicant must award project no later than December 31, 2023 and fully complete project by December 31, 2025.

ADDITIONAL INFORMATION

If an applicant is submitting more than one application, please rank your applications in order of priority with 1 being highest priority.

Number of applications being submitted: 1 Ranking of this application: 1

Applications should be submitted via email to: arpa@wardnd.com

The applicant is willing to enter into an Agreement with Ward County in relation to the project noted above. If applicant is awarded a project, all funds will be on a reimbursement style payment.

Signature: Larry Hubbard, Chief Deputy

Date: 10/25/2023

By typing your first and last name in the signature box, we'll use this as your digital signature.

EXHIBIT A

1 Replace Lost Public Sector Revenue **(for Ward County Department Applications Only)**

- 1.1 Includes construction of roads and other infrastructure
- 1.2 Provision of public safety and other services
- 1.3 Health and educational services
- 1.4 General government administration, staff, and administrative facilities
- 1.5 Environmental remediation
- 1.6 Provision of police, fire, and other public safety services
including purchase of fire trucks and police vehicles

2 Respond to the far-reaching public health and negative economic impacts of the pandemic

- 2.1 Capital expenditures that support an eligible COVID-19 public health or economic response.
i.e. recipients may build certain affordable housing, childcare facilities, schools, hospitals.
- 2.2 Making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities
- 2.3 COVID-19 mitigation and prevention
- 2.4 Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic
- 2.5 Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services
- 2.6 Preventing and responding to violence
- 2.7 Capital expenditures that respond to the public health and negative economic impacts of the pandemic

3 Invest in water, sewer, and broadband infrastructure

- 3.1 Construction of publicly owned treatment works
- 3.2 Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- 3.3 Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- 3.4 Management and treatment of stormwater or subsurface drainage water
- 3.5 Water conservation, efficiency, or reuse measures
- 3.6 Development and implementation of a conservation and management plan under the CWA
- 3.7 Watershed projects meeting the criteria set forth in the CWA
- 3.8 Energy consumption reduction for publicly owned treatment works
- 3.9 Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- 3.10 Security of publicly owned treatment works
- 3.11 Treasury encourages recipients to review the EPA handbook for the CWSRF for a full list of eligibilities
- 3.12 Facilities to improve drinking water quality
- 3.13 Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements

EXHIBIT A

- 3.14 New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- 3.15 Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- 3.16 Storage of drinking water, such as to prevent contaminants or equalize water demands
- 3.17 Purchase of water systems and interconnection of systems
- 3.18 New community water systems
- 3.19 Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- 3.20 Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- 3.21 Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- 3.22 High-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program

Wrap Technologies, Inc.
1817 West 4th Street
Tempe, AZ 85281
United States
800-583-2652



Bill To
Ward County Sheriffs Department (ND)
Captain Jason Kraft
(701) 857-6500
jason.kraft@wardnd.com
315 3rd ST SE
Minot, North Dakota 58701

Quote

2023-11032Q

Lead Time	1-2 Week
Valid Till	Nov 30, 2023
Sales Person	Hunter Figueroa
Wrap Contact	hfigueroa@wrap.com
Amount	\$ 13,720.81
Payment Terms	Net 30
FOB	Origin

Ship To
Ward County Sheriffs Department (ND)
Captain Jason Kraft
(701) 857-6500
jason.kraft@wardnd.com
315 3rd ST SE
Minot, North Dakota 58701
United States

Product Details	Product Code	Unit Price	Quantity	Total
BolaWrap 150 - Yellow	15021	\$ 1,299.99	9	\$ 11,699.91
BolaWrap 150 Cassette	15030	\$ 38.99	54	\$ 2,105.46
6 Per Box 2 - Training 4 - Field Use				
BolaWrap 150 Blackhawk Retention Holster - Belt Attachment	15050	\$ 69.95	9	\$ 629.55
Training	80000	\$ 389.00	1	\$ 389.00
Train the Trainer				
Shipping	Shipping	\$ 90.00	1	\$ 90.00

Sub Total \$ 14,913.92

Service Tax \$ 0.00

Paid Amount \$ 0.00

Grand Total \$ 13,720.81

Authorization Signature

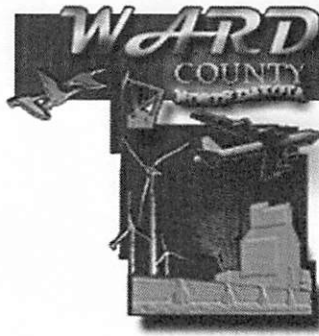
Date of Signature: _____

Thank you for your interest in Wrap Technologies products.

Terms and Conditions

Tax Exempt Certificate if applicable required prior to shipment. If not provided tax will be applied to the invoice.

Client shall furnish to Wrap, upon the latter's request, written evidence from such governmental authorities of all such licenses, permits, clearances, authorizations,

**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: 11/7/2023

TO: Ward County Commissioners

FROM: Noreen Wilkie, Director of Tax Equalization

RE: Tax Roll Adjustments & Items for Consideration and Action on November 7, 2023

1. Exempt Entity bought the Property 8/18/23, value prorated:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Souris River Joint Water Resource Board	HA210240000230 Tierrecita Vallejo 1 st S/D Lot 23	710 37 th St SW Minot, ND 58701	2023	\$165,000	\$104,000	\$7,425	\$4,680

2. Souris River sold the Property no longer exempt, prorated the value 135 days:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
William & Karen Crocker	HA210240000110 Tierrecita Vallejo 1 st S/D Lot 11	501 36 th ST SW Minot, ND 58701	2023	\$197,000	\$73,000	\$8,865	\$3,285

3. Property Owner qualifies for Farm Residence Exemption:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Rovig, Chad	TO12005U010000 N2SE S12-154-86	5910 240 th ST SW Des Lacs, ND 58733	2023	\$170,000	\$36,000	\$7,830	\$1,800

4. MH Removed without a moving permit:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Sanft, Angela	AF5100835 Country Acres Lot 10	928 36 th ST SE Minot, ND 58701	2023	\$2,000	\$0.00	\$90	\$0.00
Calip, Brandon	MI5104450 Jefferson MHP Lot A19	3100 11 th Ave SE Lot A19 Minot, ND 58701	2021	\$8,000	\$0.00	\$360	\$0.00
Olson, Chantal	NE5100712 Holiday Park Lot C10	5100 Hwy 2 E Lot C10 Minot, ND 58701	2023	\$2,000	\$0.00	\$90	\$0.00
Cortes, Sebastian	MI5102813 Jefferson Park Lot D12	3100 11 th Ave SE Lot D12 Minot, ND 58701	2023	\$2,000	\$0.00	\$90	\$0.00
Hansen, Karen	MI5103723 Jefferson Park Lot B48	3100 11 th Ave SE Lot B48 Minot, ND 58701	2023	\$3,000	\$0.00	\$135	\$0.00

5. MH added to tax role was owned by a Tax Exempt Entity, value prorated:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Jacobs, Haile	MI5105002 Edgeview MHP Lot 53	1500 18 th ST SW Lot 53 Minot, ND 58701	2023	\$0.00	\$10,000	\$0.00	\$450
Stave, Travis	MI5105866 Woodridge MHP Lot 435	406 31 st Ave SE Lot 435 Minot, ND 58701	2023	\$0.00	\$13,000	\$0.00	\$585

6. Property Owner qualifies for NDCC 57-02-08, HB 1439 was approved at the 68th Legislative Session. HB 1439 is retroactive to include tax years 2021 & 2022:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
First Assembly of God	MI30E530000010 Hacienda Hills 10 th Addn. Lot 1	1600 – 1800 Block of 13 th St SE Minot, ND 58701	2023	\$1,497,000	\$0.00	\$74,850	\$0.00
First Assembly of God	MI30E530000010 Hacienda Hills 10 th Addn. Lot 1	1600 – 1800 Block of 13 th St SE Minot, ND 58701	2022	\$1,497,000	\$0.00	\$74,850	\$0.00
First Assembly of God	MI30E530000010 Hacienda Hills 10 th Addn. Lot 1	1600 – 1800 Block of 13 th St SE Minot, ND 58701	2021	\$1,497,000	\$0.00	\$74,850	\$0.00

7. Property needs reduction to reflect Market Value:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Logelin, Marilyn	MI241450000411 Heckers 1 st Addn. N ½ Lot 41	808 Valley St Minot, ND 58701	2023	\$58,000	\$39,000	\$2,610	\$1,755
Dibra Investment Holdings LLC	MI251640100090 Walshs S/D Block 3 Home Acres Addn. S30' W56' Lot 6 & All Lot 9 Block 1	1715 S Broadway Minot, ND 58701	2023	\$621,000	\$550,000	\$31,050	\$27,500
Alexander, Dylan & Kaitlyn	MI191310000600 R/A of Green Valley Addn. Lot 60	15 Dell Way Minot, ND	2023	\$233,000	\$201,000	\$10,485	\$9,045
R & S Properties LLC	MI140850100090 Ehr's 5 th Addn. Lot 9 Block 1	1121 11 th St NW Minot, ND 58703	2023	\$217,000	\$185,000	\$10,850	\$9,250
Five Star Holdings LLC	MI225000400130 Westfield Addn. Lot 13 Block 4	2101 2 nd Ave SW Minot, ND 58701	2023	\$259,000	\$239,000	\$12,950	\$11,950
Mortenson, Kevin	MI232120400050 Lee & Jacobsons 1 st Addn. Lot 5 Block 4	205 5 th ST NW Minot, ND 58703	2023	\$183,000	\$100,000	\$8,235	\$4,500

8. Property damaged by Fire June 2023, value prorated:

Property Owner	Description	Physical Address	Valuation Year	Old True & Full	New True & Full	Old Taxable Value	New Taxable Value
Hokenson, Ryan & Kristina	MI232810000161 Oak Park Addn. All Lot 15 & W ½ Lot 16	907 1 st Ave SW Minot, ND 58701	2023	\$279,000	\$167,000	\$12,555	\$7,515



Ward County Highway Department

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

Ward County Agenda Items November 7, 2023

A. Adjust Sales Price of Rice Lake Properties

I was contacted last week by our Realtor about adjusting the current prices for the lots for sale at Rice Lake. We have not received any offers for the property and our Realtor has recommended lowering the price by \$5,100 for each lot. Below is the table of proposed sales price for the five lots.



Property	Current Asking Price	Proposed Asking Price
Lot 1	83000	77900
Lot 2	78000	72900
Lot 3	78000	72900
Lot 4	79000	73900
Lot 5	77000	71900

I would need a motion to reduce the current price for lots 1-5 or Rice Lake Park, 3rd Additions by \$5,100 to the values recommended by the Realtor contracted by Ward County.

B. Snow Pusher for Loader

Attached is a copy of a quote for a 14-foot snow pusher for our loader. The unit would greatly speed up the snow removal process in our yard. We would not need to pay for the installation of the Balderson Quick Couplers since this is something our staff can install.



I would need a motion to approve the purchase of the Pro-Tech Industries SP14L snow pusher from RDO for the amount of \$7,300

C. Traffic Safety Contract – Vision Zero

Attached is a copy of the North Dakota Association of Counties (NDACo) Traffic Safety Contract for the Vision Zero program. The contract mirrors the contract the ND-DOT has with NDACo and since we are a sub recipient of the funds for the Vision Zero program, we need to sign the updated contract. Appendix A is the same contract we have signed in the past. The first five pages of the contract are new but are similar to other DOT contracts which require we meet Title VI and may require a Single Audit if the total federal fund received by the County exceed \$750,000, which Ward County has done before. The State's Attorney has reviewed the contract and did not have any concerns.

I would need a motion to approve the Vision Zero contract and authorize the chairman to sign.



Property	Current Asking Price	Proposed Asking Price
Lot 1	83000	77900
Lot 2	78000	72900
Lot 3	78000	72900
Lot 4	79000	73900
Lot 5	77000	71900



JOHN DEERE

Retail Purchase Order

RDO Equipment Co.
6320 Hwy 2 East
Minot ND, 58701

Phone: (701) 852-3962 - Fax: (701) 852-5306

Bill To:
WARD COUNTY HIGHWAY DEPT
PO BOX 5005
MINOT, ND, 587025005
WARD ()
(701) 857-6420

Purchase Order Date: 10/26/2023
Purchase Order #: 1711415
Purchaser Account #: 6420011

Customer Purchaser Type: Governmental - County
Customer Market Use: Other - Light Duty Main
Location of First Working Use: MINOT, ND, 587025005
Dealer Account Number: 170584
Sales Professional: Kent Jaeger
Phone: (701) 852-3962
Fax: (701) 852-5306
Email: KJaeger@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	60571 Z034703	0	New 2023 PRO-TECH INDUSTRIES SP14L	\$7,300.00
			Outside Parts and Labor JIMS WELDING INSTALLING 600/700 BALD3 COUPLER BLANKS	\$2,800.00
Equipment Subtotal:				\$10,100.00

Purchase Order Totals

Balance:	\$10,100.00
Total Taxable Amount:	\$0.00
ND STATE TAX:	\$0.00
ND COUNTY TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$10,100.00
Cash with Order:	\$0.00
Balance Due:	\$10,100.00

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

**North Dakota Association of Counties
TRAFFIC SAFETY CONTRACT**

Federal Award and Subrecipient Information

Subrecipient Name: Ward County
Subrecipient UEI No.: QC2KQ9QBSYD8
Applicant Agency: Ward County

NDACo Program Manager: Ryan Gellner
NDACo PM Telephone: 701-793-8716
NDACo PM Email: rgellner@ndaco.org

ALN No.: 20.600

ALN Title: State and Community Highway Safety

Federal Agency Telephone: 720-963-3100
Federal Agency Email: NHTSA.region8@dot.gov

Awarding Federal Agency: National Highway Traffic Safety Administration
Federal Agency Contact Information: Gina Espinosa-Salcedo

AWARD NAME: Vision Zero Outreach Program
FAIN No.: 69A37523300001640NDA

Federal Award Date: November 30, 2022
Total Federal Award Amount: \$2,891,141.25

Budget Start Date: October 1, 2023
Performance Start Date: October 1, 2023
Indirect Cost Rate: N/A

Budget End Date: September 30, 2024
Performance End Date: September 30, 2024
Research & Development Award: No

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDACo Program Manager.

This contract is between the North Dakota Association of Counties (NDACo), whose address is 1661 Capitol Way, Bismarck, North Dakota 58501, and Ward County, hereinafter referred to as the Contractor, whose address is 315 3rd St SE, Minot, ND 58701-3959.

In consideration of the mutual promises herein set forth, NDACo and the Contractor agree:

Section 1: The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

Section 2: The term of this contract shall begin October 1, 2023, and shall end September 30, 2024.

Section 3 - Reimbursement:

NDACo shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$124,950. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDACo within 45 days of the termination date of this contract.

Section 4: Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

Section 5: Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

Section 6: The Contractor agrees to cooperate with NDACo in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

Section 7: The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

Section 8: Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDACo at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

Section 9: The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDACo or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

Section 10: The Contractor must have a seat belt use policy, a drug and alcohol driving policy, a distracted driving/texting policy, and a payroll and compensation policy in place before requesting reimbursement for any work completed under this agreement. The NDACo program manager will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDACo withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

Section 11 - Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDACo may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDACo, under any of the following conditions:
 - i. NDACo funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no

longer eligible for the funding proposed for payments authorized by this contract.

- iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. NDACo, by written notice to the Contractor, may terminate the whole or any part of this agreement:

- i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
- ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDACo, fails to correct such failures within ten days or such longer period as NDACo may authorize.

Section 12: Contractor may not assign or otherwise transfer or delegate any right or duty without NDACo's express written consent, provided, however, that Contractor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom NDACo is prohibited from conducting business, NDACo shall have the right to terminate in accordance with the Termination for Cause section of this Contract.

Contractor may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor with whom Contractor contracts. Contractor does not have authority to contract for or incur obligations on behalf of NDACo.

Section 13: The Contractor agrees that NDACo, NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDACo. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

Section 14: Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the Contractor does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the Contractor
- allow the de minimis 10% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the Contractor seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

Section 15: The NDACo shall conduct risk assessments of their subawardees either before or after making the award to determine the appropriate level of monitoring. NDACo shall document its procedures for assessing risk and have them available upon NDDOT request.

Section 16: The NDACo shall conduct a risk assessment on the Contractor and the following specific conditions shall be met and/or maintained throughout this agreement.

1. Annual Compliance Review.
2. Submit Receipts/Invoices with each voucher submission.
3. Review audit reports and determine how material any audit findings are in the audit reports and where they pose an increased risk to subrecipients abilities to comply and carry out their Statements of Work.
4. Provide ongoing training and technical assistance on program related areas.

The NDACo reserves the right to increase the monitoring during the agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

Section 17: The Federal awarding agency or pass-through entity and Contractor will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the agreement when it determines that all application administrative actions and all required work have been completed and the agreement has reached its period of performance end date. The Contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement.

Section 18: Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.

Public records may include: (a) records NDACo receives from Contractor under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.

Contractor agrees to contact NDACo immediately upon receiving a request for information under the public records law and to comply with NDACo's instructions on how to respond to such request.

Section 19: No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest openly disclosed upon the public records of NDACo and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

Section 20: All work products, and copyrights of the contract which result from this contract are the exclusive property of NDACo, with an unlimited license for use by the federal government and its assignees without charge.

Section 21: The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

Section 22: All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

Section 23: The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 24: The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

Section 25: This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Section 26: The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

Contractor:

By: _____
Name & Title (Print or Type)

Signature

Date: _____

NDACo:

By: Aaron G. Birst, Executive Director

Signature

Date: _____

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$500,000 per person** and **\$2,000,000 per occurrence**. The minimum limits of liability required of the State are **\$500,000 per person** and **\$2,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

AGREEMENT FOR PARTICIPATION IN THE NORTH DAKOTA HIGHWAY SAFETY PLAN

**CONTRACT NO. 2023-51
PROJECT NO. PHSPCP2409-03-02**

BACKGROUND

The North Dakota Department of Transportation's (NDDOT) Highway Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Highway Safety Division receives and provides state and federal funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the Triennial Highway Safety Plan (3HSP).

SCOPE OF WORK

Problem Identification

The Highway Safety Division uses various data sets to identify highway safety problems and program development and implementation. The analysis of these data sets has identified six Priority Safety Emphasis Areas (PEA) being addressed through the North Dakota Vision Zero initiative. These six PEAs are the motivation for the Vision Zero Outreach Program and the development of a grassroots approach to addressing these highway safety problems.

- Lane Departure
- Intersections
- Alcohol and/or Drug-Related
- Unbelted Vehicle Occupants
- Speeding/Aggressive Driving
- Young Drivers

Project Description

Funds will be provided to **Ward County** (hereinafter referred to as the Contractor) to assist the NDACo in achieving the performance goals associated with the NDDOT's goal of moving toward zero deaths. The Contractor will provide a Vision Zero Outreach Coordinator (Coordinator) to work in the assigned multi-county region to perform a wide range of public information and outreach activities to support North Dakota's Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero.

Project Goals

Community outreach will be targeted through individual, group, and community activity through counties, employers, etc., to advance Vision Zero activity at the local level. Funds allocated to CTSP outreach projects will address priority and other areas of emphasis in the SHSP/Vision Zero Plan.

This contract will assist in achieving the following 3HSP plan goals to decrease the number of:

- People killed in motor vehicle crashes.
- Alcohol- and drug-related motor vehicle fatalities.
- Speed-related fatalities.
- Distracted driving-related fatalities.
- Unbelted fatalities through increased seat belt use by all North Dakota citizens and those traveling through North Dakota.

Project Objectives and Activities

Vision Zero Regional Coordinator Position

Network/Partnership Engagement

Objective 1: Establish and expand relationships with underserved/overrepresented communities/ populations to support the Vision Zero Strategic Plan implementation. Underserved/overrepresented populations include those with low socio-economic status, racial and ethnic minorities, or both who are overrepresented in motor vehicle crashes and underserved in terms of education and information and other services that could assist in eliminating motor vehicle serious injuries and fatalities.

- *Project Development and Implementation:* The coordinator will identify the underserved/overrepresented populations within their regions based on NDDOT data, establish a working relationship, and conduct two (2) meaningful public participation and engagement activities within their regions, with an emphasis on tribal populations where applicable.
- *Evaluation:* The coordinator will report on events held and provide feedback received from each community event. (NDDOT will provide a template for the report.)

Objective 2: Implement the strategies within the North Dakota Vision Zero Plan within their region. Identify and implement other strategies that will move the community to zero. Promote and advance Local Road Safety Plans for road safety projects within communities.

- *Project Development and Implementation:* The coordinator will research various data resources for their region to identify priority safety emphasis areas that are leading factors in traffic fatalities and serious injuries. The data will be used to determine projects, programs, and partners that can be developed to address those emphasis areas.
- *Evaluation:* Report on the type of projects implemented, the partners included, and the results of the project.

Objective 3: Expand community engagement and the partnership network by hosting or participating in regional/local partnership meetings. Encourage new partners to formalize their partnership through registration with the Vision Zero Partner Network.

- *Project Development and Implementation:* The coordinator will identify potential partners within their region, develop a working relationship, and promote the Vision Zero Initiative and participation in the Vision Zero Partner Network. Establish and support formal ongoing communication with individuals and organizations within their region who have registered for the Vision Zero Partner Network.
- *Evaluation:* Maintain a list of individuals and organizations contacted and report on the success of engagement.

Objective 4: Build partner support for selected Vision Zero Strategic Plan (VZSP) legislative and policy priority safety.

- *Project Development and Implementation:* Participate in the Priority Emphasis Team meetings and actively support policy priority safety strategies through personal contacts, presentations, media events, social media, and other outreach. Coordinate with the VZ Program Manager on activities to conduct.
- *Evaluation:* Identify the number of PEA team meetings attended, the tasks conducted to support priority strategies, and the number of contacts made.

Outreach Initiatives

Objective 1: Conduct outreach events aligning with each region's Priority Emphasis Areas.

- *Project Development and Implementation:* The coordinator will assess their region and identify the prior emphasis areas that are primary factors in traffic crash fatalities and serious injuries and conduct the following activities as they apply:
 - Employ a minimum of ten (10) times per year resources such as rollover simulator, seat belt

convincer, fatal vision goggles, Simulated Impaired Driving Experience (SIDNE), and Buckle Up Phone Down materials at local events to bolster community engagement and awareness of Vision Zero safety priorities.

- Conduct at least one (1) Vision Zero School event or continue collaboration with an existing Vision Zero School(s) annually and work with the school to meet the program's requirements. Collaboration could include a Vision Zero Day, Buckle Up Phone Down engagement, and other events relevant for the school.
- Conduct a minimum of five (5) innovative prevention programs such as Impact Teen Drivers, Buckle Up with Bucky, or other youth-based, or Vision Zero PowerPoint presentations annually in the region.
- Facilitate a minimum of one (1) training program annually focusing on motor vehicle crash prevention strategies, including Vision Zero PowerPoint presentations.
- Work with state and regional partners to hold two (2) local media events annually.
- Develop and staff public Vision Zero displays for regional events and/or meetings.
- Promote the Vision Zero Awards programs to coalition and partner network members and annually submits a minimum of one nomination from the region.
- Attend a minimum of four (4) county or city commission meetings annually within the region.
- Assist the state in soliciting sponsorship funds to acquire incentive items and other resources in support of state and regional Vision Zero activities, as needed or requested.
- Introduce and help build Buckle Up Phone Down campaign within the region.
- *Evaluation:* The coordinator shall provide a monthly written report to the VZ Program Manager detailing the outreach activities conducted and ensure that minimum requirements are being met.

Data Acquisition and Utilization

Objective 1: Use crash and ancillary data sources to understand severe crash trends, disparities, locations, and causal factors within the region to identify priority counties and engage communities in Vision Zero.

- *Project Development and Implementation:*
 - Conduct crash data and other relevant data analysis to identify who is crashing, where they are crashing, and use this information to develop and implement a regional action plan to supplement the SHSP.
 - Update crash data analysis on an on-going basis to monitor change and progress in achieving regional action plan goals.
 - Incorporate local crash data into presentations, media events, and partner meetings and/or discussions.
- *Evaluation:* Identify the data sources used when conducting an analysis and show the linkage between data analysis and strategies, projects, or programs being implemented.

Professionalism and Development

Objective 1: Create Vision Zero brand awareness and the Vision Zero Coordinator position.

- *Project Development and Implementation:*
 - Provide professional and timely response to stakeholder requests for information via email, telephone, videoconference, and/or face-to-face interaction.
 - Deliver high-quality presentations, community forums, media events, and other traffic safety activities.
 - Express ideas and information in written and oral form that is complete, clear, concise, organized, and audience appropriate.
 - Continually evaluate ways to improve program and work practices, including minimizing the complexity of processes whenever possible.
 - Proactively share his/her knowledge, skills, and expertise with other Vision Zero Outreach Coordinators and partners.
- *Evaluation:* VZ program manager will assess these items and identify success or improvement in the annual performance review.

Objective 2: Continued training and education.

- *Project Development and Implementation:*
 - Attend the annual North Dakota Vision Zero Partner Summit to bolster his/her knowledge of current traffic safety best practices and the status of Vision Zero Plan implementation.
 - Expand knowledge and understanding of traffic safety by annually participating in a minimum of one (1) training program provided by a national traffic safety organization and/or through attendance at a national conference or workshop.
 - Regularly monitor the Governors Highway Safety Association and other professional traffic safety organization websites for new traffic safety reports and leverage at least one report annually to implement new strategies and initiatives in the region.
 - Keep the supervisor informed about sensitive or controversial issues and/or problems and offer well-developed recommendations and/or solutions.
- *Evaluation:* Report the number of trainings attended in the monthly activity report.

**REPORTING REQUIREMENTS, AUDIT REPORTING, OTHER REQUIREMENTS,
GRANTOR RESPONSIBILITIES, AND REIMBURSEMENT**

Reporting Requirements

Vouchers and written progress reports must be provided monthly to the NDACo Program Manager and received within 30 days of the last month in which expenditures occurred. ***However, at the close of the state fiscal year, June 30, reports and vouchers must be submitted no later than July 11 for any services that took place on or before June 30. Vouchers received after July 11 may not be reimbursed.***

The progress reports should summarize the activities of the billing period and must be received before reimbursement can be made. An itemized list of expenditures, summarized to reflect line-item costs listed on the reimbursement, will be attached.

A final voucher and written evaluation for each project will be submitted to the NDACo Program Manager no later than November 8, 2024. This report should include any relevant data and final narrative review of the projects and may also include recommendations for future enhancements. ***Vouchers received after November 8, 2024, will not be reimbursed.***

The NDACo will provide a voucher format.

Audit Reporting

A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F. A financial audit is sufficient if the non-federal entity expends less than \$750,000.

Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDACo at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT/NDACo shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification form.
- All entities must provide a schedule of federal expenditures.

Other Requirements

The Contractor will:

- Incur all expenses in advance of requesting reimbursement through NDACo. Federal funds for this contract from the NHTSA are available on a reimbursement basis only.
- The Contractor will provide administrative staff and accounting support for monthly report preparation, billing, contract payments, etc.
- Assist the NDACo to select Vision Zero Coordinators that meet the qualifications specified in the approved job description and job posting.
- Maintain financial records and retain supporting documentation at the local level according to audit guidelines.
- Provide record-keeping as required by state and federal guidelines.
- Track and report monthly in-kind match for Vision Zero Coordinator program activity.
- Participate in additional program activities that may be required based on direction from the Highway Safety Division, NDDOT.

GRANTOR RESPONSIBILITIES

This scope of work will be monitored by the NDACo Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances and operations. This will include written notification of issues and/or concerns if identified and appropriate corrective action(s).

REIMBURSEMENT

This contract will reimburse allowable expenses up to the project's total budget for costs incurred through completion of the scope of work and/or in the direction of the Program Manager. The salary and benefits of the Vision Zero Coordinator will be reimbursed based on pay stubs. All other items will be reimbursed at actual cost.

The NDACo reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

The Contractor must stay within the budget amounts provided below. However, if moving funds within the budget is necessary, the Contractor may submit a written request to the Program Manager. The request must justify how the revised budget is needed to complete the scope of work ***before any work is done exceeding the allocated amounts***. The Program Manager will review the request promptly and will approve or deny the request.

BUDGET**VISION ZERO OUTREACH COORDINATOR****PROJECT NO. PHSPCP2409-03-02, ALN 20.600****DIRECT COSTS**

Contractual (salary, 12 months)	\$ 68,450
Benefits	\$ 42,000
Travel & Training	\$ 10,000
Supplies	\$ 2,500
Misc.	\$ 1,000
Cell Phone	\$ 1,000

PROJECT TOTAL	<u>\$124,950</u>
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Participation

Federal	100%	\$124,950
State	-	
Local	-	

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: North Dakota

Fiscal Year: 2024

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), [78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (*23 U.S.C. 324 et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) *et seq.*), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37 and 38](#);
- [*Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*](#) (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [*Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency*](#) (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [*Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government*](#) (advancing equity across the Federal Government); and
- [*Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation*](#) (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) ^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS—PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

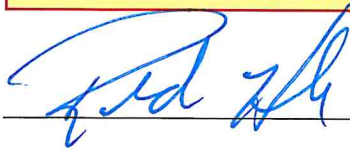
SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under [23 U.S.C. 402](#) is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. ([23 U.S.C. 402\(b\)\(1\)\(A\)](#))
3. At least 40 percent of all Federal funds apportioned to this State under [23 U.S.C. 402](#) for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs ([23 U.S.C. 402\(b\)\(1\)\(C\)](#)) or 95 percent by and on behalf of Indian tribes ([23 U.S.C. 402\(h\)\(2\)](#)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. ([23 U.S.C. 402\(b\)\(1\)\(D\)](#))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. ([23 U.S.C. 402\(b\)\(1\)\(E\)](#))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
 8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Click here to validate form fields and permit signature



Signature Governor's Representative for Highway Safety

7/31/2023

Date

Ron Henke

Printed name of Governor's Representative for Highway Safety



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: November 7, 2023
Re: Human Resource's Agenda Items for November 7, 2023 Commission Meeting

Human Resources Office's Agenda items for the November 7, 2023 Commission Meeting are as follows:

1. Pay Amendments

Pay Amendments 11.7.23**New Hires/Rehires**

Name	Dept	Title	FT/PT	Pay	Start Date
Michael Struckmeyer	Jail	Correctional Officer	FT/PT	\$23.25	11.13.23

Dept Change/Promotion

Name	Dept	Title	FT/PT	Pay	Start Date
Charles Hurteau	EM	Asst Director EM	FT	\$27.07	11.1.23
Daniel Eslinger	Highway	Equipment Operator II	FT	\$26.13	11.1.23
Seth Eslinger	Highway	Equipment Operator II	FT	\$26.13	11.1.23
William Osborn	Highway	Equipment Operator II	FT	\$26.13	11.1.23
Todd Ness	Auditor	Accounting Tech II	FT	\$24.62	11.1.23

Terminations

Douglas Diedrichsen	Tax	Planning & Zoning	FT		11.3.23
Michelle Johnson	State's Attorney	Legal Case Clerk	FT		11.10.23
Robert Gasmann	Highway	Equipment Operator	FT		11.27.23
Bob Swartout	Highway	Equipment Operator	FT		12.15.23
Christopher Nelson	State's Attorney	Assistant State's Attorney II	FT		12.18.23

Featured Job Opportunities

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 5:00 PM | Open Until Filled

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](#)

[Apply Online](#)

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](#)

Legal Case Clerk

Posted October 31, 2023 10:30 AM | Closes November 14, 2023 4:30 PM

The Ward County Human Resources Department is accepting applications for the position of a Legal Case Clerk available in the Ward County State's Attorney's office. ... [Full Description](#)

Library Assistant

Posted October 17, 2023 2:00 PM | Closes November 7, 2023 4:30 PM

GENERAL DESCRIPTION OF POSITION: Assists with the day-to-day operation of the branch including circulation, reference, material selection and processing, special... [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](#)

Planning & Zoning Administrator w/underfill of County Planner

Posted October 20, 2023 8:25 AM | Closes November 1, 2023 11:59 AM

1. GENERAL DESCRIPTION OF POSITION: The County Planning/Zoning Administrator promotes sound growth and planning policies by preparing, implementing, and... [Full Description](#)

QUARTERLY NARRATIVE REPORT

NDSU

EXTENSION WARD COUNTY



HOLLY ARNOLD, Parent Family Educator
Holly.Arnold@ndsu.edu



MYRA BADGER, Family & Community Wellness
Myra.Badger@ndsu.edu



PAIGE BRUMMUND, Ag & Natural Resources
Paige.F.Brummund@ndsu.edu



EMILY BURKETT, 4-H & Youth Development
Emily.Burkett@ndsu.edu



EMILY HOW, Horticulture
Emily.How@ndsu.edu



TRISHA JESSEN, Family Nutrition
Trisha.Jessen@ndsu.edu



NICOLE KAYLOR, Administrative Assistant
Nicole.Kaylor@ndsu.edu



LAURA MORELLI, Administrative Assistant
Laura.Morelli@ndsu.edu



SHIRRELL OTT, Administrative Assistant
Shirrell.Ott@ndsu.edu

County commissions, North Dakota State University and U.S. Department of Agriculture cooperating. NDSU does not discriminate in its programs and activities on the basis of age, color, gender expression/identity, genetic information, marital status, national origin, participation in lawful off-campus activity, physical or mental disability, pregnancy, public assistance status, race, religion, sex, sexual orientation, spousal relationship to current employee, or veteran status, as applicable. Direct inquiries to Vice Provost, Title IX/ADA Coordinator, Old Main 201, (701) 231-7708, ndsu.eaaa@ndsu.edu.

Welcome Myra Badger

Myra Badger joins NDSU Extension Ward County as the Family and Community Wellness Extension Agent.

Myra comes to us from Alabama, where she was raised on a commercial poultry and cattle farm. She enjoys animals, the outdoors, beekeeping, growing flowers and plants, and spending time with family.

Her background includes nearly 14 years of administrative and 4-H experience with Auburn University Extension in Alabama. She holds degrees in Communications, Sociology and Organizational Leadership as well as a Masters of Education in Instructional Technology.

Myra states, "I am excited to not only to begin working with NDSU Extension, but to learn more about the community here in Minot. My family and I moved to the area in June of this year and quickly found North Dakota to be a welcoming place of hardworking, creative, and caring people. I look forward to working with such a great community as well as becoming part of it."

Walk Minot – Spring/Summer 2023

Walk Minot highlights different paths in the Minot area from early May through July. This quarter Minot Area Team Wellness member, **Trisha Jessen** led two (of 11) Wednesday walks. Minot Mayor Tom Ross spoke and led the walk at the new Family Recreation Center. Kristina Hokenson led the



final walk at Roosevelt Park and had the group exercise with light yoga. Many participants attended multiple weekly walks and for each walk their name went into a final drawing for door prizes.



Minot Area
Team Wellness

Moving More, Eating Smarter



Food Pantry Visits

Trisha provided nutrition and basic cooking education to adults at several locations in the Minot area including food pantries. Before the busy school year began, she visited the Lord's Cupboard Food Pantry and discussed how to pack healthy lunches for both work and

school. Adults were given a booklet that covers a description and location of programs in the Minot area to help feed their families.

NDSU NCREC Field Day

Holly Arnold and **Emily Burkett** shared an educational booth at the North Central Research Extension Center (NCREC) Field Day.

Holly shared information about parenting and child development.



Yard Visits

As the summer months progressed, **Emily How** had several yard visits around Ward County to look at tree and grass problems. One of the most common problems seen on these visits was disease and weed issues in relation to previous drought seasons. This was a great opportunity to inform homeowners about the impacts of drought and how to better manage these problems at their homes.

Gardening 101: Fall Plantings

Gardening 101 is a hands-on gardening series which aims to teach basic gardening skills and techniques. In September, **Emily H.** held the last session which covered garlic and other fall garden plantings, harvesting, and storage. Claire Sue Price, formally of Dakota Garden Herbs, spoke on how to plant garlic, storage, and other tips and tricks. This series was a success and **Emily H.** is looking to continue next year with different topics. She is also hoping to open up the class to include more opportunities for community members to attend.

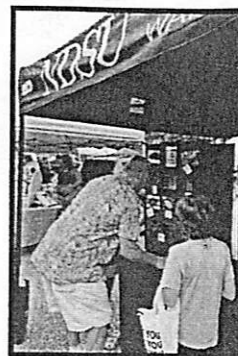
Ag Literacy Programming

Paige Brummund provided agriculture education programs designed for a variety of audiences not familiar with agriculture production.

She presented programs on soil health, agriculture careers, economic impacts of agriculture, purchasing farm direct products, and farm safety.

Farmer's Markets

Emily H. hosted a booth at the Minot Farmer's Market and the North Prairie Farmer's Market. The booth offered a fun activity for visitors as well as seasonal horticulture information. **Emily H.** also provided advice to visitors with questions or problems with their lawns, gardens, or trees.



Overall, **Emily H.** was able to visit with over 300 people about different issues and form connections with members of the community. One of her favorite moments was when someone stopped by her booth at the Minot Farmers Market wanting to know what activity had been brought with that day. She also enjoyed seeing youth at the farmers market who took part in the *Junior Master Gardener* program.



Emily H. and **Trisha** partnered for two of the North Prairie Farmer's Markets in Oak Park to focus on good nutrition using garden produce. Easy, nutritious recipes and food samples were given out. **Trisha** made a fresh salsa with whole wheat chips on the first visit and refrigerator pickles at the next.

Emily H. also partnered with **Emily B.** to bring 4-H Youth Development information to the North Prairie Farmer's Market.



Dinner on the Prairie

Paige collaborated with the Minot Area Chamber of Commerce Agribusiness committee to host *Dinner on the Prairie*. This event invites urban stakeholders and decision-makers to spend an evening in the field visiting with local growers on how they raise crops and livestock in North Dakota.

Paige held an agriculture spokesperson training event prior to the *Dinner on the Prairie* and worked with area producers to share their agriculture stories.

Design Your Succession Plan (DYSP) training

Paige also conducted a statewide training for Extension staff to become certified to teach the DYSP curriculum. DYSP workshops assist farm and ranch families get started on their succession plan and shape the future ownership of their business.

Disaster Education

Paige serves on the statewide Extension Team to plan and prepare for disasters. **Paige** provided assistance on drought, flooding, highly pathogenic avian influenza (HPAI), and other local and statewide disaster issues.

Paige participated in the national Extension Disaster Education Network conference to share the programming and Extension response to recent droughts and HPAI disasters from a county agent perspective.

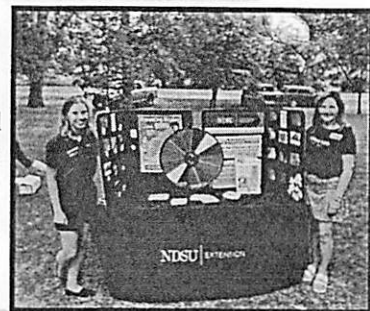
Drought Conditions



Paige also supported producers in navigating Ward County's eight-week long drought, which impacted water quality, livestock health, feed quality, and rangeland and animal health.

National Night Out

Holly and **Emily H.** participated in National Night Out and provided information to the 126 people who visited the booth.



Gardening with Kids: Growing Relationships



Holly taught this enjoyable outdoor activity for parents/caregivers and their children with **Emily H.** While the children worked on the miniature teacup gardens, adults were able to engage with one another during a parenting education lesson.
(1 sessions/3 adult participants/8 kids)

Field Visits, Tours, and Crop Surveys

Paige performed agriculture field visits, and collected samples for Extension research and surveys. Surveys included forage and water sampling, the National Sunflower Survey, the Wheat Midge Survey, the Soybean Cyst Nematode Program, Pulse Crop Survey, Soybean Survey, Weed Resistance sampling, and yield surveys. **Paige** worked with area crop and livestock producers to collect the samples and once the results of the samples were analyzed she provided education on the topics.

North Dakota State Fair



Paige serves on the North Dakota 4-H Foundation board, which partnered with NDSU Extension to host the second annual ND Leaders 4-H Showmanship Contest.

This contest pairs 4-H youth from Ward

County and across North Dakota with statewide and local community leaders. The youth spent the afternoon teaching the leaders about their livestock projects and how to show the animals. At the end of the day, a public showmanship contest is held.

Paige also assisted with horse shows and livestock events. **Emily B.** assisted the goat and horse show superintendents.



Holly organized the NDSU Extension booth for the NDSF Family Day. NDSU Extension staff from other counties helped with the 4-H STEM activity. 177 people took part in the hands-on activity to design a new NDSF ride.

Parent and Family Resource Center Programming

Parent and Family Resource Center programming for this quarter reached 245 adults and 107 youth. ~All numbers are unduplicated-each participant counted once.

Holly also provided an interview to KXMC and KMOT about parent education and how NDSU Extension, in general provides crucial programs and services to its constituents.

4-H Ambassadors

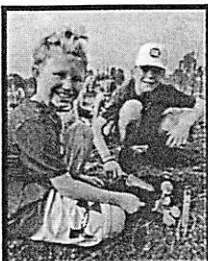
Emily B. planned and chaperoned the Ward County 4-H Ambassadors mystery trip to Madison, WI. The group toured the University of Wisconsin (UW). While on campus, they made cheese in a lab, ate at the residence hall, toured the meat facility, and tried Babcock ice cream. They also toured the UW sheep and dairy units. Many miles driven with many more memories made on this trip!



4-H Honors Event

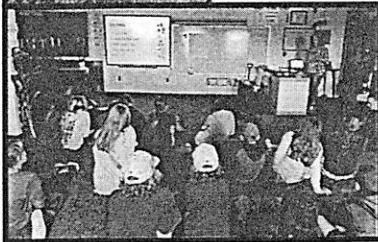
On September 24th, the 4-H Honors Event was held to celebrate the '22-'23 accomplishments of 4-H members, club leaders, and volunteers. (127 people attended)

Junior Master Gardener



Emily H. finished up the *Junior Master Gardener* program this quarter. Overall, the program was a success, with the youth learning about local foods, nutrition, and how to garden,

A special thank you to Paul Lepp of Beagle Hill Organic Farm and Ann Olson of Strengthen ND and Hilltop Farm. These individuals presented at Washington Elementary about the various types of produce that can be grown



and the value of local foods within a community.

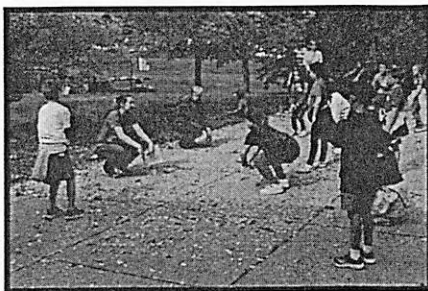
Any remaining produce harvested from this garden was donated to support local food banks in the community.

Kids Agriculture Experience Day

Kids Agriculture Experience Day was held in September at the North Central Research Extension Center (NCREC). The goal of this event is to promote agriculture and the opportunities available at the NCREC.

Over 300 youth (Kindergarten through third grade) from Berthold, Bob Callies (Garrison), Kenmare, North Shore-Plaza, Sawyer, South Prairie (Minot), Stanley, TGU (Granville), and Underwood attended. Each group toured six of the 12 sessions offered.

Ward County Extension agents, **Emily H.** and **Myra** assisted by teaching the water cycle using a fun action song.



Other topics included:

- ND crop food products
- Goats
- Farm safety
- Honey
- Animal fiber
- Careers in agriculture
- Baby animals
- Seeds
- Forage intake of a cow
- Parts of the horse and cow

Trades Camp

Trades Camp was hosted at the 4-H Camp in Washburn. During this multi-day camp, **Emily B.** and colleagues shared career opportunities with 11 youth from across North Dakota and Minnesota. The camp highlighted nursing, electrical, welding, mechanical, and other fields.

Food Adventures

Trisha taught the *Food Adventures* series to kindergarten and first grade youth receiving Path services at Washington Elementary. The goal is to increase the knowledge of and promote healthful food choices. Each visit included preparing and tasting snacks, a book read, and fitness activities. Students prepared a snack covering each food group and parents were provided newsletters.

Kids Cooking School

This quarter, **Trisha** taught the final two sessions of *On the Move to Better Health Kids Cooking School* at Perkett and Washington Elementary Schools. Fourth and fifth grade students explored hands-on food preparation; prepared smoothies, an egg bake, and chili. They also earned kid-friendly kitchen incentive items for each of their homes.



Sunnyside Summer School

Sunnyside School requested an afternoon of wellness education for elementary youth attending their summer school program. **Trisha**, along with **Holly** and **Emily H.** presented three sessions.

Emily H. planted an herb in a cup and talked about what plants need to grow; **Holly** focused on the importance of good character, specifically kindness; and **Trisha** focused on half our plate being filled with fruits and vegetables, and prepared veggie dip cups.



New 4-H Year Begins

September 1st kicks off the new 4-H year. **Emily B.** and **Shirrell Ott** stay busy helping new and existing 4-H families join clubs and get re-enrolled.

Contact Us:

900 13th St SE • Minot ND 58701
Ph. (701) 857-6450
E. nds.ward.extension@ndsu.edu

ND SU

EXTENSION
WARD COUNTY

Minot, ND and Ward County Economy at a Glance



October 2023

WORKFORCE (Job Service North Dakota)

	August 2023	July 2023	August 2022	August 2021
Minot Unemployment Rate	1.5%	1.7%	2.1%	3.0%
Ward County Unemployment Rate	1.6%	1.9%	2.5%	3.0%
ND Unemployment Rate	1.5%	1.9%	2.1%	2.7%
US Unemployment Rate	3.9%	3.8%	3.8%	5.3%

SALES TAX COLLECTIONS (CITY OF MINOT, 1%, FINANCE)

	August 2023	August 2022	YTD 2023	YTD 2022
Minot	\$1,259,011.09	\$1,473,914.75	\$8,907,430.07	\$8,467,771.39

TAXABLE SALES & PURCHASES (OFFICE OF ND STATE TAX COMMISSIONER)

2nd Quarter	2023	2022	2021	2020
Minot	\$350,276,636	\$309,879,334	\$292,458,179	\$254,661,212
Ward County	\$393,632,106	\$338,024,956	\$314,009,085	\$226,322,166

REAL ESTATE (MINOT MULTIPLE LISTING)

	August 2023	August 2022	YTD 2023	YTD 2022
Number of single family homes sold in Minot	58	72	454	577
All Sold (Minot & rural surrounding area)	99	110	665	789
Average Sale Price for Minot	\$248,338	\$247,280	\$255,801	\$257,942
Average Sale Price All Market	\$226,698	\$232,573	\$246,111	\$250,338

TRANSPORTATION (MINOT INTERNATIONAL AIRPORT)

	August 2023	August 2022	YTD 2023	YTD 2022
Passenger Boardings	12,214	11,815	96,734	92,282

BUILDING (CITY OF MINOT COMMUNITY DEVELOPMENT DEPARTMENT)

	August 2023 Permits/Values	August 2022 Permits/Values	YTD 2023 Permits/Values	YTD 2022 Permits/Values
New Residential (Single Family, Townhouse & Condo)	4/\$1,597,000	6/\$851,000	56/\$9,673,352	42/\$8,218,000
New Commercial	\$121,500	\$6,617,443	\$88,502,500	\$77,273,443
Valuation of all permits	\$4,199,000	\$12,037,443	\$119,298,528	\$127,116,943

LODGING (VISIT MINOT)

	August 2023	August 2022	YTD 2023	YTD 2022
Lodging Tax (2%)	\$103,704	\$ 93,725	\$ 418,365	\$397,693
Occupancy Rate	60%	58%	52%	52%



October 12, 2023

The Honorable Marisa Haman
Ward County Auditor
315 3rd St SE
Minot, ND 58701

RE: Geophysical Exploration
Permit # 97-0321

Dear Ms. Haman,

Pursuant to Section 38-08.1-04.2 of the North Dakota Century Code, please be advised that Eagle Exploration Inc was issued the above captioned permit on October 12, 2023, and will remain in effect for a period of one year. The entire permit can be viewed on our website at: <https://www.dmr.nd.gov/oilgas/seismic/seismicstats.asp>.

Should you have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd L. Holweger".

Todd L. Holweger
Permit Manager/Geophysical Supervisor

**GEOPHYSICAL EXPLORATION PERMIT - FORM GE 1**

INDUSTRIAL COMMISSION OF NORTH DAKOTA
OIL AND GAS DIVISION
600 EAST BOULEVARD DEPT 405
BISMARCK, ND 58505-0840
SFN 51459 (03-2011)

Received

OCT 11 2023

ND Oil & Gas
Division

1) a. Company Eagle Exploration, Inc.		Address PO Box 89, Grawn, MI 49637	
Contact Leonard A. Harrand		Telephone (231) 218-7293	Fax (877) 218-7292
Surety Company Lexon Insurance		Bond Amount \$25,000	Bond Number LICX3002028
2) a. Subcontractor(s)		Address	
b. Subcontractor(s)		Address	
3) Party Manager Jesse Harrand		Address (local) 3916 N Broadway, Minot 58703	
4) Project Name or Line Numbers Blue Jacket 2D Lines 1,2,3		<i>Per map line 3 proposed in yellow</i> (SAH)	
5) Exploration Method (Shot Hole, Non-Explosive, 2D, 3D, Other) non-explosive (vibroseis)			
6) Distance Restrictions (Must check all that apply) ☒ 300 feet - NonExplosive - Distance setbacks apply to water wells, buildings, underground cisterns, pipelines, and flowing springs. ☐ 660 feet - Shot Hole - Distance setbacks apply to water wells, buildings, underground cisterns, pipelines, and flowing springs.			
7) Size of Hole 3-D	Amt of Charge	Depth	Source points per sq. mi.
Size of Hole 2-D	Amt of Charge	Depth	Source points per ln. mi. 48
8) Approximate Start Date October 12, 2023 (SAH)		Approximate Completion Date October 25, 2023 (SAH)	

THE COMMISSION MUST BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF COMMENCEMENT OF GEOPHYSICAL OPERATIONS

9) Location of Proposed Project - County Renville and Ward			
Section(s). Township(s) & Range(s)	Section 24,25	T. 159N	R. 87W
	Section 19,30	T. 159N	R. 86W
	Section 1,2	T. 158N	R. 87W
	Section 6	T. 158N	R. 86W
	Section	T.	R.
	Section	T.	R.

I hereby swear or affirm that the information provided is true, complete and correct as determined from all available records.			Date 10/6/23
Signature 	Printed Name Leonard A. Harrand	Title President	
Email Address(es) leonard@eagleexplorationservices.com			

(This space for State office use)		Permit Conditions * Permit in hand required at pre-program meeting with field inspector and be aware of all NDIC Rules and Regulations (i.e. distance restrictions). * See attached letter.
Permit No. 970321	Approval Date 10/12/23	
Approved by Original Signed By:		
Title TODD L. HOLWEGER Mineral Resource Permit Manager		

*See Instructions On Reverse Side

MOTION

Moved by Comm. _____, seconded by Comm. _____ to approve the

Quit Claim Deed for the following tax foreclosed property redeemed by previous owner:

<u>Name of Purchaser</u>	<u>Description</u>
TURNER, ROBERT BROOKS	OLT 7 BEING OLT 5 AND A TOLLEYS FIRST ADDN L1 B17 KENMARE CITY
SMITH, JOSH & BRITTANY	BURDICK EXPRESS SECOND ADDITION LOT 24 BLOCK 2
HILL, ETHAN	RYDER S2 L15 B16 RYDER-S50
HILL, ETHAN	RYDER LOT 16 BLK 16 RYDER
LOCKWOOD, WILMA & SEIBEL, BRENDA	PRAIRIE VIEW HEIGHT LOT 7 BLOCK 6 GASMAN-S70
LE CLAIR, CURTIS R & GERALD A	LOTS 3 & 4 BLOCK 7 ORIG BERTHOLD BERTHOLD CITY
WALSH, DAVID D & RANA K	LOT 10 BLOCK 7 ORIG BERTHOLD BERTHOLD CITY
WALSH, DAVID D & RANA K	LOT 11 BLOCK 7 ORIG BERTHOLD BERTHOLD CITY
HOOD, COBI & MICHELLE	NORTH SHORE ADDN LOT 14 RICE LAKE-S70
YOUNGBIRD, INEZ	KOPPER SUNRISE 2ND ADDN BLK 2 LOT 4 S4-154-82 SUNDRE-S10
ERSNESS, JOHN N	ORIG SAWYER L17 B2 SAWYER-S16 SFD

ADOPTED: November 7, 2023

Roll call: ____ Yes ____ No

Motion Carried / Denied

Chair
Ward County Board of Commissioners

ATTEST:

Auditor/Treasurer
Ward County

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (KM180071700010) – TURNER, ROBERT
BROOKS

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and Robert Brooks Turner, 721 2nd Ave NE, Kenmare, ND 58746, Grantee.

WITNESSETH, For and in consideration of the sum of Six Hundred Sixty-Four and 96/100—(\$664.96):
and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

TOLLEYS FIRST ADDN L1 B17 KENMARE CITY

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2023 by John Fieldahl,
Chair of the Ward County Board of Commissioners, and Marisa Haman, County Auditor/Treasurer, Ward
County, North Dakota.

Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (MI206290200240) – SMITH, JOSH & BRITTANY

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and Josh Smith and Brittany Smith, as joint tenants, 919 41st Street SE, Minot, ND 58701, as joint tenants, Grantee.

WITNESSETH, For and in consideration of the sum of One Thousand Eight Hundred Seventy-Nine and 39/100—(\$1,879.39); and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

BURDICK EXPRESS SECOND ADDITION LOT 24 BLOCK 2

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2023 by John Fieldahl, Chair of the Ward County Board of Commissioners, and Marisa Haman, County Auditor/Treasurer, Ward County, North Dakota.

Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (RD000011600151) – HILL, ETHAN

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and Ethan Hill,
581 Main Street N, Ryder, ND 58779, Grantee.

WITNESSETH, For and in consideration of the sum of Sixty-Three and 67/100—~~(\$63.67)~~: and being in
the County of Ward and the State of North Dakota, and described as follows, to-wit:

RYDER S2 L15 B16 RYDER-S50

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-
18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2023 by John Fjeldahl,
Chair of the Ward County Board of Commissioners, and Marisa Haman, County Auditor/Treasurer, Ward
County, North Dakota.

Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (RD000011600160) – HILL, ETHAN

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and Ethan Hill, 581 Main Street N, Ryder, ND 58779, Grantee.

WITNESSETH, For and in consideration of the sum of One Hundred Twenty-Three and 81/100--- (\$123.81): and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

RYDER LOT 16 BLK 16 RYDER

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2023 by John Fieldahl, Chair of the Ward County Board of Commissioners, and Marisa Haman, County Auditor/Treasurer, Ward County, North Dakota.

Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (GA090010600070) – LOCKWOOD, WILMA & SEIBEL, BRENDA

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and Wilma Lockwood and Brenda Seibel, as joint tenants, 315 Willow Ave, Max, ND 58759, Grantee.

WITNESSETH, For and in consideration of the sum of One Thousand Eight Hundred Eight and 16/100---- (\$1,808.16): and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

PRAIRIE VIEW HEIGHTS LOT 7 BLOCK 6 GASMAN-S70

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

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Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (BD000010700040) – LE CLAIR, CURTIS R & GERALD A

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and Curtis R. LeClair and Gerald A. LeClair, as joint tenants, 3305 Sherrod Rd, Big Spring, TX 79720-0360, Grantee.

WITNESSETH, For and in consideration of the sum of One Thousand Seven Hundred Four and 14/100---- (\$1,704.14): and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

LOTS 3 & 4 BLOCK 7 ORIG BERTHOLD BERTHOLD CITY

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

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Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (BD000010700100) – WALSH, DAVID D & RANA K

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and David D. and Rana K. Walsh, as joint tenants, PO Box 14, Berthold, ND 58718-0014, Grantee.

WITNESSETH, For and in consideration of the sum of Two Hundred Eighty-Six and 11/100—(\$286.11): and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

LOT 10 BLOCK 7 ORIG BERTHOLD BERTHOLD CITY

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2023 by John Fjeldahl, Chair of the Ward County Board of Commissioners, and Marisa Haman, County Auditor/Treasurer, Ward County, North Dakota.

Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (BD000010700110) – WALSH, DAVID D & RANA K

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and David D. and Rana K. Walsh, as joint tenants, PO Box 14, Berthold, ND 58718-0014, Grantee.

WITNESSETH, For and in consideration of the sum of Three Hundred Thirty-Seven and 82/100---
(\$337.82); and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

LOT 11 BLOCK 7 ORIG BERTHOLD BERTHOLD CITY

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2023 by John Fieldahl, Chair of the Ward County Board of Commissioners, and Marisa Haman, County Auditor/Treasurer, Ward County, North Dakota.

Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (RL030090000140) – HOOD, COBI & MICHELLE

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and Cobi and Michelle Hood, 485 Rice Lake Rd N., Douglas, ND 58735, Grantee.

WITNESSETH, For and in consideration of the sum of Three Thousand Seven Hundred Twenty-Six and 62/100---(\$3,726.62); and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

NORTH SHORE ADDN LOT 14 RICE LAKE-S70

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2023 by John Fieldahl, Chair of the Ward County Board of Commissioners, and Marisa Haman, County Auditor/Treasurer, Ward County, North Dakota.

Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (SR040460200040) – YOUNGBIRD, INEZ

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and Inez Youngbird, 5340 Zaharia Dr., Minot, ND 58701, Grantee.

WITNESSETH, For and in consideration of the sum of Two Thousand One Hundred Fifty-Three and 66/100---(\$2,153.66): and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

KOPPER SUNRISE 2ND ADDN BLK 2 LOT 4 S4-154-82 SUNDRE-S10

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2023 by John Fieldahl, Chair of the Ward County Board of Commissioners, and Marisa Haman, County Auditor/Treasurer, Ward County, North Dakota.

Notary Public
Ward County, North Dakota
My Commission Expires:

QUIT CLAIM DEED to Repurchase – NDCC 57-28-19 (SW000010200170) – ERSNESS, JOHN N

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of November, 2023, between Ward County, Grantor, and John N. Ersness, PO Box 113, Sawyer, ND 58781-0117, Grantee.

WITNESSETH, For and in consideration of the sum of Six Hundred Fifty-Five and 44/100—(\$655.44): and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

ORIG SAWYER L17 B2 SAWYER-S16 SFD

I Certify that the requirement for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(6)(E).

Date: _____

Grantee or Agent: _____

Chair Ward County Commission

ATTEST:

Marisa Haman, County Auditor/Treasurer
Ward County, North Dakota

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2023 by John Fieldahl, Chair of the Ward County Board of Commissioners, and Marisa Haman, County Auditor/Treasurer, Ward County, North Dakota.

Notary Public
Ward County, North Dakota
My Commission Expires:

MEMORANDUM

To: Ward County Commissioners
From: Lynae Schroeder
Date: November 7, 2023
Subject: Foreclosed Property Bid

Please review the submitted bid for the following tax foreclosed property:

PARCEL #	MI10C980000070
ADDRESS	0 *UNASSIGNED LAND, KENMARE
LEGAL DESCRIPTION	MARKET AT NORTH HILL ADDITION LOT 7 DETENTION POND
MINIMUM SALE PRICE	\$769.74
BID PRICE SUBMITTED	\$775.00

Accepted and Approved:

Denied:

Chair
Ward County Commissioners

Chair
Ward County Commissioners

Lynae Schroeder

From: Dreamer Believer <dreamteam303@yahoo.com>
Sent: Monday, October 16, 2023 11:21 AM
To: Lynae Schroeder
Subject: Fw: Tax Foreclosures Available - Bid Amounts

EXTERNAL email received, DO NOT open suspicious emails.

- 1) 0 *UNASSIGNED MINOT, ND 58701
- 2) 0 *UNASSIGNED MINOT, ND 58701
- 3) 0 *UNASSIGNED MINOT, ND 58701
- 4) 0 UNASSIGNED
- 5) 710 1ST AVE SE

----- Forwarded Message -----

From: Dreamer Believer <dreamteam303@yahoo.com>
To: Lynae.Schroeder@wardnd.com <lynae.schroeder@wardnd.com>
Sent: Monday, October 16, 2023, 10:14:55 AM MDT
Subject: Tax Foreclosures Available - Bid Amounts

Parcel Number:

BN130560400010: \$1,000 Bid Amount

BN130560400030: \$1,000 Bid Amount

BN130560400040: \$1,000 Bid Amount

MI10C980000070: \$775 Bid Amount

MI240720400012: \$775 Bid Amount

Contact Information:

Jeremiah Jean

404 NW Plantation Avenue, Florida 33317

786-656-2535

Dreamteam303@yahoo.com
Jeremiahjean@yahoo.com

Lynae Schroeder

From: Lynae Schroeder
Sent: Wednesday, October 18, 2023 4:02 PM
To: 'Dreamer Believer'
Subject: RE: Tax Foreclosures Available - Bid Amounts

Jeremiah,

By North Dakota Century Code, 57-28-10, the county cannot accept any bids for anything under taxes owed. The green highlighted areas are taxes owed on each parcel. You have only one parcel, #511, in which your bid covers the taxes due.

If you would like to submit a bid on this property, please send me an email with just that property on it please.

283	BN130560400010	0 *UNASSIGNED MINOT, ND 58701	HIGHLANDS RANCH 3RD ADDITION LC
284	BN130560400030	0 *UNASSIGNED MINOT, ND 58701	HIGHLANDS RANCH 3RD ADDITION LC
287	BN130560400040	0 *UNASSIGNED MINOT, ND 58701	HIGHLANDS RANCH 3RD ADDITION LC
511	MI10C980000070	0 UNASSIGNED	MARKET AT NORTH HILL ADDITION LC
	MI240720400012	710 1ST AVE SE	EASTWOOD PARK ADDN EAST 44.66 L

Thank you,

Lynae Schroeder

Account Tech - Auditor/Treasurer Department

Ward County Administrative Building
225 3rd St SE, PO Box 5005
Minot, ND 58702
P: 701.857.6420 | F: 701.857.6424
lynae.schroeder@wardnd.com



From: Dreamer Believer [mailto:dreamteam303@yahoo.com]
Sent: Monday, October 16, 2023 11:21 AM
To: Lynae Schroeder <Lynae.Schroeder@co.ward.nd.us>
Subject: Fw: Tax Foreclosures Available - Bid Amounts

EXTERNAL email received. DO NOT open suspicious emails.

Lynae Schroeder

From: Dreamer Believer <dreamteam303@yahoo.com>
Sent: Thursday, October 19, 2023 3:32 PM
To: Lynae Schroeder
Subject: Bid on Foreclosed Property

EXTERNAL email received. DO NOT open suspicious emails.

	MI10C980000070	0 UNASSIGNED	MARKET AT NORTH
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I would like to present a bid on this parcel for:

\$775.00

Please present this to the board for the November 7th Board Of Commissioners meeting.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ _____. *This amount is part of the total prize limit of \$40,000 per year.*

WARD COUNTY LOCAL GAMING PERMIT
SUPPLEMENTARY APPLICATION
(please type or print)

1. The name of your organization: Dakota Hope Clinic
2. Type of gaming applied for: circle one
Bingo Raffle(s) Sports Pool
3. Date of event(s): Nov. 17-18, 2023
4. Name of the event (if any): Festival of Trees 2023
5. Person in charge of gaming event: Nadia Smetana
Weekday telephone number: 701-852-4675
6. Has your organization received a local gaming permit from Ward County in the past? yes
If not, please refer to the attached Ward County gaming resolution and provide with your application the following:
 - a. Evidence of the non-profit status of your organization. This may include a copy of your organization's Charter, constitution, by-laws, or articles of incorporation which is dated and signed by an officer of the organization attesting to the authenticity of the document and which clearly identifies the non-profit nature of your organization. A copy of an IRS determination on non-profit state may also be provided.
 - b. Evidence your organization serves a "public-spirited" role in the community. This would include documents related to the formation or operation of your organization which specifically state the purposes of your organization. Financial records which identify the way in which the organization's funds are spent and pamphlets or brochures may also be helpful in identifying the purposes of your organization.
7. Attach a permit fee of \$25.00. If a check is used, make it payable to the Ward County Auditor.
8. If different then shown on the application, to which name and address do you wish your permit to be mailed?

Name: _____

Address: _____



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (2-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted

☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group MINOT Rifle & Pistol Club		Dates of Activity (Does not include dates for the sales of tickets) June 8, 2024	
Organization or Group Contact Person DAVID L. SMITH	E-mail NOVATOL1@HOTMAIL.COM	Telephone Number 701-833-4287	
Business Address 1600 62st SW MINOT	City MINOT	State ND	ZIP Code 58701
Mailing Address (if different) PO Box 420	City minot	State ND	ZIP Code 58701

SITE INFO

Site Name MINOT Rifle & Pistol Club		County WARD	
Site Physical Address 14th Ave SW	City Minot N	State ND	ZIP Code 58701
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) June 8, 2024 Annual			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
RAFFLE	Ruger 10-22 \$330.00 SAVAGE ROAR \$50.00 Heverly Lever \$350.00	\$1980.00
	Ruger American \$450.00 SMITH & WESSON MIP \$500.00	
Total (limit \$40,000 per year)		\$1980.00

Intended Uses of Gaming Proceeds

To promote the shooting sports and teach safe handling of fire arms

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

☐ Yes ☒ No

Name DAVID L. SMITH	Title Raffle MASTER	Telephone Number 833-4282	E-mail Address NOVATOL1@HOTMAIL.COM
Signature of Organization or Group's Top Official (David L. Smith)		Title Raffle MASTER	Date 10-16-23



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (2-2023)

Applying for (check one)

☒ Local Permit	☐ Restricted Event Permit*
Games to be conducted	☐ Raffle by a Political or Legislative District Party
☐ Bingo ☒ Raffle	☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Sawyer Valley Boardman		Dates of Activity (Does not include dates for the sales of tickets) Feb 03 '2024	
Organization or Group Contact Person Warren Anderson	E-mail anderson731@	Telephone Number 701-240-2047	
Business Address 6705 County Rd 12 W	City Minot	State ND	ZIP Code 58701
Mailing Address (if different) PO Box 1562	City Minot	State ND	ZIP Code 58702

SITE INFO

Site Name ND State Fair Grounds FFA Hall	County Ward
Site Physical Address 2005 Burdick Expy E	City Minot
State ND	ZIP Code 58701

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Feb 3 '2024

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Guns	18249.65
Total (limit \$40,000 per year)		\$ 18249.65

Intended Uses of Gaming Proceeds

Per Dallas goes to Youth Archery Program. PW

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
☐ Yes ☒ No

Name Warren Anderson	Title Boardman	Telephone Number 701-240-2047	E-mail Address anderson731@srt.com
Signature of Organization or Group's Top Official Dallas Rice		Title President	Date 10-18-23

Dallas Rice

Warren Anderson

From: Dallas Rice <dwrice@scheels.com>
Sent: Sunday, October 15, 2023 10:04 PM
To: Warren Anderson
Subject: Fwd: SVB Gun Raffle

----- Forwarded message -----

From: **Garrett Jacobsen** <gdiacobsen@scheels.com>
Date: Sat, Oct 14, 2023 at 12:39 PM
Subject: SVB Gun Raffle
To: Dallas Rice <dwrice@scheels.com>

Handguns

1. Ruger Wrangler 22LR #73667602003 - \$219.99
2. Ruger Super Wrangler 22LR/WMR #73667602033 - \$279.99
3. Stoger STR-9C 9MM #03708431730 - \$299.99
4. Bond Arms Rowdy 45LC/410 #85595900998 - \$299.99
5. Ruger 22 Charger 22LR #73667604923 - \$329.99
6. Glock 44 22LR #76450303592 - \$359.99
7. Glock 42 380ACP #76450391061 - \$399.99
8. Glock 43X 9MM #76450303789 - \$449.99
9. Taurus 4570 Judge 45LC/410 #72532760453 - \$499.99
10. Canik TP9 SFX 9MM # 78745038232 - \$499.99
11. Smith and Wesson M&P10 2.0 10MM #02218888563 - \$599.99
12. Sig Sauer P320 Legion 9MM #79868167862 - \$1399.99

Handgun Total: 5639.88

Rifles

1. Savage 64F 22LR #06265440203 - \$139.99
2. Savage Rascal 22LR #06265413775 - \$149.99
3. Henry H002B US Survival 22LR #61983500200 - \$289.99
4. Savage 93R17 GV 17HRM #06265496701 - \$299.99
5. Henry H001 Lever 22LR #61983500100 - \$349.99
6. Mossberg Patriot Super Bantam 243WIN #01581327840 - \$399.99
7. Savage Axis II XP 22-250 #01135657091 - \$469.99
8. Ruger American 7MM PRC #73667636948 - \$649.99
9. Bergara BMR 17HMR #04312511014 - \$649.99
10. Tikka T3X Lite 6.5CM #08244288491 - \$749.99
11. Weatherby 307 Range Meateater 300WIN MAG #74711545345 - \$1299.99

Rifle Total: 5449.89

Shotguns

1. Mossberg Maverick 88 12GA #04953331012 - \$249.99
2. Citadel Boss-25 12GA #68214630248 - \$329.99
3. Winchester SXP Black Shadow 12GA #04870211407 - \$349.99
4. Mossberg 500 Field 12GA #01581350120 - \$399.99

5. Benelli Nova Tactical 12GA #65035020051 - \$449.99
6. Benelli Nova 20GA #65035020036 - \$449.99
7. Winchester SXP Extreme Defender 12GA #04870202007 - \$479.99
8. Stoger Coach Gun Supreme 12GA #03708431482 - \$519.99
9. Benelli Super Nova 12GA #65035020100 - \$549.99
10. Stoger M3500 12GA #03708436054 - \$729.99
11. Savage 555E 20GA #01135622593 - \$849.99
12. Benelli SBE3 12GA #65035011240 - \$1799.99
Shotgun Total: 7159.88

Total: 18,249.65

Garrett Jacobsen | SCHEELS | Archery Co-Manager

Direct: 701.852.1010 Ext. 2332 | Fax: 701.852.0972 | www.scheels.com

Dakota Square Scheels | [2400 10th St. SW | Minot, ND 58701](#)

REQUEST FOR DUPLICATE WARRANT
(NDCC 21-06-03)

Applicant: LEAVITT, LEANNA
Address: 214 SOURIS DR
MINOT, ND 58701

Lost, mutilated, defaced or destroyed warrant information:

Check No: 183723

Date issued: 11/23/2020

Amount: \$49.04

AGREEMENT

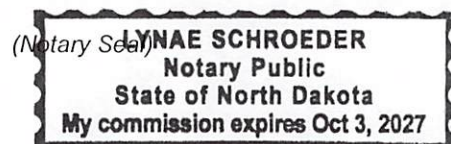
The undersigned applicant hereby requests the Board of Ward County Commissioners to authorize the issuance of a duplicate warrant as set forth above, and agrees to hold Ward County harmless for all loss that may occur and all costs, damages, expenses that said Ward County may sustain by reason of the issuance of said duplicate warrant. Applicant further certifies that the original warrant was either lost, mutilated, defaced or destroyed, and has not been cashed or deposited to the benefit of the applicant, the applicant's heirs, executors or any person known to the applicant.

Leanna Leavitt
Signature of Payee

10/31/23
Date

On this 31st day of October, 20 23, before me the undersigned, personally appeared Leanna Leavitt, to me known to be the person described in and who executed the foregoing agreement.

State of North Dakota
County of Ward



Lynae Schroeder
Notary Public

My Commission Expires 10-3-27

Application approved this _____ day of _____, 20____.

Chair, Ward County Board

Ward County Auditor/Treasurer

Duplicate warrant issued this _____ day of _____, 20____.

Duplicate warrant number _____



Auditor / Treasurer's Office

Marisa Haman
Auditor/Treasurer

Misty Hester
Deputy

To: Ward County Commissioners
From: Marisa Haman-Auditor/Treasurer
Date: November 7th, 2023
Re: Building Committee update

4th Floor Ward County Admin Building

The Building Committee met last week and discussed leasing the 4th floor in the Administration Building. There has been contact from outside agencies interested in leasing the space.

Action requested: Direction on the following:

- Permission to move forward with leasing space.
- Guidance on price point per square foot.
- Direction if there is a board preference of leasing to one or multiple tenants.

County North

The future of the county north was discussed. The committee recommended the county begin marketing the sale of this property with a stipulation that the County Highway Dept. could still use a portion of the building for storage until their new structure is complete later next year.

Action requested: Motion to work with realtor to list and market property.



Auditor / Treasurer's Office

November 7, 2023

Board of County Commissioners
Ward County
Minot, ND 58701

Dear Commissioners:

I hereby request authorization to cancel the following checks which will have been outstanding for ninety days or longer, as of November 6, 2023:

Drawn On First International Bank & Trust

Check #	Payee	Amount \$	Check Date
191317	FAVEROS, ANTHONY	\$ 6.00	04/18/2023
191342	JONES, BREEANNA	\$ 25.00	04/21/2023
191343	LAKODUK, ROSS	\$ 75.00	04/21/2023
191351	PERRY, ASASHIA	\$ 25.00	04/21/2023
191352	PORTER, LEANNA	\$ 25.00	04/21/2023
191366	LAKODUK, ROSS	\$ 25.00	04/21/2023
191482	FEIST, MARK	\$ 13.21	05/12/2023
191552	WARNKE, MITCHEL S	\$ 25.00	05/16/2023
191559	THOMPSON, KIRA L	\$ 25.00	05/16/2023
191573	POMEROY, ARVID G	\$ 231.58	05/23/2023
191582	DAHLY, DYLAN	\$ 25.00	05/30/2023
191597	LAKODUK, ROSS	\$ 25.00	06/01/2023
191745	ABERNATHY, PATRICK B	\$ 1.00	06/23/2023
191746	CRUZ, JANSEL A	\$ 5.00	06/23/2023
191857	BOE, ADAM	\$ 25.00	07/14/2023
191859	BURNS, DUSTIN	\$ 25.00	07/14/2023
191861	CROCKETT, CADYNN	\$ 25.00	07/14/2023
191862	CROCKETT, TYLER	\$ 25.00	07/14/2023
191864	EVANITUS, STACEY	\$ 25.00	07/14/2023
191872	MAURO, JORDAN	\$ 25.00	07/14/2023
191874	MYERS, ZACKERY	\$ 25.00	07/14/2023
191875	NELSON, CARLETTA	\$ 25.00	07/14/2023
191931	BARTSCH, KIMBERLY A	\$ 34.00	07/25/2023
191963	DAWS, TYLER	\$ 25.00	07/28/2023
191969	OKESON, LARRY	\$ 182.31	07/31/2023
		<u>\$ 973.10</u>	

Marisa Haman
Ward County Auditor/Treasurer