**AGENDA FOR THE BOARD OF WARD COUNTY COMMISSIONERS**
**Tuesday, December 5, 2023**
**9:00 a.m. – Regular Commission Meeting**

Pledge of Allegiance Call to Order – Chairman Fjeldahl Order of Business

**Roll Call**

1. Election of new Chairman and Vice Chairman

2. Approve Agenda

3. Review and approve the minutes from the Regular Commission Meeting on November 21, 2023

4. Review and approve the regular bills totaling $394,655.15 and HS Zone direct cost bills totaling $55,731.45

5. Lolly Gorze – Human Resources Director
   A.) Service Award

6. Galusha Ranch Paving District – Engineering Services with Ackerman Estvold

7. Noreen Wilkie – Director of Tax Equalization – Planning and Zoning Items
   A.) Public Hearing regarding Application for a Special Use Permit for Daryl Sangray
   B.) Application for a Subdivision Plat for Dave Kohlman
   C.) Application for a Plat for Joanne Rademacher
   D.) Application for a Plat for Amanda & Don Aasen
   E.) Application for a Plat for Deb Fogarty
   F.) Application for a Variance for Robert & Penny Solar

8. Robert Roed – Sheriff's Department
   A.) Back the Blue Grant

9. Major Paul Olthoff – Detention Center
   A.) Contract for Boarding City of Garrison's Inmates

10. Noreen Wilkie – Director of Tax Equalization
    A.) Tax Roll Adjustments & Items for Consideration and Action

11. Doug Diedrichsen – City of Kenmare Planning & Zoning Administrator
    A.) City of Kenmare applying to have their Renaissance Zone re-established

12. Dana Larsen – Highway Engineer
    A.) Minot to Burlington Multi Use Path Overlay Project
    B.) Maintenance Certification County Federal Aid Project
    C.) Cleanup-Order from First District Health Unit for 1717 47th St SE, Minot, ND 58701 - Minot Mobile Estates Condo 127 Nedrose-S4

13. Lolly Gorze – Human Resources Director
    A.) Pay Amendments

14. Marisa Haman – Auditor/Treasurer
    A.) Receive and file the following correspondence: Letter dated November 21, 2023 regarding GSS Project # D23806-ND, Agreement to Provide Assistance to Domestic Violence Crisis Center, Inc. and Letter from United States Department of Interior regarding Reclamation's Release of the Draft Programmatic Environmental Assessment for Phase III of Funding of Design, Construction, Operation and Maintenance of Water Infrastructure Projects: Fort Berthold Rural Water System, Fort Berthold Indian Reservation, North Dakota
    B.) Foreclosed Property Redemption
    C.) Foreclosed Property Bid
    D.) Approval of County Deeds for the Foreclosed Properties sold at the Public Auction (14 Total)
    E.) Court Facilities Improvement Grant Funds Application
    F.) Grant Agreement: Ward County – Youthworks 2024
    G.) Approve Raffle Permits for Minot Curling Club and Souris River Basin Longbeards
    H.) Approve Liquor Licenses for M & S Concessions, Inc. and Wildwood Country Club
    I.) Approve Gaming Site Authorization for North Dakota Cowboy Hall of Fame

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

The regular meeting of the Ward County Commission was called to order by Chairman/Commissioner Fjeldahl at 9:00 AM with Commissioners Anderson, Olson via phone, Rostad, and Weppler present. Also present were department heads Derrill Fick, Jason Blowers, Kelly Haugan, Lolly Gorze, Marisa Haman, Noreen Wilkie, Robert Roed, Roza Larson, Brian Vangsness, Kerrianne Boetcher, Kristi Frederick and Kristin Kowalczyk.

Moved by Comm. Rostad and seconded by Comm. Weppler to approve the agenda with item 12 moving up to after item 6 and changing the amount of the regular bills to $830,481.63. Roll call; all voted yes, motion carried.

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

Moved by Comm. Rostad and seconded by Comm. Weppler to approve regular bills totaling $830,481.63 and HS Zone direct cost bills totaling $49,219.10. Roll call; all voted yes; motion carried.

Lolly Gorze, Human Resources Director announced the first 10 Year Service Award for Keith Miller and Sherriff Robert Roed presented him with his 10-year coin. Ms. Gorze announced the second 10 Year Service Award for Joshua Reichenbach and Major Paul Olthoff presented him with his 10-year coin.

Dana Larsen, Highway Engineer entered the meeting at 9:05 AM.

Kyle Patterson, Vision Zero Northwest Region Coordinator gave a 2022- 2023 recap and comparison thus far and touched on the 4 E's - Engineering, Enforcement, EMS and Education (and Outreach) to get down to zero fatalities on our roads.

Emily Burkett, NDSU Extension Agent entered the meeting at 9:09 AM.

Mr. Patterson spoke that surrounding schools are stepping up and having their students engage in the Vision Zero Program and becoming leaders for their school and community. He also touched on the Buckle Up Phone Down Challenge and there is QR code to share.

Lastly, Mr. Patterson mentioned that he is resigning from his current position for a new opportunity and his last day will be November 30, 2023.

Briselda Hernandez, Executive Director of Souris Basin Planning Council spoke regarding the Regional Livestock Development & Planning Grant Program. The program assists counties and regional planning councils in livestock development planning. The uses include site analysis, coordinating strategic planning, and accommodating and encouraging investment in livestock production.

Tom Bodine, Deputy Commissioner of the North Dakota Department of Agriculture spoke stating this partnership will help promote animal and agricultural development in the State of North Dakota. The grants awarded are up to $12,000 for every county and up to $500 for every township.

Mark Lyman of the Minot Area Chamber EDC also came forward to speak regarding the Regional Livestock Development & Planning Grant Program and stated this great for our region to help grow agriculture and Minot Area Chamber EDC supports this.

Moved by Comm. Rostad and seconded by Comm. Weppler to approve the Regional Livestock Development & Planning Grant Program as presented and have the Chairman sign the resolution. Roll call; all voted yes; motion carried.

Lolly Gorze, Human Resource Director, appeared with the following pay amendments: Konrad, R., Sheriff; Struckmeyer, M., Jail; Vera, O., Highway; Charbonneau, D., Highway; Madsen, L., Highway; and Wyum, R., Auditor (added on).

Moved by Comm. Weppler and seconded by Comm. Anderson to approve the pay amendments as presented along with the addition of Wyum, R., Auditor. Roll call; all voted yes; motion carried.

Ms. Gorze spoke on placing keypad locks on the 1st and 2nd floor of the individual/employee bathrooms with a cost of roughly $800.00.

Moved by Comm. Weppler and seconded by Comm. Rostad to approve placing the keypad locks on the individual/employee bathrooms as presented. Roll call; all voted yes; motion carried.

Ms. Gorze, presented changing the overall score from 42 to 39 on the Annual Performance Appraisals.

Moved by Comm. Weppler and seconded by Comm. Anderson to change the Annual Performance Appraisal score from 42 to 39. Roll call; all voted yes; motion carried.

Ms. Gorze, is requesting to remove the second paragraph under the heading “HOLDING RAISE DURING NEW HIRE EVALUATION PERIOD” on current page 19 and change the wording under the heading “COST OF LIVING ADJUSTMENT (COLA)” current page 82 in the employee handbook to read: Increases for the cost of living adjustments will be considered by the WARD COUNTY Commissioners on a yearly basis and adjusted through the budgetary process as they see fit. COLA increases will take effect January 1st of the year following approval for all employees, except new hires in established evaluation period, in accordance with the “HOLDING RAISE DURING NEW HIRE EVALUATION PERIOD” currently found on page 19 and also note this policy is not applicable to Human Service Zone employees.

Moved by Comm. Weppler and seconded by Comm. Rostad to approve the changes Ms. Gorze presented. Roll call; all voted yes; motion carried.

Lastly, Ms. Gorze suggested times for scheduling Department Head Appraisals.

Kerrianne Boetcher, Library Administrator presented placing the Angel Tree in the Employee Lounge with all gifts and donations going to the Northern Plains Children's Advocacy Center and this is strictly voluntary. Comm. Weppler mentioned they are part of the Twice Blessed Program as well.

Moved by Comm. Rostad and seconded by Comm. Weppler to approve placing the Angel Tree in the Employee Lounge as presented. Roll call; all voted yes; motion carried.

Brian Vangness, Facility Management Director discussed the Generator Switch Installation at the Courthouse as the cost was never in the budget. Cost is around $35,000.00 range.

Moved by Comm. Weppler and seconded by Comm. Rostad to approve the cost of the Generator Switch Installation and use Contingency funds if needed at the end of the year. Roll call; all voted yes; motion carried.

Jason Blowers, Information Technology Administrator presented the request to sell computer monitors to employees.

Moved by Comm. Rostad and seconded by Comm. Weppler to sell the computer monitors to employees. Roll call; all voted yes; motion carried.

Mr. Blowers presented the CivicPlus Website Accessibility managed by AudioEye.

Moved by Comm. Rostad and seconded by Comm. Anderson to approve the CivicPlus Website Accessibility managed by AudioEye as presented with the stipulation that Ms. Haman and Mr. Blowers take out of the appropriate fund. Roll call; all voted yes; motion carried.

Lastly, Mr. Blowers presented the Electro Watchman Stairwell Access Control Proposal.

Moved by Comm. Rostad and seconded by Comm. Weppler to approve the Electro Watchman Stairwell Access Control Proposal as presented. Roll call; all voted yes; motion carried.

Comm. Weppler exited the meeting at 10:00 AM.

Major Paul Olthoff of the Detention Center presented Contracts for Boarding Inmates of Burke County, City of Burlington, City of Kenmare, City of Surrey and McHenry County and Joint Powers Agreements for Residents of McKenzie County, McLean County and Williams County.

Moved by Comm. Anderson and seconded by Comm. Rostad to approve the Contracts for Boarding Inmates and Joint Powers Agreements as presented. Roll call; all voted yes; motion carried.

Major Paul Olthoff presented the price quotation for the Ward County Detention Center to update Juvenile BVMS Systems to combine the adult and juvenile BVMS Systems (Bosch Video Management Software).

Jason Blowers came forward to speak regarding the BVMS System.

Moved by Comm. Rostad and seconded by Comm. Anderson to approve the price quotation for the Ward County Detention Center to update Juvenile BVMS Systems to combine with the adult and juvenile BVMS Systems as presented and will use contingency funds first and hold off on funding until installation is updated and completed. Roll call; all voted yes; motion carried.

Dana Larsen, Highway Engineer presented the edge line rumble strips project which covers 67 miles.

Moved by Comm. Anderson and seconded by Comm. Olson to approve the 67 miles of edge line and centerline rumble strips as presented. Roll call; all voted yes; motion carried.

Roza Larson, State's Attorney exited the meeting at 10:15 AM.

Next, Mr. Larsen presented lighting at the following intersections: County Road 10A/19, County Road 15/17, County Road 9/14 and County Road 12 & 55th Street and will work with Verendrye Electric Cooperative.

Moved by Comm. Anderson and seconded by Comm. Rostad to approve the lighting at the intersections as presented and to work with Verendrye Electric Cooperative. Roll call; all voted yes; motion carried.

Lastly, Mr. Larsen presented to advertise for engineering services for round-about at intersection of County Road 14 and 17 located west of Minot.

Moved by Comm. Rostad and seconded by Comm. Anderson to approve advertising for engineering services for round-about as presented. Roll call; all voted yes; motion carried.

Marisa Haman, Auditor/Treasurer appeared.

Moved by Comm. Rostad and seconded by Comm. Anderson to receive and file documents: Ward County Highway Committee Meeting Minutes dated October 31, 2023, Minot Area Chamber Economy at a Glance dated November 2023 and a Letter from the City of Minot dated November 8, 2023. Roll call; all voted yes; motion carried.

Moved by Comm. Anderson and seconded by Comm. Rostad to receive and file monthly reports including financials as presented. Roll call; all voted yes; motion carried.

Moved by Comm. Rostad and seconded by Comm. Anderson to approve the two redemptions of foreclosed properties as presented and have chairman sign deeds back to prior owners. Roll call; all voted yes; motion carried.

Moved by Comm. Rostad and seconded by Comm. Anderson to accept the bids for ten foreclosed properties as presented. Roll call; all voted yes; motion carried.

Moved by Comm. Anderson and seconded by Comm. Rostad to approve the Raffle Permit for Minot Asian American Pacific Islanders as presented. Roll call; all voted yes; motion carried.

Ms. Haman mentioned the Current Board Openings of terms expiring in December of 2023.

Moved by Comm. Rostad and seconded by Comm. Anderson to approve the three properties for Omitted Property Assessment as presented. Roll call; all voted yes; motion carried.

Ms. Haman presented the Grant Agreement between the North Dakota Department of Corrections and Rehabilitation and its Division of Juvenile Services (DJS) (STATE), the North Dakota Association of Counties (NDACo), Ward County and Youthworks. A discussion was held and more confirmation is needed on the Ward County piece so it will be brought to the next commission meeting.

A special meeting for Year-End Bill approval, will be held on Thursday, December 28th, 2023 at 9:00 AM.

At 10:45 AM with no further business, the meeting was adjourned.

# REGULAR COMMISSION MEETING 12/05/2023 BILL LIST

## GENERAL BILLS

| CHECK # | VENDOR | DESCRIPTION | AMOUNT |
|---|---|---|---|
| | APPLIED CONCEPTS INC | RADAR REPAIR--SHERIFF | $257.50 |
| | BEKKA'S BUTTONS | PATCH & HAND HEM--SHERIFF | $30.00 |
| | BERTHOLD CITY | ARPA PROJ #62 FINAL PAYMENT--COMMISSIONERS | $29,971.63 |
| | COMPUTER STORE INC | CLEANING SA HP M501DN PRINTER - PHBTR64965--IT | $67.50 |
| | COMPUTER STORE INC | CLEANING SA HP M501DN PRINTER - PHBTR64960--IT | $67.50 |
| | FARGO GLASS & PAINT | LABOR TO REPLACE GLASS IN CELL K-45 -- FACILITY MGMT | $1,770.00 |
| 192723 | FREDRIKSON & BYRON PA | OVERPAYMENT REFUND--GENERAL | $20.00 |
| | HUSTON, KEVIN A | OVERNIGHT TRAVEL MILEAGE TRAINING LAS VEGAS 11/05-11/12--STATES ATT | $144.10 |
| | HUSTON, KEVIN A | OVERNIGHT TRAVEL PER DIEM TRAINING LAS VEGAS 11/05-11/12--STATES ATT | $493.50 |
| | INFOUSA MARKETING INC | POLK DIRECTORY--RECORDER | $305.00 |
| | JOHNSON CONTROLS FIRE PROTECTION | SERVICE CALL ON FIRE PANEL--FACILITY MGMT | $815.00 |
| | KOSSAN, CONRAD P | OVERNIGHT TRAVEL PER DIEM TRAINING DICKINSON 10/16 - 10/20--SHERIFF | $158.00 |
| | KOSSAN, CONRAD P | OVERNIGHT TRAVEL PER DIEM TRAINING DICKINSON10/23 - 10/27--SHERIFF | $158.00 |
| | MARCO TECHNOLOGIES, LLC NW7128 | MARCO PO2561 - INFORMACAST RENEWAL--IT | $2,125.00 |
| 192725 | MDU - BISMARCK OFFICE | GAS COURTHOUSE--FACILITY MGMT | $1,087.78 |
| 192725 | MDU - BISMARCK OFFICE | GAS ADMIN BLDG--FACILITY MGMT | $594.77 |
| 192701 | MDU - BISMARCK OFFICE | GAS 900 BLDG--FACILITY MGMT | $917.61 |
| 192725 | MDU - BISMARCK OFFICE | GAS COURTHOUSE--FACILITY MGMT | $100.67 |
| | MINOT SASH & DOOR INC | ADDN OF BULLETPROOF MATERIALS & FRONT WALL--GENERAL | $3,825.00 |
| | MINOT SASH & DOOR INC | OAK COURT ROOM WALLS/DECK FINISHED & INSTAL--GENERAL | $56,180.00 |
| | ND ASSOC OF COUNTIES | ILG COURSES - M HAMAN X3--AUDITOR AND TREASURER | $105.00 |
| | ND ASSOC OF COUNTIES | NDACo CONFERENCE - M HAMAN--AUDITOR AND TREASURER | $255.00 |
| | ND ASSOC OF COUNTIES | ILG COURSES - WEPPLER X3--COMMISSIONERS | $105.00 |
| | ND ASSOC OF COUNTIES | ILG COURSES - B PIETSCH X3--RECORDER | $105.00 |
| | ND ASSOC OF COUNTIES | NDACo CONFERENCE - B PIETSCH--RECORDER | $275.00 |
| | ND ASSOC OF COUNTIES | 2023 3RD QRT WC ASSESSMENT--JAIL OPS | $113.74 |
| 192711 | ND ASSOC OF COUNTIES | 2023 2ND QTR ASSESSMENT--JAIL OPS | $236.26 |
| | ND ASSOC OF COUNTIES | ILG COURSES - WILKIE X3--TAX EQUALIZATION | $105.00 |
| | ND ASSOC OF COUNTIES | NDACo CONFERENCE - N WILKIE--TAX EQUALIZATION | $255.00 |
| | ND ASSOC OF COUNTIES | ILG COURSES - L GORZE X3--HUMAN RESOURCES | $105.00 |
| | ND ASSOC OF COUNTIES | NDACo CONFERENCE - L GORZE--HUMAN RESOURCES | $255.00 |
| | ND DEPT OF ENVIRONMENTAL QUALITY | BOILER INSPECTION AT 900 BUILDING--FACILITY MGMT | $330.00 |
| | NDSU DEPT 3110 | LAPTOP H. ARNOLD - SPLIT BETWEEN CBCAP & COUNTY--EXTENSION SERVICE | $571.75 |
| | NDSU DEPT 3110 | 2 - COST SHARE LAPTOPS - EMILY B & EMILY H--EXTENSION SERVICE | $1,211.70 |
| | PRESORT PLUS | 2023 REAL ESTATE DELQ NOTICES - PRINT & POSTAGE--GENERAL | $982.78 |
| 192702 | REINHARDT SANDRA | CORRECTIONS OFFICER MED ADMIN & RECERT.TRAINING --JAIL OPS | $1,600.00 |
| | ROCHESTER ARMORED CAR CO INC | ARMORED CAR SERVICE --AUDITOR AND TREASURER | $503.61 |
| | STEPHANIE A SMITH INC | COURT REPORTING APPEARENCE FEE AND MILEAGE --STATES ATTORNEY | $385.00 |
| | SUMMIT FOOD SERVICES | INMATE MEALS - OCTOBER 23 - COMMISSARY | $42,591.97 |
| | THE DIFFERENCE - A HOLISTIC APPROAC | ARPA PROJ #96 PM #2 AUG--COMMISSIONERS | $486.00 |
| | THE DIFFERENCE - A HOLISTIC APPROAC | ARPA PROJ #96 PM #3 SEPT/OCT--COMMISSIONERS | $1,378.00 |
| 192720 | TRINITY HEALTH FOUNDATION | 2023 NO SHAVE NOVEMBER SHERIFF'S OFFICE DONATIONS--GENERAL | $1,580.00 |
| 192703 | TURNKEY CORRECTIONS | INDIGENT SUPPLIES--COMMISSARY | $121.55 |
| 192703 | TURNKEY CORRECTIONS | LAW LIBRARY--COMMISSARY | $161.00 |
| | TYLER TECHNOLOGIES | EXECUTIME -- HUMAN RESOURCE | $8,434.13 |
| | UNITED MAILING SERVICES INC | POSTAGE 10/30 - 11/10--HUMAN SERVICES | $82.99 |
| | UNITED MAILING SERVICES INC | SERVICES 10/30 - 11/10--HUMAN SERVICES | $39.30 |
| | UNITED MAILING SERVICES INC | POSTAGE 11/13 - 11/24--GENERAL | $496.30 |
| | UNITED MAILING SERVICES INC | SERVICES 11/13 - 11/24--GENERAL | $118.67 |
| | VANGUARD APPRAISALS INC | YEARLY SOFTWARE FEEDS--TAX EQUALIZATION | $14,250.00 |
| 192724 | WARD CO RECORDER | REFUND OF OVERPAYMENT FREDRICKSON & BYRON PA--GENERAL | $20.00 |
| | WARD CO SHERIFF'S DEPT. | 2020 FORECLOSURE SERVICE THROUGH 10/26/2023--GENERAL | $20,075.35 |
| 192704 | WEX HEALTH, INC. | FSA MONTHLY FEES - OCT 2023--HUMAN RESOURCES | $164.50 |
| | WIDMER ROEL PC | 2022 AUDIT OF FIN STMTS & SINGLE AUDIT PERIOD ENDING 10/31/23--GEN. | $2,500.00 |
| 192633 | XCEL ENERGY | ELECTRICITY 900 BLDG COLD STORAGE--FACILITY MGMT | $32.04 |
| 192633 | XCEL ENERGY | ELECTRICITY 900 BLDG--FACILITY MGMT | $763.45 |
| | | **Total General Bills:** | **$199,883.65** |

## PARK BOARD BILLS

| CHECK # | VENDOR | DESCRIPTION | AMOUNT |
|---|---|---|---|
| 192635 | XCEL ENERGY | ELECTRIC FOR OLD SETTLERS | $57.84 |
| 192642 | XCEL ENERGY | ELECTRICITY - O.S. PARK PUMP 401 PARK RD | $37.48 |
| | | **Total Park Board Bills:** | **$95.32** |

## ROAD/HIGHWAY BILLS

| CHECK # | VENDOR | DESCRIPTION | AMOUNT |
|---|---|---|---|
| | A-1 EVANS SEPTIC TANK SERVICE | INV #114674 PORTABLE AT ENDRESON PIT | $100.00 |
| | ACME ELECTRIC INC | INV #12024189 SAW FOR UNIT 20 | $32.97 |

| | | | |
|---|---|---|---|
| | AMERICAN TRUCK & TRAILER | INV #32948 HUB COVER DUST CAP FOR UNIT 192 | $16.38 |
| | ASTECH INC | PROGRESS ESTIMATE FOR PROJECT 5100(23) | $79,095.23 |
| | B & G ELECTRIC LLC | INV #2163 OUTLET REPAIR | $716.24 |
| | BUTLER MACHINERY | INV #03CS0051216 CREDIT ON INVOICE 03PS0494966 | -($57.30) |
| | BUTLER MACHINERY | INV #03PS0495101 COOLANT TEMPERATURE SENDER FOR UNIT 109 | $23.39 |
| | BUTLER MACHINERY | INV #03PS0494966 COOLANT TEMPERATURE SENDER FOR UNIT 109 | $57.30 |
| | CAPITAL ONE TRADE CREDIT | INV #D34690 SHOP SUPPLIES | $175.70 |
| | CAPITAL ONE TRADE CREDIT | INV #D34957 SHOP SUPPLIES- BULK FASTENERS | $16.40 |
| | CAPITAL ONE TRADE CREDIT | INV #D33828 GRAB HOOKS FOR MINOT SHOP | $21.98 |
| | DAKOTA FLUID POWER INC | INV #7140600 HYDROLIC HOSES FOR UNIT 145 | $747.73 |
| | DAKOTA PIPE & STEEL | INV #10141 PIPE FOR UNIT 145 | $26.52 |
| | ECOLAB PEST ELIMINATION INC | INV #3900246 NOV DEC SERVICE | $127.02 |
| | GENERAL TRADING CO | INV #307741 SHOP SUPPLIES | $351.40 |
| | GENERAL TRADING CO | INV #307858 BATTERY FOR UNIT 260 | $819.80 |
| | GENERAL TRADING CO | INV #307766 SHOP TOWELS AND GLASS CLEANER | $272.17 |
| | GERDAU | INV #9012588539 EQUIPMENT FOR MOTOGRADERS | $866.55 |
| | GERDAU | INV #9012568285 EQUIPMENT FOR UNIT 5933 | $55.13 |
| | GERDAU | INV #9012561721 EQUIPMENT FOR UNIT 5933 | $1,192.25 |
| | HOUSTON ENGINEERING INC | INV #68230 SOFTWARE IMPLEMENT | $135.75 |
| | IHEARTMEDIA | INV #8820733812 ADVERTISING FROM 10/23/23 THRU 10/28/23 | $877.00 |
| | IHEARTMEDIA | INV #8820745660 ADVERTISING FROM 11/01/23 THRU 11/05/2023 | $715.00 |
| | LAWSON PRODUCTS INC | INV #9311094545 SHOP SUPPLIES | $835.55 |
| | LOCATORS AND SUPPLIES INC | INV #0311190 SAFETY JACKETS | $777.25 |
| | LOCATORS AND SUPPLIES INC | INV #0309866 GLOVES FOR EMPLOYEES | $657.70 |
| | MARCO TECHNOLOGIES, LLC NW7128 | INV #11877275 MONTHLY SUBSCRIPTIONS | $36.00 |
| | MDU - BISMARCK OFFICE | GAS KENMARE SHOP | $105.63 |
| | MDU - BISMARCK OFFICE | GAS 200 72ND ST SE BLDG D | $360.63 |
| | MDU - BISMARCK OFFICE | GAS 200 72ND ST SE BLDG B | $1,030.01 |
| | MDU - BISMARCK OFFICE | GAS 200 72ND ST SE BLDG A | $331.46 |
| | MDU - BISMARCK OFFICE | GAS 200 72ND ST SE BLDG C | $706.56 |
| | MDU - BISMARCK OFFICE | GAS 200 72ND ST SE BLDG E | $112.68 |
| | MENARDS - MINOT | INV #45431 SHOP SUPPLIES-COUPLINGS, GLUE, CHAIN/CABLE LUBE, BATTERIES | $142.93 |
| | MENARDS - MINOT | INV #45459 FALL LAWN FOOD FOR 1202 | $14.99 |
| | MINOT CITY OF, LANDFILL | INV #000669 GARBAGE PICKUP ON 1415 | $10.00 |
| | ND ASSOC OF COUNTIES | NDACo ANNUAL CONFERENCE | $290.00 |
| | NORTHERN PLAINS EQUIPMENT CO I | INV #IC06963 FILTERS FOR UNITS 216 & 217 | $2,028.55 |
| | NORTHERN PLAINS EQUIPMENT CO I | INV #IC06963A PARTS FOR UNIT 216 | $73.08 |
| 192721 | OTTERTAIL POWER CO | DOUGLAS SHOP ELECTRIC | $176.69 |
| | PARKLAND USA CORP DBA FARSTAD OIL | INV #790308-23 BULK DIESEL AND GASOLINE FILL AT MINOT SHOP | $28,217.18 |
| | RDO/POWERPLAN | INV #P8854807 CUTTING EDGES FOR UNIT 91A | $2,780.00 |
| | RDO/POWERPLAN | INV #P8857907 HYDROLIC HOSES FOR UNIT 120 | $1,947.81 |
| | SHERWIN-WILLIAMS | INV #7129-9 PAINT FOR UNIT 5933 | $212.01 |
| | SUNDRE SAND & GRAVEL INC | INV #M110523-24 HAUL SALT & SAND | $21,599.18 |
| | SUNDRE SAND & GRAVEL INC | INV #M103123-75 HAUL SALT & SAND | $1,639.74 |
| | SUNDRE SAND & GRAVEL INC | INV #M102923-37 HAUL SALT & SAND | $43,695.48 |
| | SWANSTON EQUIPMENT CO | INV #P62122 COUPLER FOR UNIT 42P | $42.66 |
| | SWANSTON EQUIPMENT CO | INV #P61942 CLAMPING KNOBS FOR UNIT 5205 | $21.96 |
| | TRI N PROPANE | SAWYER SHOP PROPANE | $191.44 |
| | TRI N PROPANE | DOUGLAS SHOP PROPANE | $254.40 |
| | | **Total Road/Highway Bills:** | **$194,676.18** |

| VISION ZERO BILLS | | | |
|---|---|---|---|
| **CHECK #** | **VENDOR** | **DESCRIPTION** | **AMOUNT** |
| | | | $0.00 |
| | | **Total Vision Zero Bills:** | **$0.00** |

**GRAND TOTAL** **$394,655.15**

**WARD COUNTY HUMAN SERVICE ZONE**
**LISTING OF BILLS**
**BILLS PAID - December 5, 2023**
**ZONE BOARD REVIEW- December 19, 2023**

**HUMAN SERVICE ZONE**

| VENDOR | DESCRIPTION | AMOUNT |
|---|---|---|
| Stacey Evanitus | FHRR-Xmas Presents/Clothes | 500.00 |
| Gaffaney's of Minot Inc | Office Furniture-Quote B | 49,560.00 |
| Kory Gartner | Employee Travel 10/9-11/22 | 132.97 |
| LabCorp | S&P-Paternity Test | 76.00 |
| Nicole Lang | Employee Travel/Meals 11/6-16 | 516.40 |
| Slim Lee | Employee Travel 10/23-11/16 | 211.57 |
| Marissa Mutschler | Employee Travel 11/8-11/21 | 177.51 |
| Marissa Mutschler | S&P-Laundry Money BE | 10.00 |
| ND HSZ Zone Director Assn | Strategic Planning Responsibility | 273.68 |
| Valerie Potter | Employee Travel 11/6-11/16 | 19.65 |
| Erin Rafferty | S&P-Laundry Money BE | 20.00 |
| Riverside Technologies Dept | Monitors | 3,621.00 |
| Alexandria Roque | Employee Travel 11/9 | 30.79 |
| Jodi Schilling | FHRR-Xmas Presents/Food | 250.00 |
| Terrie Tree Top | FHRR-Xmas Presents/Food | 250.00 |
| Emily Westlake | Employee Travel 9/8-11/22 | 81.88 |
| | | |
| **TOTAL** | | **55,731.45** |

# SHORT FORM OF AGREEMENT
# BETWEEN OWNER AND ENGINEER
# FOR PROFESSIONAL SERVICES

This is an Agreement between **Ward County** (Owner) and **Ackerman-Estvold Engineering & Management Consulting, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Galusha Ranch Paving District** (Project). Engineer's services under this Agreement (Services) are generally identified as **Design Engineering and construction Resident Project Representative services for the paving of existing gravel roads within the Galusha Ranch First and Second Additions as outlined in the Engineer's Report for the Galusha Ranch Paving District (Appendix 4). Services shall include topographic survey, final design, assistance with public meetings (if necessary), bid administration, construction administration, RPR services, construction staking, and record drawings.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within the following specific time period: **Topographic Survey will commence upon execution of the contract. Final design will be completed by March 1, 2024.**

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B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.0.**

E. Basis of Payment

1. Hourly Rates. Owner shall pay Engineer for Services as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b. Engineer's Standard Hourly Rates are attached as Appendix 1.

c. The total compensation for Services and reimbursement of expenses is estimated to be **$145,600 (not to exceed without written authorization).**

1) Fees are based on the City of Minot Guidelines for Engineering Services using the EOPC of $1,120,000 and 13% per the guidelines.

2) Fee include attendance at one public hearing (if necessary).


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3) Traffic Studies, Environmental Report, Drainage Studies, Right-of-Way Plats, and Easement documents will be completed as an additional service if requested by the Owner.

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will


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be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for


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related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and


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Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral


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understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Appendix 3, EJCDC C-626, Notice of Acceptability of Work

Appendix 4, Engineer's Report, Galusha Ranch Paving District


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This Agreement's Effective Date is **November 21, 2023.**

| Owner: | Engineer: |
|---|---|
| Ward County, North Dakota | Ackerman-Estvold Engineering & Management Consulting, Inc. |
| (name of organization) | (name of organization) |
| By: _____ | By: _____ |
| (authorized individual's signature) | (authorized individual's signature) |
| Date: _____ | Date: 11/14/2023 |
| (date signed) | (date signed) |
| Name: _____ | Name: Patrick Samson |
| (typed or printed) | (typed or printed) |
| Title: _____ | Title: Vice President |
| (typed or printed) | (typed or printed) |
| Address for giving notices: | Address for giving notices: |
| _____ | Ackerman-Estvold |
| _____ | 1907 17th Street SE |
| _____ | Minot, ND 58701 |
| Designated Representative: | Designated Representative: |
| Name: _____ | Name: Patrick Samson |
| (typed or printed) | (typed or printed) |
| Title: _____ | Title: Vice President |
| (typed or printed) | (typed or printed) |
| Address: | Address: |
| _____ | Ackerman-Estvold |
| _____ | 1907 17th Street SE |
| _____ | Minot, ND 58701 |
| Phone: _____ | Phone: 701-837-8737 |
| Email: _____ | Email: Patrick.samson@ackerman-estvold.com |


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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **11/21/2023.**

# ENGINEER'S STANDARD HOURLY RATES

## 2023 Rate Schedule

**Labor Rates**

| Classification | Hourly Rate |
|---|---|
| Engineer 1 | $145 |
| Engineer 2 | $165 |
| Engineer 3 | $185 |
| Engineer 4 | $205 |
| Engineer 5 | $225 |
| Engineer 6 | $245 |
| Engineer 7 | $260 |
| Architect 1 | $140 |
| Architect 2 | $165 |
| Architect 3 | $190 |
| Architect 4 | $235 |
| Landscape Architect 1 | $140 |
| Landscape Architect 2 | $165 |
| Landscape Architect 3 | $190 |
| Landscape Architect 4 | $235 |
| Technician 1 | $90 |
| Technician 2 | $115 |
| Technician 3 | $130 |
| Technician 4 | $155 |
| Technician 5 | $180 |
| Technician 6 | $200 |
| Administrative 1 | $90 |
| Administrative 2 | $115 |
| Administrative 3 | $155 |
| Administrative 4 | $180 |

**Reimbursable Expenses**

| Item | Rate |
|---|---|
| Mileage | IRS Rate |
| Photocopies | $0.25/copy |
| Plots | $1.00/s.f. |
| Outside Services * | Cost x 1.10 |
| Out of Pocket Expenses ** | at cost |

* Includes laboratory testing, architectural and engineering consultants, surveying, etc.

** Includes telephone, postage, subsistence, technical literature, equipment rental, etc.

Notes:

(1) Rates are subject to increase annually on January 1.

(2) Overtime will be billed at 1.5x the listed rates for Technicians and some Administrative staff.

(3) Regardless of hours worked, all work on Sundays or holidays acknowledged by Ackerman-Estvold shall be considered overtime if required by the client or contract.


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This is **Appendix 2, Duties, Responsibilities, and Limitations of Resident Project Representative**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **11/21/2023.**

# DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

**ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES**

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

2.01 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.


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3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.


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9. Review of Work; Defective Work

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

    b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

    c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

    a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

    b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

    c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

    d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

    e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

    f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

    a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

    b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific


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observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.


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b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

3.01 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

Accept Shop Drawing or Sample submittals from anyone other than Contractor.


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This is **Appendix 3, EJCDC C-626, Notice of Acceptability of Work**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **11/21/2023.**

## NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

| | |
|---|---|
| Owner: | Owner's Project No.: |
| Engineer: | Engineer's Project No.: |
| Contractor: | Contractor's Project No.: |
| Project: | |
| Contract Name: | |
| Notice Date: | Effective Date of the Construction Contract: |

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____


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This is **Appendix 4, Engineer's Report, Galusha Ranch Paving District**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **11/21/2023.**

# ENGINEER'S REPORT

# GALUSHA RANCH PAVING DISTRICT

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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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:

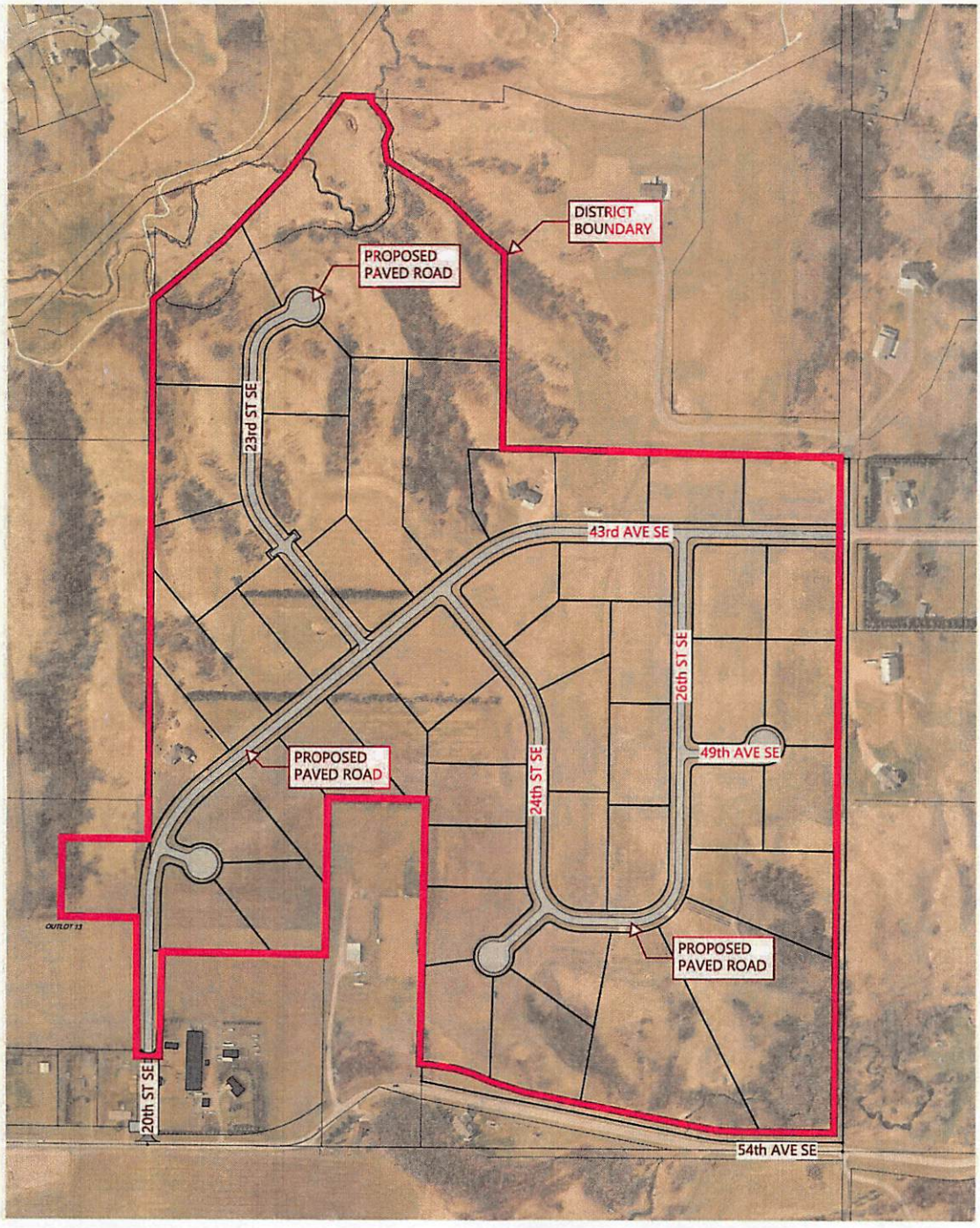
| | |
|---|---|
| Construction | $ 1,120,000 |
| 10% Contingency | $ 112,000 |
| 20% Incidental (engineering, admin, etc.) | $ 224,000 |
| **Total Project Cost** | **$ 1,456,000** |

## VI. Recommendation

The petitioner is requesting that the project be completed in the 2023or 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


DISTRICT BOUNDARY
PROPOSED PAVED ROAD
23rd ST SE
43rd AVE SE
26th ST SE
49th AVE SE
24th ST SE
PROPOSED PAVED ROAD
PROPOSED PAVED ROAD
OUTLOT 13
20th ST SE
54th AVE SE

**Ward County Paving District**
**Galusha Ranch Addition**

**Scope:**
Hot Bituminous Paving of the gravel roads witinin the Galusha Ranch Addition

| Property | Owner | Petitioned Area Acre | Petitioned Area Percent | Estimated Assessment | Property Address | Mailing Address |
|---|---|---|---|---|---|---|
| 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 witinin the Galusha Ranch Addition

| Property | Owner | Petitioned Area Acre | Petitioned Area Percent | Estimated Assessment | Property Address | Mailing 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 Incedendental 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

ACKERMAN ESTVOLD

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** |

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

DATE: November 28, 2023
TO: Ward County Board of Commission
FROM Noreen Wilkie, Ward County Tax Director
SUBJECT: Planning and Zoning Items from Planning Commission

# MEMORANDOM

**Public Hearing:**

1. Daryl Sangray

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

Outlot 37 of N2NE Less ROW S11-155-85

The applicant is requesting a special use permit to place an accessory dwelling on Outlot 37 which is 2 acres. Ward County zoning applies with the Township recommending approval.

Planning Commission recommends approval of the Special Use Permit application based on the finding of facts and documentation from First District Health Unit approving the septic minimum standards.

A. Regular Agenda

2. Dave Kohlman

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

Lots 1 & 2 Dakota Ridge Estates 6th Addition

The applicant is requesting to adjust a lot line within a subdivision. The lot will continue to be used for future residential purposes. Ward County zoning applies with township recommending approval of the subdivision plat.

Planning Commisssion recommends approval of the Subdivision plat based on finding of facts and staff recommendation.

3. Joanne Rademacher

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

Proposed Outlot 1 of the NW4NE4 and the SW4NE4 Sec15-156-85

The applicant is proposing to parcel an outlot, proposed outlot 1 is 28.59 acres. This outlot is for future agricultural purposes. Ward County zoning applies with the township PENDING.

Planning Commission recommends approval of the Outlot application based on finding of facts and staff recommendation and township approval.

4. Amanda & Don Aasen

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

Proposed Outlot 1 and Outlot 2 of the N2SW4SW4 Sec 21-154-82

The applicant is proposing to parcel Outlots 1 and 2. Proposed Outlot 1 is 14.11 acres and Outlot 2 is 4.65 acres. This outlot is for future residential purposes. Ward County zoning applies with the township recommending approval.

Planning Commission recommends approval of the Outlot applications based on finding of facts and staff recommendation.

5. Deb Fogarty

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

Proposed Outlot 11 lying in an unplatted portion of the SW4NW4,
SE4NW4 and the NE4SW4 Sec 8-154-83

The applicant is proposing to parcel an outlot, proposed outlot 11 is 14.31 acres. This outlot is for future residential purposes. Ward County zoning applies with the township recommending approval.

Planning Commission recommends approval of the Outlot application based on finding of facts and staff recommendation.

cc: Ward County Commissioners
Regular Mailing List

PLANNING AND ZONING ADMINISTRATOR

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

**Item #: 1**

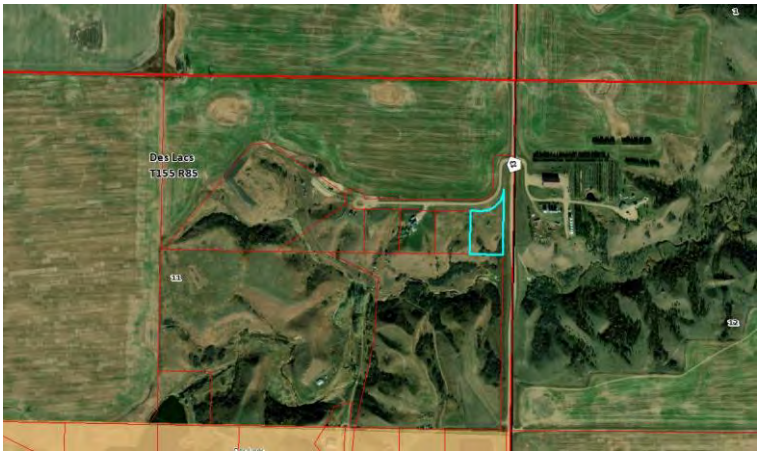
# Planning Commission
# Staff Report

**1st Reading Meeting Date: October 19th, 2023**
**2nd Reading Meeting Date: November 16th, 2023**

**Applicant:** Daryl Sangray
17001 Trestleview Rd Des Lacs, ND 58733
701.721.2924
**Owner:** Daryl Sangray
**Current legal description:** Olt 37 of N2NE Less ROW S11-155-85 A2.00 Des Lacs Twp
**Address: (if applicable)** 17001 Trestleview Rd Des Lacs, ND 58733
**Township** Des Lacs Township
**Current Zoning:** Ward County Rural
**Zoning Ordinance Reference:** Ward County Zoning Dist. 2

**PROJECT DESCRIPTION:**
The applicant is requesting a Special Use Permit for an accessory dwelling.

**FINDINGS OF FACT:**
1. Proposed addition of a single family home placed on a lot with an existing building with living quarters.
2. The land is currently residential and will be used for residential purposes.






**HIGHWAY ENGINEERING CONSIDERATIONS:**

No Comment

**TOWNSHIP RECOMMENDATION:**

Based upon review Des Lacs Township has responded and the Des Lacs Township Board of Supervisors has recommended the SUP be approved without comment or objection.

**WATERBOARD RECOMMENDATION:**

Based upon review and recommendation of the Water Resource Board Engineer, the special use permit 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.

WARD COUNTY 1885

**Planning/Zoning Office**

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

# SPECIAL USE PERMIT $200

**Permit Number:** _____

## APPLICANT INFORMATION

| | |
|---|---|
| Name: Daryl Sangray | Phone: 701-721-2924 |
| Email Address: daryl.grayson@gmail.com | |
| Current Address: 17001 Trestleview Rd. | |

## SUBJECT PROPERTY INFORMATION

Legal Description: ~~Outlot 1 lying in the N2 4-157-86~~ Olt 37 of N2NE Less ROW 511-155-85 Des Lacs Twp (New corrected legal description per owner 11/9/23)

Address: (If Applicable) 17001 Trestleview Rd.

| | | |
|---|---|---|
| Building Foot Print: (SF) 2400 | Number of Stories: 1 | Total SF of Structure: 3700 |
| Parcel Size: (SF) 2 ac | Existing Use: residential | |
| Off Street Parking: | On Street Parking: | X New Construction O Addition |

## DESCRIBE THE PROPOSED PROJECT

Addition of accessory dwelling (primary structure)

## OWNER INFORMATION

| | |
|---|---|
| Name: SAME | Phone: |
| Address: | |
| Email Address: | |

## CONTRACTOR INFORMATION (IF APPLICABLE)

| | |
|---|---|
| Name: GC Self | License Number: |
| Address: | Phone: |
| Email Address: | |

## SIGNATURE

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

Signature of applicant: _____ Date: 9/13/23

## OFFCIAL USE

Date rcvd: 9/13 | Received by: _____ | Paid: Yes/No | Date: 9/13 | Method: Check

Staff Check List:
- ✓ PHN to MDN: Sent 9/28
- ✓ PHN to Ntfn Area: Sent 10/25
- O Comment rcvd: Y____ N____
- ✓ Insp Rcmd: Sent 9/28 Rcvd 10/10
- ✓ Staff report written X 1st X 2nd

PC Action:
First Reading
Approve to 2nd Reading

Second Reading
Approve W/stipulation from 1st Dist Health meets septic requirements standards 11/16/23

CC Action:
X

Date: _____

Certified Mail Tracking #: 7016 2710 0000 4318 7410

MIDLAND ATLAS CO. LLC
WATFORD CITY, NORTH DAKOTA

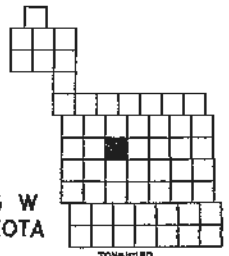
# MAP OF
# DES LACS

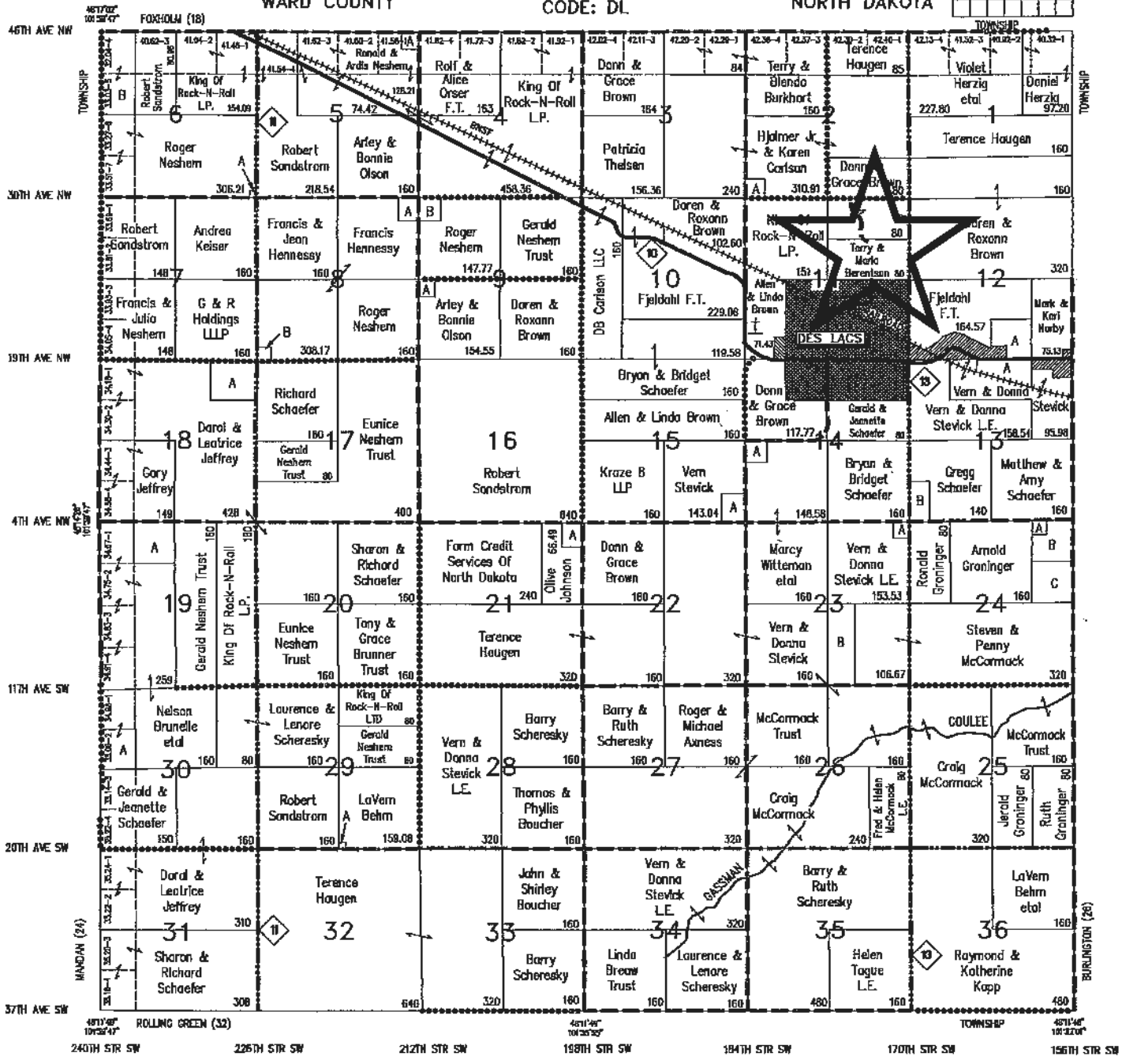
MIDLAND ATLAS COMPANY LLC COPYRIGHT 2011

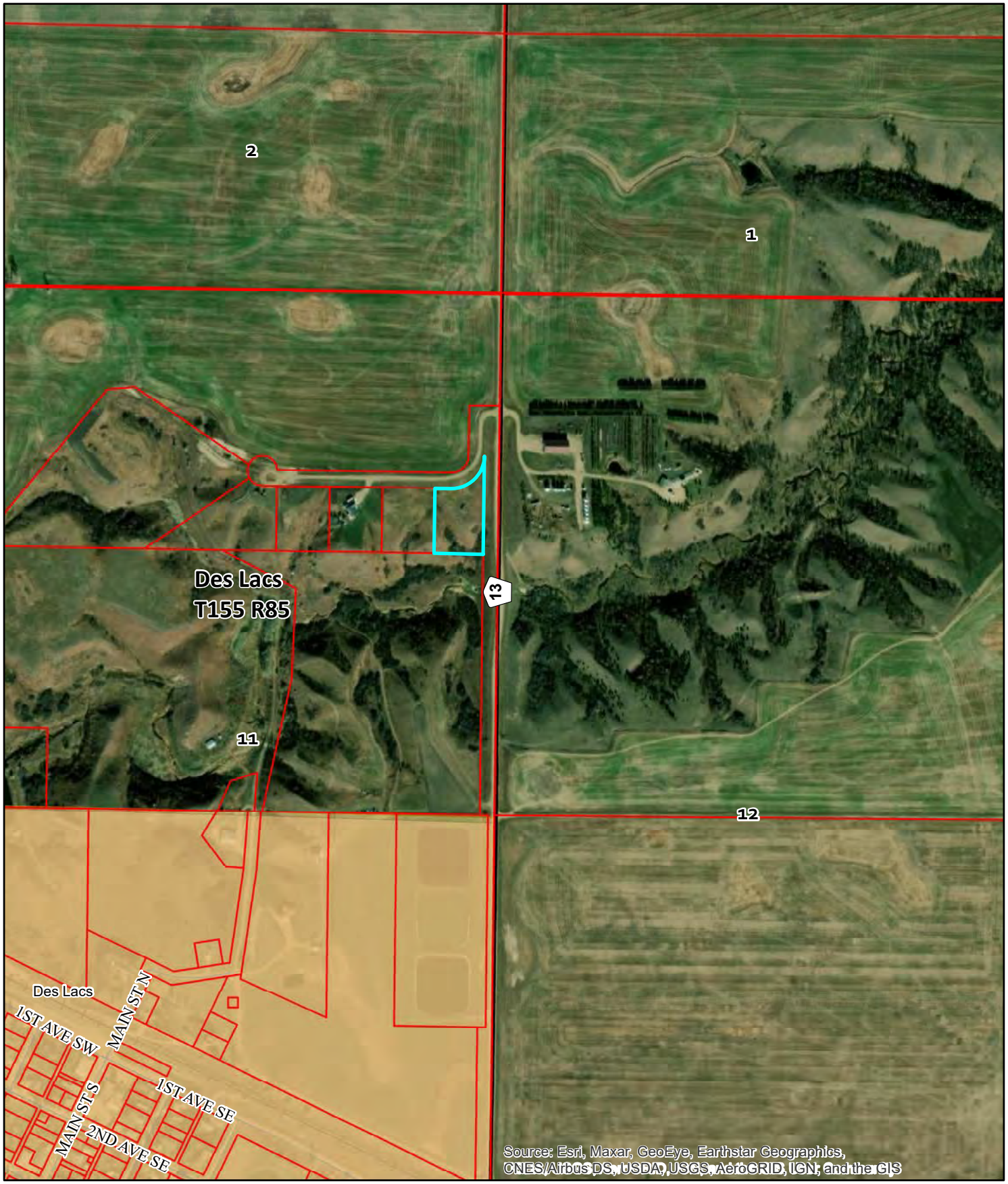
TOWNSHIP: 155 N
WARD COUNTY

CODE: DL

RANGE: 85 W
NORTH DAKOTA








Daryl Sangray
Special Use Application
11-155-85
Des Lacs Township

N
W
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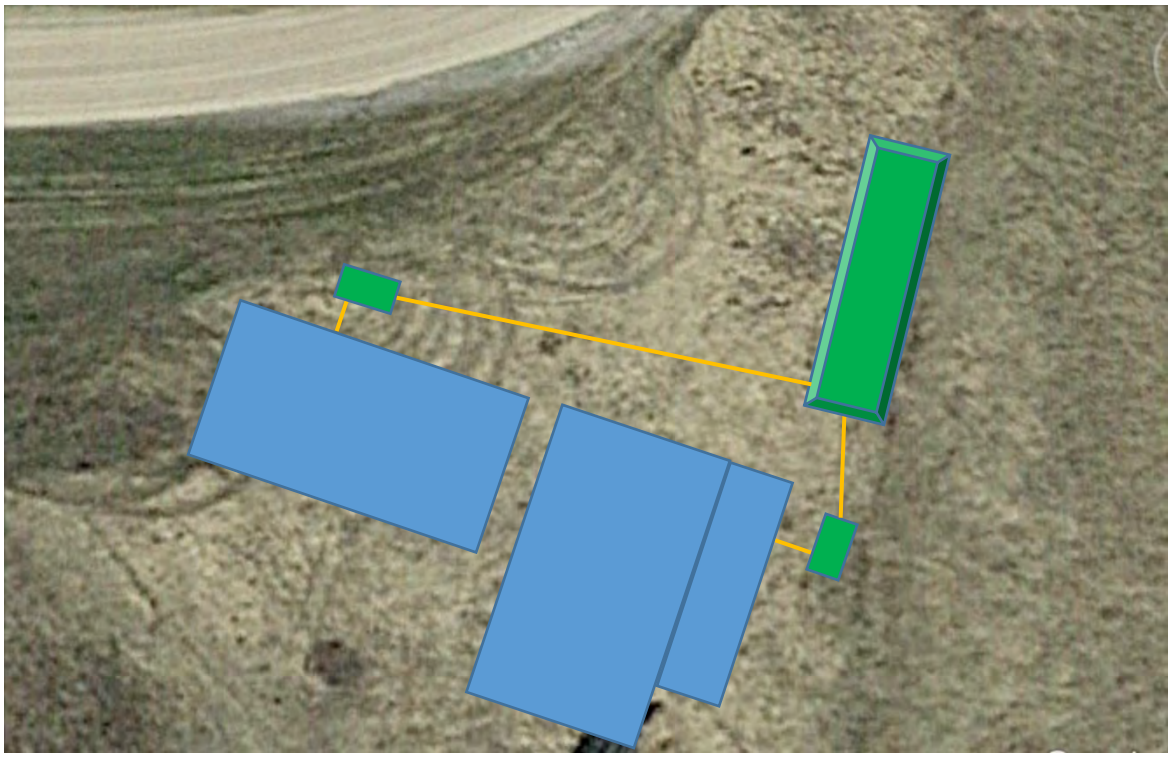
Ward County Parcels
PlatsApplications

0 315 630 1,260 Feet


N
DL11005U030000
TRESTLE VIEW RD
PROPOSED
EXISTING
Distance: 245.8 Feet
HIST NW
DL110990000380
DL110990000360
DL110990000370
DL120020000000
Distance: 327 Feet
DL110990000260
© All EagleView Technology Corporation

# SITE LAYOUT AND CONSTRUCTION NOTES

N



Layout may be modified if in accordance with codes & with written FDHU approval but the size of the tanks and soil treatment area must equal or exceed the minimum design value

| Minimum Setback Distances | | |
|---|---|---|
| | | |
| Feature | Sewage Tanks & Holding Tanks | Soil Treatment Area & Distribution Device |
| Wells | 100 ft | 100 ft |
| Buried Pipe Distributing Water Under Pressure | 10 ft | 10 ft |
| Surface Water Bodies | 100 ft | 100 ft |
| Property Lines | 10 ft | 10 ft |
| Buildings | 10 ft | 20 ft |

Depth of Well: N/A

Depth to Mottled Soil: 5 ft

- Two manholes and an effluent screen for the septic tank are needed.
- Cover the tank and pipes with 2-inch board insulation.
- Inspection ports for the bed are required.
- **Combination tanks that contain the septic tank and pump chamber in one tank should be used to save space.**
- **No traffic on the system or the installation area.**
- Respect all setbacks.

# Construction Notes: Pressurized Bed

- **Remove 24 inches of soil in the 15 ft x 70 ft bed area and level the bottom of the bed.**
- **Will need 3 2-inch laterals in the 15-foot wide bed. Drill ¼-inch perforations spaced every three feet pointed up to prevent erosion. Drill ¼-inch perforations pointed down at the beginning and end of each lateral to allow the effluent in the pipe to drain out between pump cycles.**
- **Install small concrete blocks under the bottom facing holes.**
- **Install pressure dosed chambers. Set chambers and zip-tie pipe to chambers – use 45 degree elbows on pipe at far ends of bed and bring to surface with threaded cleanouts.**
- **Place sand around chambers and over bed to support placement of filter fabric.**
- **Place filter fabric over entire bed area.**
- **Place 18 inches (settled depth) of topsoil over the bed and extending out over scarified area. Taper edge of fill to a slope of 3:1 or flatter.**
- **Grade the area of the bed to prevent water from ponding on or adjacent to the bed.**
- **Place grass seed over the disturbed area to prevent erosion. Straw can be placed over disturbed area in addition to the grass seed to prevent erosion until the grass is established.**
- **An inspection port for the seepage bed is required.**
- **The pump chamber shall be installed so that effluent in the pump line drains back into the pump chamber between pump cycles to prevent freezing. If the system layout needs to be revised to accomplish this, please contact FDHU.**
- **Grade the area around the pump tank to prevent surface drainage from infiltrating into the pump chamber.**
- **No traffic on the installation area or the installed system.**
- **Respect all and any setbacks.**
- **May install sprinkler valve boxes over cleanouts and viewport. Install valve boxes one inch above finish grade.**

**FIRST DISTRICT HEALTH UNIT**
**MAILING:** PO BOX 1268, MINOT, ND 58702-1268
**PHYSICAL:** 801 11TH AVE SW, MINOT, ND 58701
**PHONE:** .....
**FAX:** 701-852-5043

Permit # **WA22-00038**
ACTIVE

Bottineau, Burke, McHenry, McLean, Renville, Sheridan & Ward Counties

# ONSITE SEWAGE TREATMENT SYSTEM PERMIT

Applicant's Name: _____ Phone #: _____

Owners Name: DARYL SANGRAY, CHRISTY SANGRAY, CASEY S( Phone #: (701) 721-2924

Current Mailing Address: 2105 8TH NW AVE, MINOT, ND 58703

Property Address: TRESTLE VIEW RD
DES LACS, ND 58733

Latitude & Longitude: 48.266192000, -101.556339000

Legal Description: NE 1/4 NE 1/4 Section: 11 Township: 155 N Range: 85 W

Subdivision: _____ Lot: OTL 37 Block: _____ Size (acres): 2

| Type of Installation | Type of System | Type of Use | Distribution of Effluent | Water Supply |
|---|---|---|---|---|
| ■ New System | ☐ Trenches | ■ Residential | ☐ Gravity | ☐ Private |
| ☐ Expansion | ☐ Seepage Bed | ☐ Non-Residential | ■ Pressure | ☐ Shared |
| ☐ Repair | ■ At-Grade | | | ■ Public |
| ☐ Tank Only | ☐ Mound | | | |
| | ☐ Other | | | |

1. Water supply to be constructed in accordance with Regulation 43.35 and ND plumbing code.

2. All information given to designer with regards to size/capacity of dwelling is correct and complete. Any changes to number of bedrooms or future additions must be disclosed or design is invalid.

3. Sewage treatment system must be installed in accordance with ND plumbing code and FDHU's Regulation #10.

4. Homeowner and/or contractor are responsible for ensuring all lot lines and setbacks are observed during system installation.

5. Permit expires one (1) year after date issued.

Bedrooms: 5
Bathrooms: 4
Design Flow: 750 gallons per day
Soil Type: clay/loam

Working Gallonage of Septic Tank: 1250 x 2 gallons

Working Gallonage of Pump Tank: 300 x 2 gallons

Minimum Square Footage: 1050 $ft^2$

Number of Laterals: 3

Field Dimensions: 15'x70'

Maximum Depth: 24 inches

## THIS SECTION TO BE FILLED OUT BY OWNER

Sewer Contractor: _____

FDHU License Number: _____

Note: Sewer contractors must be licensed through FDHU in order to install sewage treatment systems in this health district.

Owner's Signature: _____ Date: _____

**Final approval of this permit requires inspection of the uncovered system. FDHU must be notified 48 hours prior to backfilling.**

_____
EHS Permit Issued Signature

JACOB WINDSOR 07/11/2022
EHS Date

PLANNING AND ZONING ADMINISTRATOR

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

**Regular Agenda Item #: 2**
**Recommendations**
**Staff: Approval w/ Conditions**
**Township: Approval w/o Conditions**
**Water Board: Approval w/Conditions**

# Planning Commission
# Staff Report

**Meeting Date 1st Reading: October 19th, 2023**
**Meeting Date 2nd Reading: November 16th, 2023**

**Applicant:** Dave Kohlman
12560 Dakota Ridge Rd. Minot, ND 58701
701.720.3058
**Owner:** Dave & Mindee Kohlman, Bill & Mary Miller
**Current legal description:** Lots 1 & 2 Dakota Ridge Estates 4th Addition
**Proposed legal description:** Lots 1 & 2 Dakota Ridge Estates 6th Addition
**Address: (if applicable)** 12560 Dakota Ridge Rd. Minot, ND 58701
**Township:** Sawyer Township
**Current Zoning:** Rural
**Zoning Ordinance Reference:** Ward County Zoning

## PROJECT DESCRIPTION:

The applicant is requesting to adjust a lot line within a subdivision. The lot will continue to be used for future residential purposes.

## RECOMMENDATION:

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

## FINDINGS OF FACT:

1. Proposed lot 1 is 6.00 acres, proposed lot 2 is 4.00.
2. The land is currently residential and will be used for residential purposes.
3. The subdivision has access from Dakota Ridge Rd on the Southwest side of the proposed lots.




**PLANNING AND ZONING CONSIDERATIONS:**

The applicant is proposing to adjust a subdivision lot line. The lot will continue to be used for residential purposes. Proposed lot 1 is 6.00 acres, proposed lot 2 is 4.00. All proposed lots meet the Ward County 2.00 acre minimum for the Rural Zone.

**HIGHWAY ENGINEERING CONSIDERATIONS:**

Proposed subdivision appears to be adjusting property lines between existing developed outlot that currently have access onto an existing roadway and proposed changes would not impact their existing access.

**TOWNSHIP RECOMMENDATION:**

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

**WATERBOARD RECOMMENDATION:**

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

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

WARD COUNTY 1885
Planning/Zoning Office
900 13th St. SE • P.O. Box 5005 • Minot, ND 58702-5005 • (701) 838-2810 • Fax (701) 838-3801

# PLAT APPLICATION $50/LOT

## APPLICANT INFORMATION

Name: Dave Kohlman | Phone: 701-720-3058

Email Address:

Mailing Address: 12560 Dakota Ridge Road minot, 58701

## SUBJECT PROPERTY INFORMATION

Proposed Name of Plat(s): Lots 1-2 of Dakota Ridge Estates 6th Addn.

Legal Description: Lots 1-2 of Dakota Ridge Estates 4th Addn.

Address: (If Applicable)

Proposed use: | Existing Use: | Number of Lots Proposed: 1

## OWNER OF RECORD INFORMATION

Name: Dave Kohlman | Phone: 701-720-3058

Address: 12560 Dakota Ridge Road minot 58701

Email Address:

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

## SIGNATURE

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

Signature of applicant: | Date: 8-23-23

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

## OFFCIAL USE

Current Zoning: Rural | Paid: (Yes) / No | Amount Paid: 50.00 | Payment method/date: Check 8/29/23

Date Received: 8/23 | Received By:

Staff Check List:
- ✓ Insp rcmd sent 9/28 Received 10/5
- ✓ WRD rcmd sent 9/28 Received 9/29
- ✓ Rcdr Rvw sent 9/28 Received 9/28
- ✓ Staff report written X 1st X 2nd

PC Action: 1st Approved to 2nd Reading
2nd Approved 11/16/23

CC Action:

7016 2710 0000 4318 7403

MIDLAND ATLAS CO, LLC
WATFORD CITY, NORTH DAKOTA

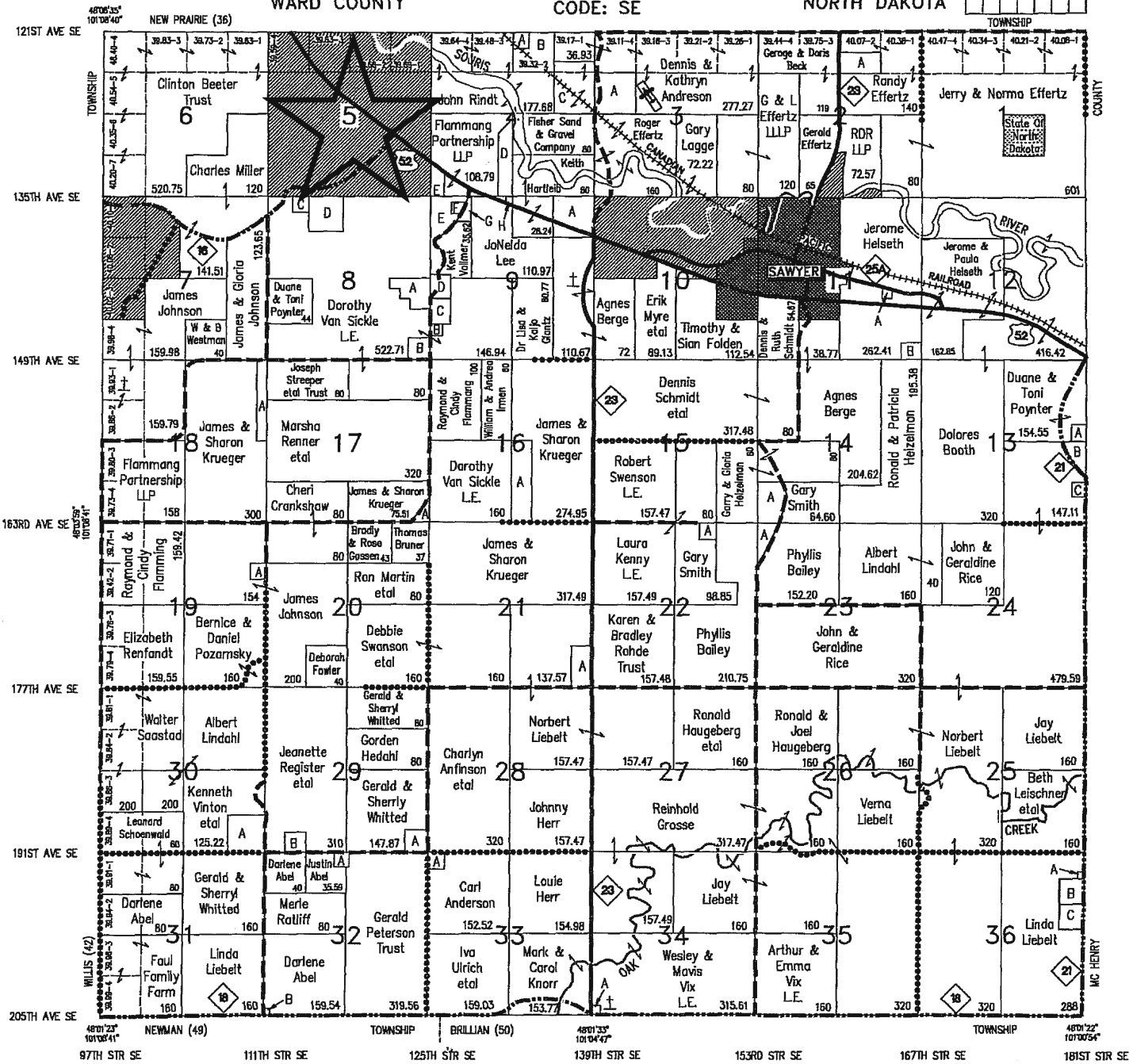
# MAP OF SAWYER

MIDLAND ATLAS COMPANY LLC COPYRIGHT 2011

TOWNSHIP: 153 N
WARD COUNTY

CODE: SE

RANGE: 81 W
NORTH DAKOTA




SEE LETTERED SMALL TRACTS DIRECTORY FOLLOWING TOWNSHIP MAPS

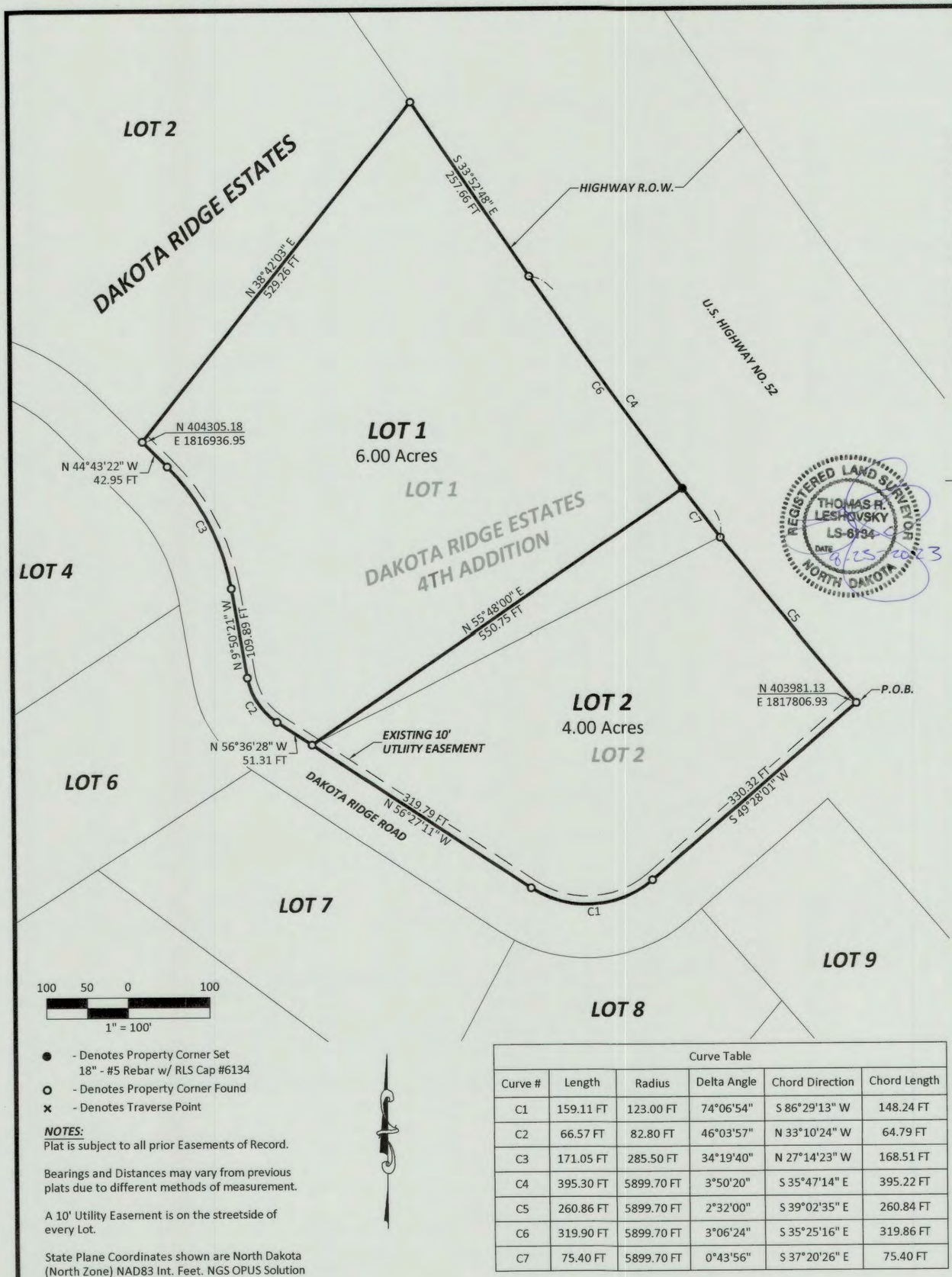

**EXCAVATING INC.**
ALL TYPES OF EXCAVATING
Certified Tank Removal & Installation
COMMERCIAL/MUNCIPAL
Excavating - Grading/Fill
Gravel/Crushed Asphalt
Water/Sewer - Septic Systems
Basements - Trucking
Demolition - Landscaping
Email: mailbox@excavatinginc.com
5820 Hwy 2 East, Minot, ND (701) 839-1817
6218 53rd Ave SW, Fargo, ND (701) 277-1884

**Hovde Insurance Agency**
Car - Home - Commercial - Health - Life - Disability
Long Term Care - State Farm Bank
Darrel V. Hovde, Agent
111 11th Ave SW - PO Box 1806
Minot, ND
(Next to Toad's Superpumper Ride-N-Shine)
(701) 852-2757 - Res. (701) 838-5679 - Fax: (701) 852-3320

ACKERMAN SURVEYING & ASSOCIATES, INC.
Lot Surveys - Subdivisions - Land Boundaries - Land Planning
Topographic & Construction Surveys - GPS Services
Rolly B. Ackerman, Robby L. Berard & Aaron J. Anderson
Registered Land Surveyors
6008 Highway 2 East, Minot, ND 58701
(701) 838-0786 Fax: (701) 837-1990
www.ackermansurvey.com email: landsurvey5@rt.com

# DAKOTA RIDGE ESTATES 6TH ADDITION

## Being Lots 1 and 2 of Dakota Ridge Estates 4th Addition, to Ward County, North Dakota




- ● - Denotes Property Corner Set 18" - #5 Rebar w/ RLS Cap #6134
- o - Denotes Property Corner Found
- × - Denotes Traverse Point

***NOTES:***

Plat is subject to all prior Easements of Record.

Bearings and Distances may vary from previous plats due to different methods of measurement.

A 10' Utility Easement is on the streetside of every Lot.

State Plane Coordinates shown are North Dakota (North Zone) NAD83 Int. Feet. NGS OPUS Solution was used to establish coordinates.

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta Angle | Chord Direction | Chord Length |
| C1 | 159.11 FT | 123.00 FT | 74°06'54" | S 86°29'13" W | 148.24 FT |
| C2 | 66.57 FT | 82.80 FT | 46°03'57" | N 33°10'24" W | 64.79 FT |
| C3 | 171.05 FT | 285.50 FT | 34°19'40" | N 27°14'23" W | 168.51 FT |
| C4 | 395.30 FT | 5899.70 FT | 3°50'20" | S 35°47'14" E | 395.22 FT |
| C5 | 260.86 FT | 5899.70 FT | 2°32'00" | S 39°02'35" E | 260.84 FT |
| C6 | 319.90 FT | 5899.70 FT | 3°06'24" | S 35°25'16" E | 319.86 FT |
| C7 | 75.40 FT | 5899.70 FT | 0°43'56" | S 37°20'26" E | 75.40 FT |

***DESCRIPTION:***

Know all men by these presents that William E Miller II and Mary H. M. Miller, being Owners and Proprietors, of Lot 1 of Dakota Ridge Estates 4th Addition, to Ward County, North Dakota and Dave & Mindee Kohlman, being Owners and Proprietors, of Lot 2 of Dakota Ridge Estates 4th Addition, to Ward County, North Dakota, being more particularly described as follows:

Beginning at the Northeast Property Corner, of Lot 2, of Dakota Ridge Estates 4th Addition, a Plat being on file at the Ward County Recorder's Office; Thence S 49°28'01" W, on a Property Line, of said Lot 2, a distance of 330.32 FT, to a Property Corner of said Lot 2; Thence along a Curve to the Right, on a Property Line, of said Lot 2, said Curve having a Length of 159.11 FT, a Radius of 123.00 FT, and a Delta Angle of 74°06'54", to a Property Corner of said Lot 2; Thence N 56°27'11" W, on a Property Line, of said Lot 2, a distance of 319.79 FT, to the Southwest Property Corner of said Lot 2; Thence N 56°36'28" W, on a Property Line, of Lot 1, of said Dakota Ridge Estates 4th Addition, a distance of 51.31 FT; Thence along a Curve to the Right, on a Property Line, of said Lot 1, said Curve having a Length of 66.57 FT, a Radius of 82.80 FT, and a Delta Angle of 46°03'57", to a Property Corner of said Lot 1; Thence N 9°50'21" W, on a Property Line, of said Lot 1, a distance of 109.89 FT, to a Property Corner of said Lot 1; Thence along a Curve to the Left, on a Property Line, of said Lot 1, said Curve having a Length of 171.05 FT, a Radius of 285.50 FT, and a Delta Angle of 34°19'40", to a Property Corner of said Lot 1; Thence N 44°43'22" W, on a Property Line, of said Lot 1, a distance of 42.95 FT, to the Southwest Property Corner of said Lot 1; Thence N 38°42'03" E, on a Property Line, of said Lot 1, a distance of 529.26 FT, to the Northwest Property Corner of said Lot 1; Thence S 33°52'48" E, on a Property Line, of said Lot 1, a distance of 257.66 FT, to a Property Corner of said Lot 1; Thence along a Curve to the Left, on a Property Line, of said Lot 1, said Curve having a Length of 395.30 FT, a Radius of 5899.70 FT, and a Delta Angle of 3°50'20", to the Southeast Property Corner of said Lot 1; Thence along a Curve to the Left, on a Property Line, of said Lot 2, said Curve having a Length of 260.86 FT, a Radius of 5899.70 FT, and a Delta Angle of 2°32'00", to the Point of Beginning.

Said described tract, of land contains 10.00 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Dakota Ridge Estates 6th Addition, to Ward County, North Dakota and hereby dedicate and donate road rights, of ways and easements as shown to the public for public use forever, in witness whereof, the owners hereunto affixed their signatures.

William E Miller II — Mary H. M. Miller — Dave Kohlman — Mindee Kohlman

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 24th Day of August, 2023, before me, a Notary Public in and for said State, Appeared William E Miller II and Mary H. M. Miller, well known to be the persons described in the foregoing description and acknowledged to me that they executed the same on their own free act and deed.

My commission expires

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

Notary Public, State of North Dakota

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 24th Day of August, 2023, before me, a Notary Public in and for said State, Appeared Dave & Mindee Kohlman, well known to be the persons described in the foregoing description and acknowledged to me that they executed the same on their own free act and deed.

My commission expires

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

Notary Public, State of North Dakota

***SURVEYOR'S CERTIFICATE***

I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge and Belief.

REGISTERED LAND SURVEYOR
THOMAS R. LESHOVSKY
LS-6134
DATE 8/23/2023
NORTH DAKOTA

Thomas R. Leshovsky P.L.S. #6134

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 23rd Day of August, 2023, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

My commission expires

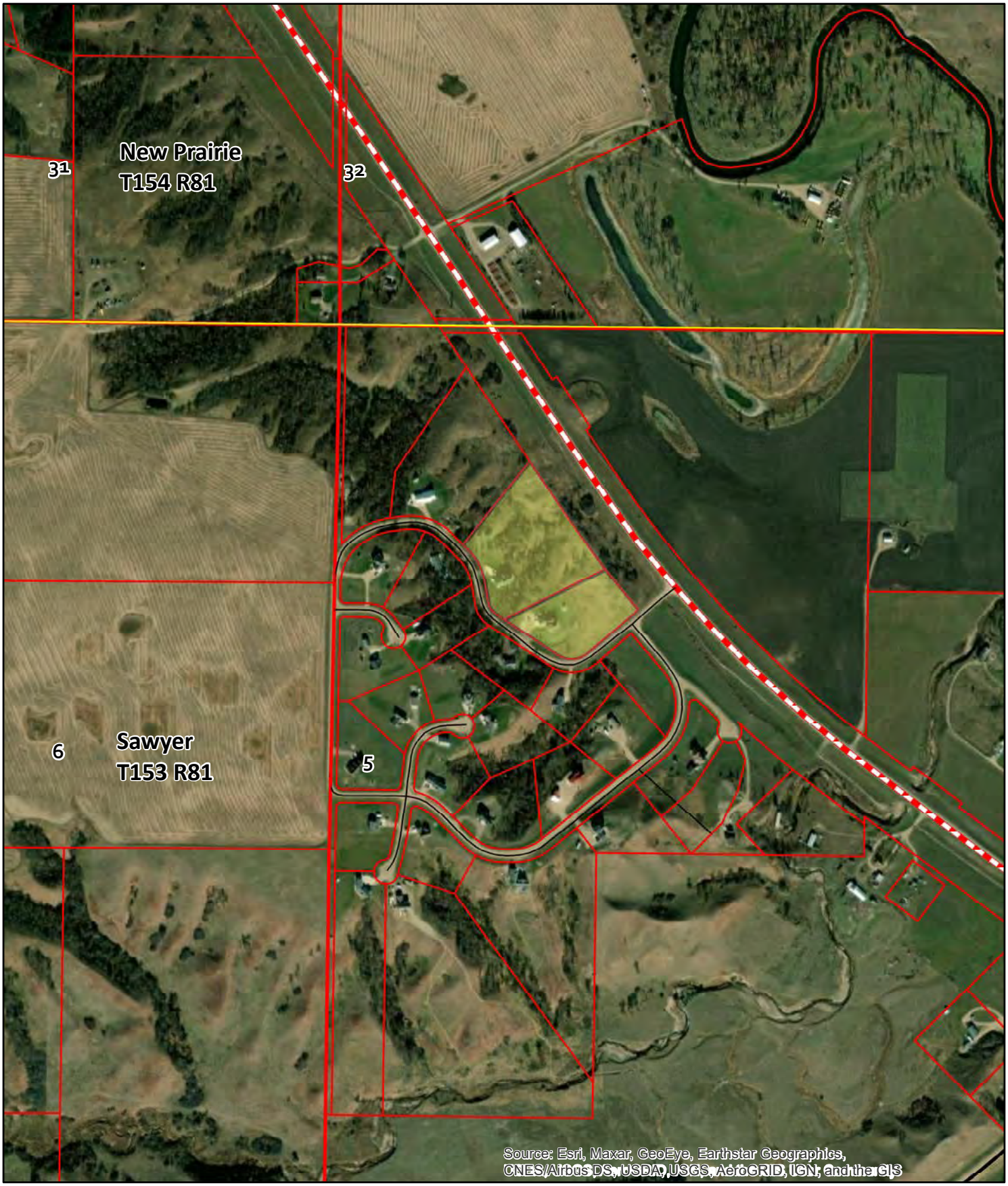
KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

Notary Public, State of North Dakota

***APPROVAL***

Approved: _____ _____, 2023
Chairman, Ward County


WOLD ENGINEERING, P.C.
SINCE 1955
915 East 11th Street - PO Box 237 - Bottineau, ND 58318
110 8th Avenue Southwest - Minot, ND 58701
316 Eastdale Drive - PO Box 1277 - Bismarck, ND 58502




N
W E
S

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

Ward County Parcels
PlatsApplications

0 310 620 1,240
Feet

Kohlman / Miller
Dakota Ridge Estates 6th

## Recorders [redacted] Plat Checklist:

| | | |
|---|---|---|
| Property Outlot coming out of looks to be correct | YES | NO |
| Signed by parties we show on deed Doc # Lot 1 3033315 Lot 2 3065794 | YES | NO |
| Signed by Surveyor | YES | NO |
| Notarized (signer(s) & surveyor) | YES | NO |
| Surveyor's Seal on drawing on front ~~And on back~~ with signatures | YES | NO |
| ~~Outlot Number Available~~ | YES | NO N/A |

## Additional Comments:

**Initial Recorder Review** B Pietsch 9-28-2023 **Date**

**Final P & Z Review** _____ **Date**

**Final Recorder Review** _____ **Date**

PLANNING AND ZONING ADMINISTRATOR

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

**Item #: 3**
**Recommendations**
**Staff: Approval w/ Conditions**
**Township: Pending**
**Water Board: Approval w/Conditions**

# Planning Commission Staff Report

**Meeting Date: Nov. 16th, 2023**

**Applicant:** Joanne Rademacher
15101 128th Ave.NW, Foxholm, ND 58718
701.340.7108
**Owner:** Joanne Rademacher
**Current legal description:** NW4NE4 and the SW4NE4
**Proposed legal description:** Outlot 1 of the NW4NE4 and the SW4NE4 15-156-85
**Address: (if applicable)** N/A
**Township:** Foxholm Township
**Current Zoning:** Ward County Rural
**Zoning Ordinance Reference:** Ward County Zoning Dist. 2

## PROJECT DESCRIPTION:

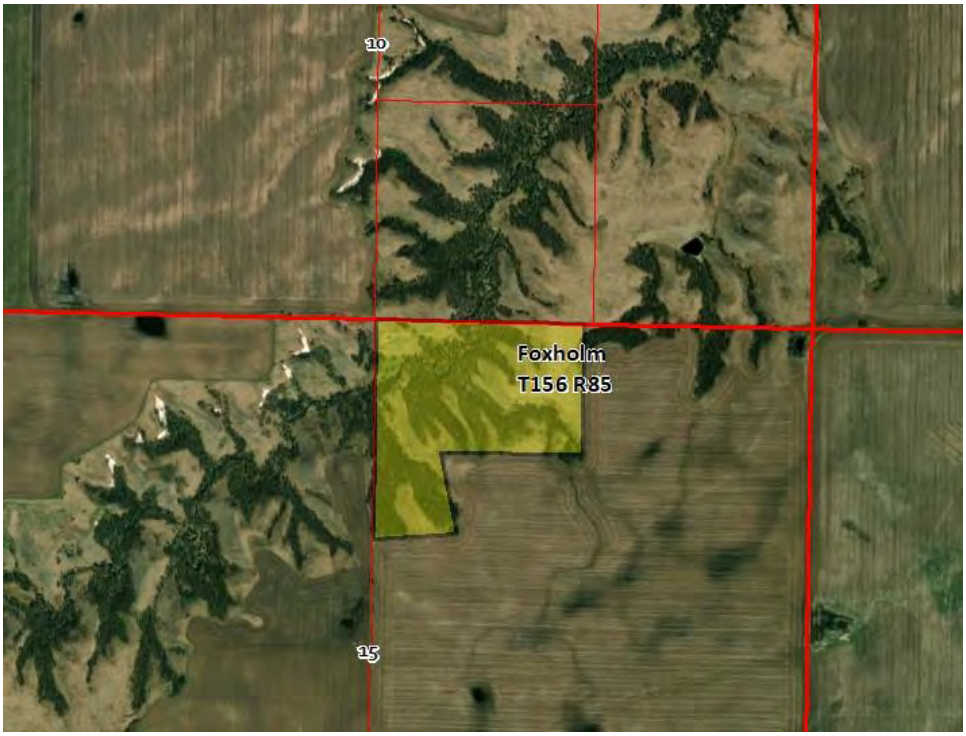
The applicant is requesting to outlot for a future agricultural use.

## RECOMMENDATION:

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

## FINDINGS OF FACT:

1. Proposed Outlot 1 is 28.59 acres
2. The land is currently agricultural and will be used for agricultural purposes.
3. The outlot 1 has access from a section line on the north side of the proposed outlot.




**PLANNING AND ZONING CONSIDERATIONS:**

The applicant is proposing to parcel an outlot for an agricultural use. Outlot 1 is 28.59 acres. The proposed outlot meets the 2.00 acre Ward County minimum.

**HIGHWAY ENGINEERING CONSIDERATIONS:**

No Comment

**TOWNSHIP RECOMMENDATION:**

Pending

**WATERBOARD RECOMMENDATION:**

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

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

WARD COUNTY 1885
Planning/Zoning Office
900 13th St. SE • P.O. Box 5005 • Minot, ND 58702-5005 • (701) 838-2810 • Fax (701) 838-3801

# PLAT APPLICATION $50/LOT

## APPLICANT INFORMATION

Name: Joanne Rademacher | Phone: 701. 340-7108

Email Address:

Mailing Address: 15101 128TH AVE. NW Foxholm. ND 58718

## SUBJECT PROPERTY INFORMATION

Proposed Name of Plat(s): Outlot 1

Legal Description: 15-156-85

Address: (If Applicable)

Proposed use: | Existing Use: | Number of Lots Proposed: 1

## OWNER OF RECORD INFORMATION

Name: Joanne Rademacher | Phone: 701-340-7108

Address: 15101 125TH AVE NW Foxholm. ND 58718

Email Address:

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

## SIGNATURE

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

Signature of applicant: Joanne Rademacher | Date: 10-4-23

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

## OFFCIAL USE

Current Zoning: Rural | Paid: Yes / No | Amount Paid: 50.00 | Payment method/date: Check 10/9/23

Date Received: 10/9/23 | Received By:

Staff Check List:
- ○ Tnsp rcmd sent 10/18 Received ____
- ✓ WRD rcmd sent 10/18 Received 11/8
- ✓ Rcdr Rvw sent 10/18 Received 10/27
- ✓ Staff report written

PC Action: Approved 11/16/23

CC Action:

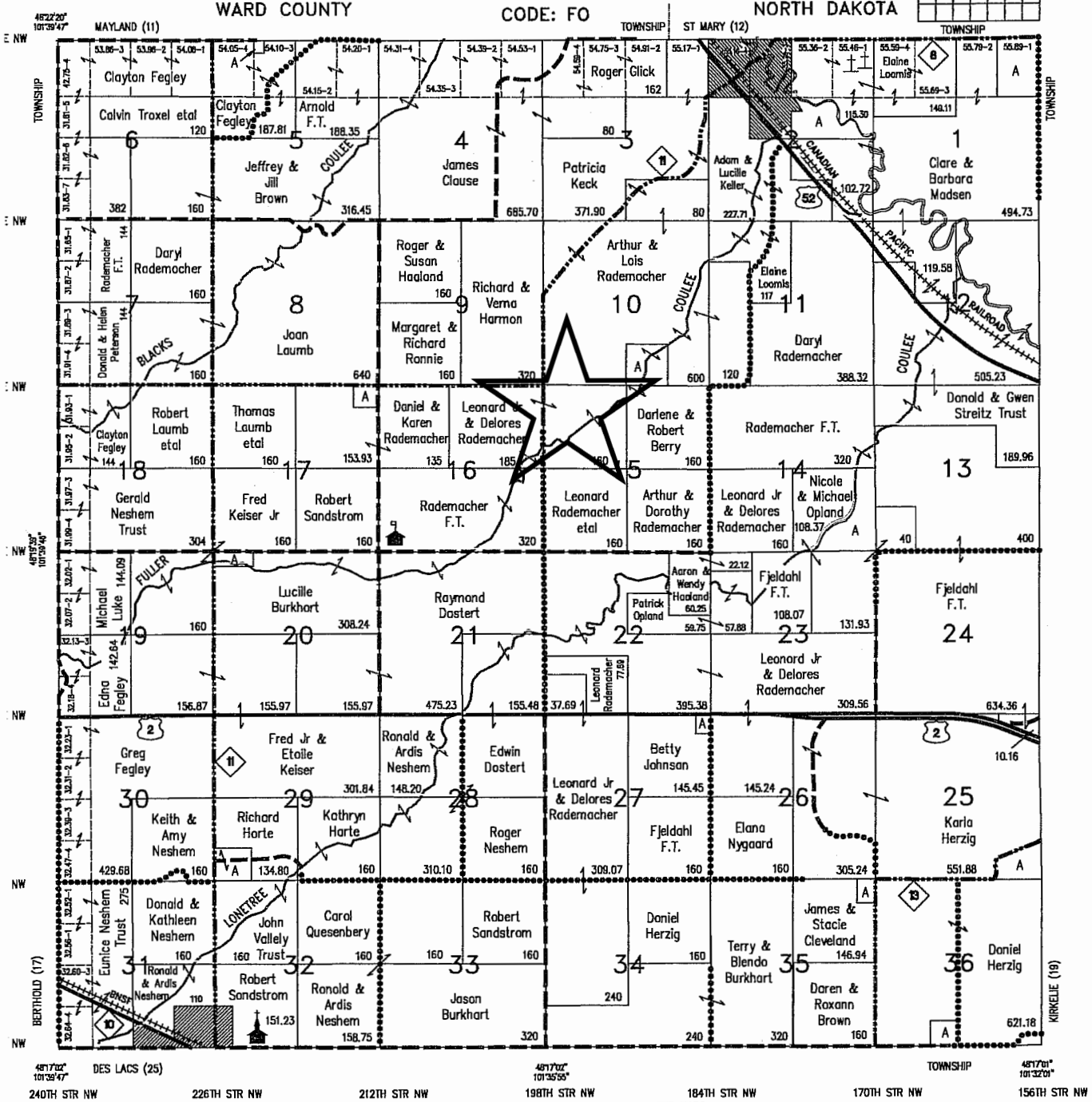
7018 1830 0000 4004 5441

MIDLAND ATLAS CO. LLC
WATFORD CITY, NORTH DAKOTA

# MAP OF FOXHOLM

MIDLAND ATLAS COMPANY LLC COPYRIGHT 2011

TOWNSHIP: 156 N
WARD COUNTY
CODE: FO
RANGE: 85 W
NORTH DAKOTA




SEE LETTERED SMALL TRACTS DIRECTORY FOLLOWING TOWNSHIP MAPS


EXCAVATING INC.
ALL TYPES OF EXCAVATING
COMMERCIAL/MUNICIPAL
Excavating - Grading/Fill
Gravel/Crushed Asphalt
Water/Sewer - Septic Systems
Basements - Trucking
Demolition - Landscaping
Certified Tank Removal & Installation
Email: mailbox@excavatinginc.com
5820 Hwy 2 East, Minot, ND (701) 839-1817
6218 53rd Ave SW, Fargo, ND (701) 277-1884

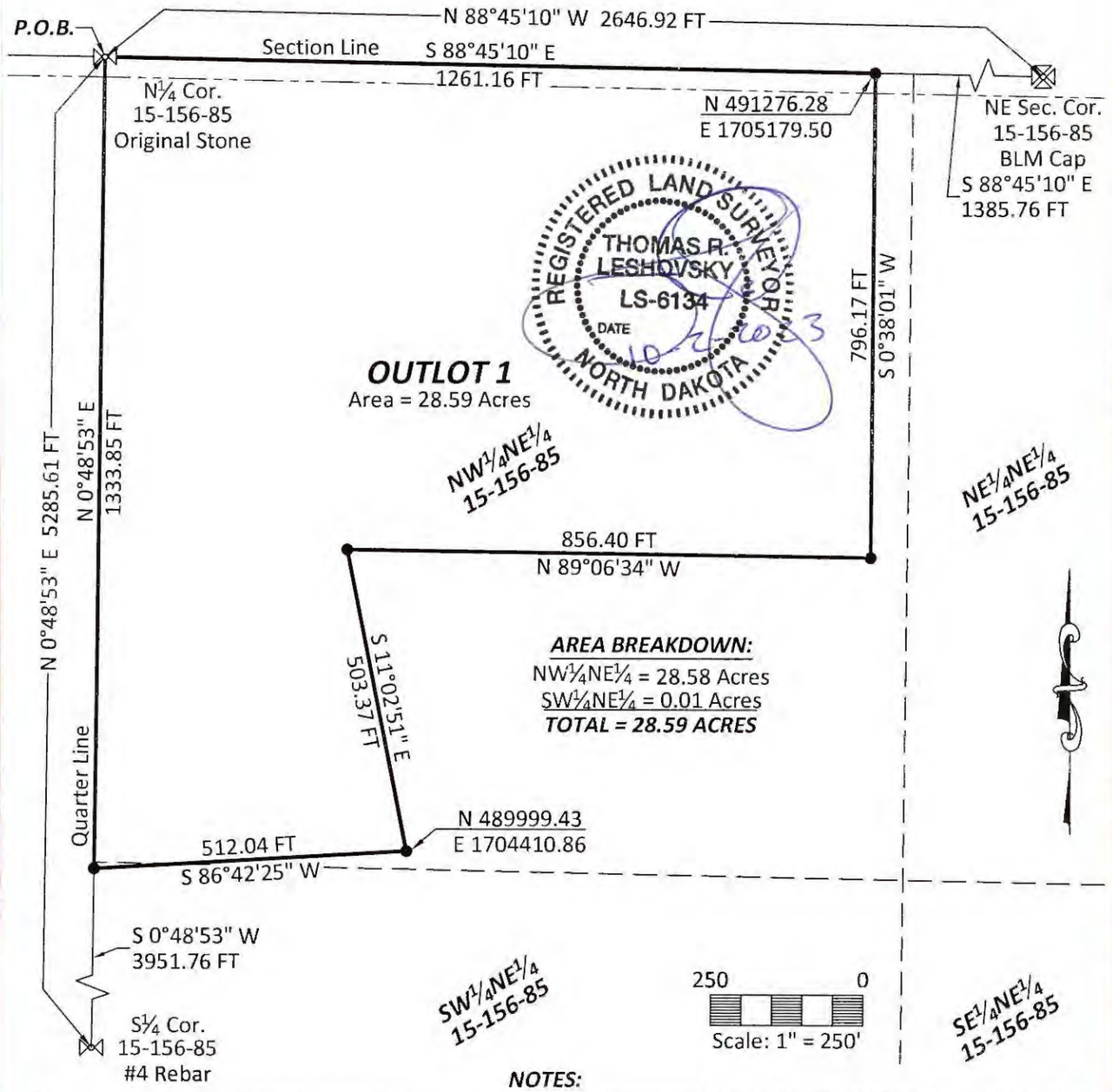
Hovde Insurance Agency
Car - Home - Commercial - Health - Life - Disability
Long Term Care - State Farm Bank
Darrel V. Hovde, Agent
111 11th Ave SW - PO Box 1806
Minot, ND
(Next to Toad's Superpumper Ride-N-Shine)
(701) 852-2757 - Res. (701) 838-5679 - Fax: (701) 852-3320

ACKERMAN SURVEYING & ASSOCIATES, INC.
Lot Surveys - Subdivisions - Land Boundaries - Land Planning
Topographic & Construction Surveys - GPS Services
Rolly B. Ackerman, Robby L. Berard & Aaron J. Anderson
Registered Land Surveyors
6008 Highway 2 East, Minot, ND 58701
(701) 838-0786 www.ackermansurvey.com
Fax: (701) 837-1090 email: landsurvey@srt.com

# PLAT OF OUTLOT 1

lying in the NW¼NE¼
of and the SW¼NE¼, Section 15, Township 156 N, Range 85 W

Owners Daryl & Joanne Rademacher




- ● - Denotes Property Corners Set 18" #5 Rebar with PLS Cap #6134
- ⊠ - Denotes Section Corners
- ⋈ - Denotes Quarter Corners

**NOTES:**

Basis of Bearing and Coordinates obtained from NGS OPUS Solution NAD 83 North Dakota North (3301) Int. Feet.

Bearings and Distances may vary from previous plats due to different methods of measurement.

Plat is subject to all prior Easements of record.

## DESCRIPTION:

Outlot 1 of lying in the NW¼NE¼ and the SW¼NE¼, Section 15, Township 156 N, Range 85 W described as follows:

Beginning at the North Quarter Corner of Section 15, Township 156 N, Range 85 W, of the 5th Principal Meridian, Ward County, North Dakota; Thence S 88°45'10" E, on the North Line, of the Northeast Quarter, of said Section 15, a distance of 1261.16 FT; Thence S 0°38'01" W, a distance of 796.17 FT; Thence N 89°06'34" W, a distance of 856.40 FT; Thence S 11°02'51" E, a distance of 503.37 FT; Thence S 86°42'25" W, a distance of 512.04 FT, to a Point being on the North-South Quarter Line, of said Section 15; Thence N 0°48'53" E, on the North-South Quarter Line, of said Section 15, a distance of 1333.85 FT, to the Point of Beginning.

Said described tract of land contains 28.59 Acres more or less.


WOLD ENGINEERING, P.C
Bottineau: 228-2292
Minot: 852-0338
Bismarck: 258-9227

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

IN TESTIMONY WHEREOF the said owner has here unto set their hands and seal this 4th day of October, 2023

Signed in the presence of

Daryl Rademacher

(Seal)

Joanne Rademacher

(Seal)

(Seal)

STATE OF NORTH DAKOTA }ss

County of Ward

On this 4th day of October in the year 2023, before me, a Notary Public in and for said County and State, personally appeared Daryl + Joanne Rademacher

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

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

My Commission Expires:

Notary Public

**SURVEYOR'S CERTIFICATE**

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

REGISTERED LAND SURVEYOR
THOMAS R. LESHOVSKY
LS-5134
DATE 10-2-2023
NORTH DAKOTA

Registered Land Surveyor

STATE OF NORTH DAKOTA }ss

County of Ward

Subscribed and sworn to before me this 2nd day of October, 2023.

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

My Commission Expires:

Notary Public

Approved _____, 20____

Approved _____, 20____




N
W E
S

Daryl & Joanne Rademacher
Outlot Plat Application
15-156-85
Foxholm Township

Ward County Parcels
PlatsApplications

0 312.5 625 1,250
Feet

Daryl & Joann Rademacher
W½NE 15-156-85
D+I 1

## Recorders Outlot Plat Checklist:

| | | |
|---|---|---|
| Property Outlot coming out of looks to be correct | YES | NO |
| Signed by parties we show on deed Doc # 2972637 | YES | NO |
| Signed by Surveyor | YES | NO |
| Notarized (signer(s) & surveyor) | YES | NO |
| Surveyor's Seal on drawing on front And on back with signatures | YES | NO |
| Outlot Number Available | YES | NO |

**Additional Comments:**

Does this have access. It comes off a section line, but there doesn't seem to be any road access I can see besides a trail

**Initial Recorder Review** Beth Pietsch 10-26-23 **Date**

**Final P & Z Review** _____ **Date**

**Final Recorder Review** _____ **Date**

PLANNING AND ZONING ADMINISTRATOR

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

**Item #: 4**
**Recommendations**
**Staff: Approval w/ Conditions**
**Township: Approval w/ Conditions**
**Water Board: Approval w/Conditions**

# Planning Commission Staff Report

**Meeting Date: Nov. 16th, 2023**

**Applicant:** Amanda & Don Aasen
9000 42nd St. SE Minot, ND 58701
701.969.7852
**Owner:** Don Aasen
**Current legal description:** N2SW4SW4
**Proposed legal description:** Outlot 1 and Outlot 2 of the N2SW4SW4 21-154-82
**Address: (if applicable)** N/A
**Township:** Sundre Township
**Current Zoning:** Ward County Rural
**Zoning Ordinance Reference:** Ward County Zoning Dist. 2

## PROJECT DESCRIPTION:

The applicant is requesting two outlots for future residential use.

## RECOMMENDATION:

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

## FINDINGS OF FACT:

1. Proposed Outlot 1 is 14.11 acres and Proposed Outlot 2 is 4.65 acres
2. The land is currently residential/agricultural and will be used for residential purposes.
3. Outlot 1 & Outlot 2 have access from CR 16 on the west side of the proposed outlots.




**PLANNING AND ZONING CONSIDERATIONS:**

The applicant is proposing to parcel an outlot for residential purpose. Outlot 1 is 14.11 acres and Outlot 2 is 4.65 acres. The proposed Outlots meets the 2.00 acre Ward County minimum.

**HIGHWAY ENGINEERING CONSIDERATIONS:**

Same Comments from September - Highway Department met with land owner in 2022 to look at option on access and it appears land owner is looking to share and existing access off of County Road 16 and we have no objection to the shared approach. An approach permit would be required if the landowner wants to make changes to the existing approach. No additional access points will be granted to the properties off of the county road.

**TOWNSHIP RECOMMENDATION:**

Based upon review Sundre Township has responded and the Sundre Township Board of Supervisors has recommended the plat be approved with the condition that if an access is added an 18" culvert must be instaled.

**WATERBOARD RECOMMENDATION:**

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

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

WARD COUNTY 1885
Planning/Zoning Office
900 13th St. SE • P.O. Box 5005 • Minot, ND 58702-5005 • (701) 838-2810 • Fax (701) 838-3801

# PLAT APPLICATION $50/LOT

## APPLICANT INFORMATION

| | |
|---|---|
| Name: Amanda Aasen / Don Aasen | Phone: 480-969-7852 / 701-340-5174 |
| Email Address: | |
| Mailing Address: 9000 42nd St. SE Minot, ND 58701 | |

## SUBJECT PROPERTY INFORMATION

| | | |
|---|---|---|
| Proposed Name of Plat(s): Outlot 1 | | |
| Legal Description: 21-154-83 | | |
| Address: (If Applicable) | | |
| Proposed use: | Existing Use: | Number of Lots Proposed: 1 |

## OWNER OF RECORD INFORMATION

| | |
|---|---|
| Name: Amanda Aasen / Don Aasen | Phone: 480-969-7852 / 701-340-5174 |
| Address: 9000 42nd St. SE Minot, ND 58701 | |
| Email Address: | |

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

## SIGNATURE

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

| | |
|---|---|
| Signature of applicant: Don Aasen | Date: |

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

## OFFCIAL USE

| | | | |
|---|---|---|---|
| Current Zoning: | Paid: Yes / No | Amount Paid: | Payment method/date: |
| Date Received: | Received By: | | |

| | | |
|---|---|---|
| Staff Check List:<br>Tnsp rcmd sent 10/20 Received 10/31/23<br>WRD rcmd sent____ Received 11/1/23<br>Rcdr Rvw sent____ Received 10/27/23<br>Staff report written | PC Action:<br>Approved<br>11/16/23 | CC Action: |

WARD COUNTY 1885
Planning/Zoning Office
900 13th St. SE • P.O. Box 5005 • Minot, ND 58702-5005 • (701) 838-2810 • Fax (701) 838-3801

# PLAT APPLICATION $50/LOT

## APPLICANT INFORMATION

Name: Amanda Hasen / Don Hasen | Phone: 480-969-7852 / 701-240-5176

Email Address:

Mailing Address: 9000 42nd St. SE Minot, ND 58701

## SUBJECT PROPERTY INFORMATION

Proposed Name of Plat(s): Outlot 2

Legal Description: 21-154-83

Address: (If Applicable)

Proposed use: | Existing Use: | Number of Lots Proposed: 1

## OWNER OF RECORD INFORMATION

Name: Amanda Hasen / Don Hasen | Phone: 480-969-7852 / 701-240-5176

Address: 9000 42nd St. SE Minot ND 58701

Email Address:

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

## SIGNATURE

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

Signature of applicant: Don Hasen | Date:

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

## OFFCIAL USE

Current Zoning: Rural | Paid: Yes / No | Amount Paid: 100.00 | Payment method/date: Cash 10/10/23

Date Received: 10/10/23 | Received By:

Staff Check List:
- Tnsp rcmd sent 10/18 Received 10/31
- WRD rcmd sent 10/18 Received 11/8
- Rcdr Rvw sent 10/18 Received 10/27
- Staff report written

PC Action: Approved 11/16/23

CC Action:

7018 1830 0000 4004 5458

MIDLAND ATLAS CO, LLC
WATFORD CITY, NORTH DAKOTA

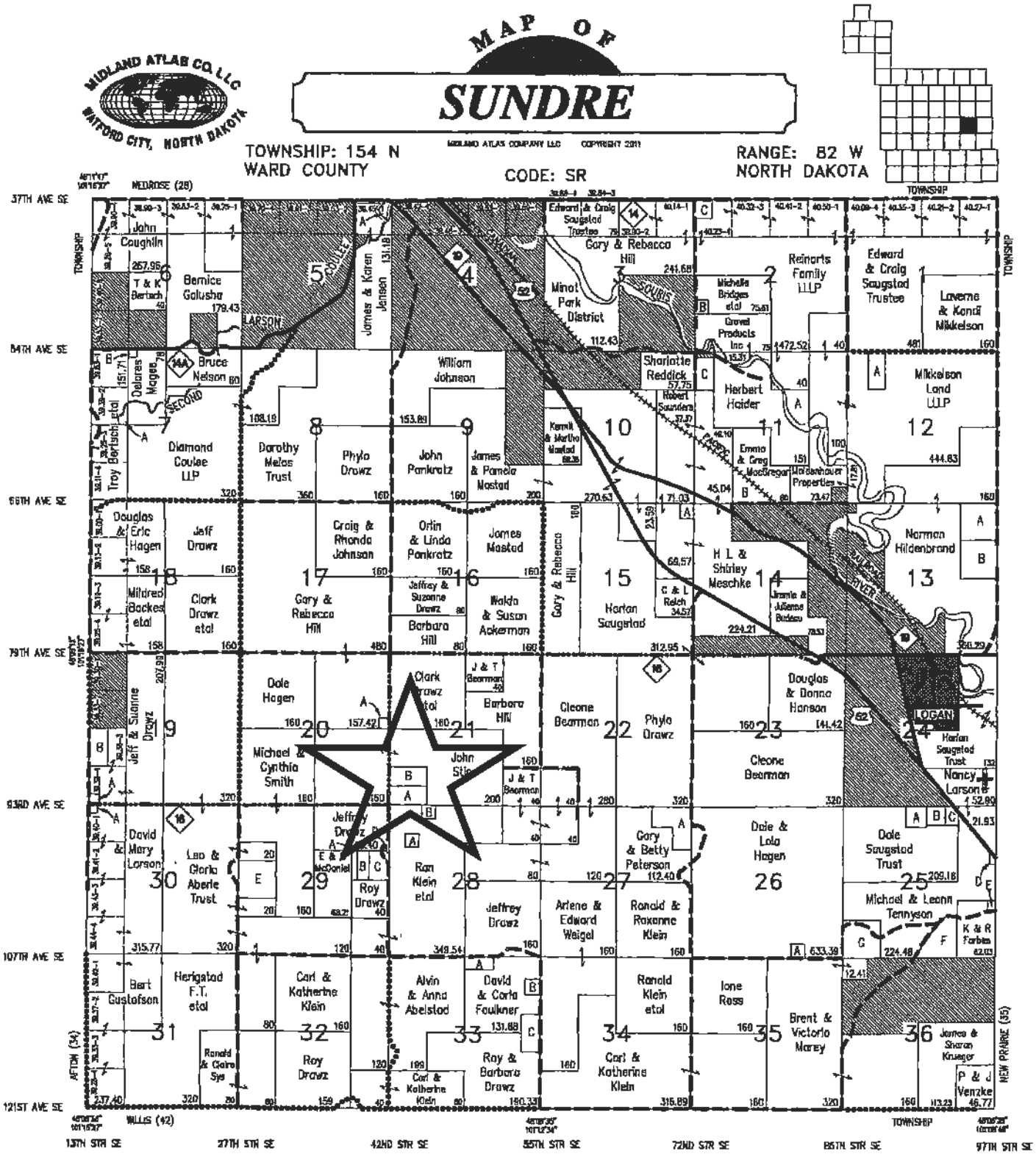
# MAP OF SUNDRE

TOWNSHIP: 154 N
WARD COUNTY

MIDLAND ATLAS COMPANY LLC COPYRIGHT 2011

CODE: SR

RANGE: 82 W
NORTH DAKOTA




SEE LETTERED SMALL TRACTS DIRECTORY FOLLOWING TOWNSHIP MAPS


EXCAVATING INC.
ALL TYPES OF EXCAVATING
COMMERCIAL/MUNICIPAL
Excavation - Grading/Fill - Gravel/Crushed Asphalt - Water/Sewer - Septic Systems - Basements - Trucking - Demolition - Landscaping
Certified Tank Removal & Installation
(701) 839-1817
(701) 277-1884

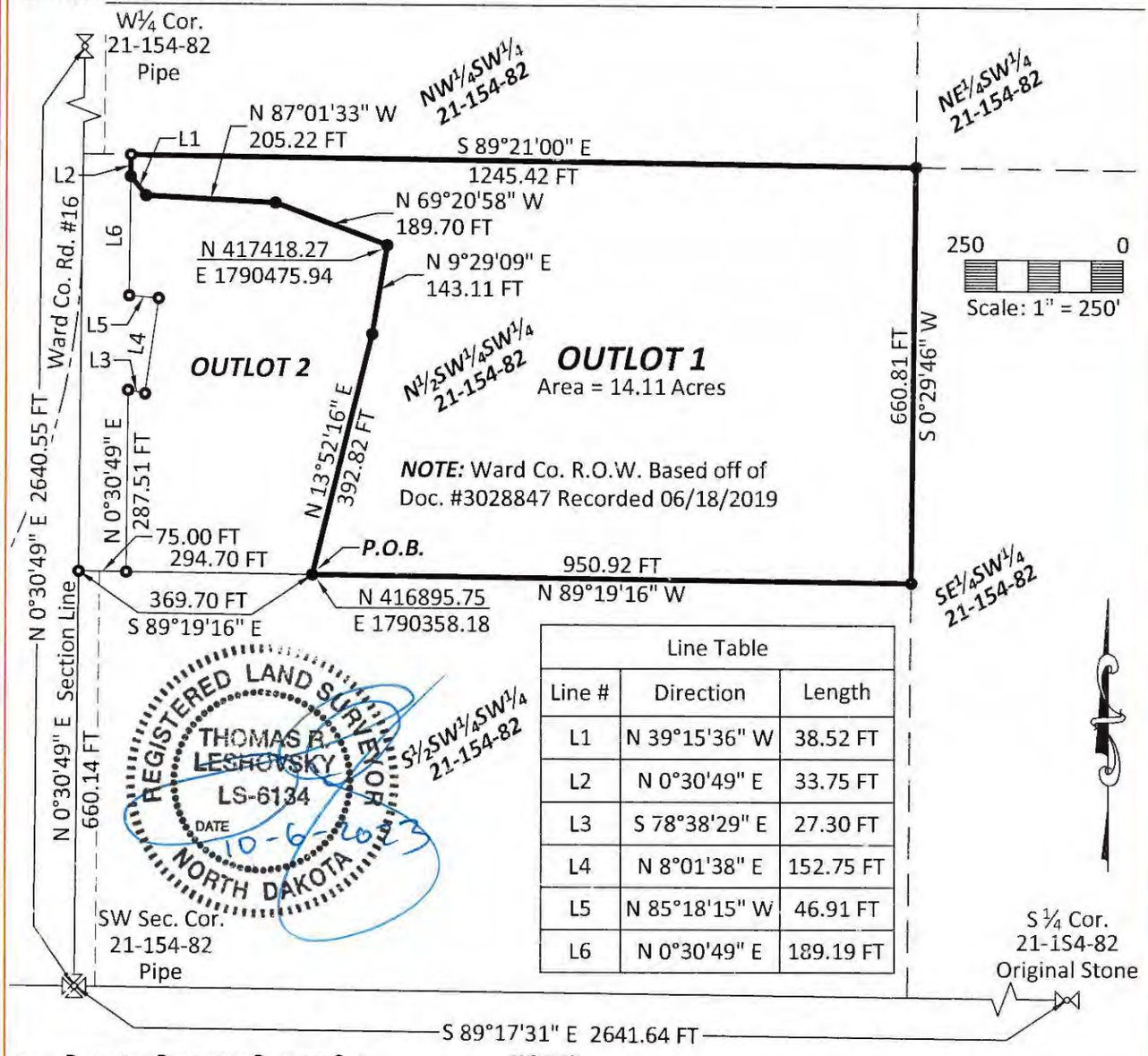
Hovde Insurance Agency
Auto - Home - Commercial - Health - Life - Disability
Long Term Care - State Farm Bank
Darrel V. Hovde, Agent
(701) 852-2757 - Res. (701) 838-5629 - Fax: (701) 852-3320

ACKERMAN SURVEYING & ASSOCIATES, INC.
Lot Surveys - Subdivisions - Legal Boundaries - Land Planning
Topographic & Construction Surveys - GPS Services
Robby B. Ackerman, Robby L. Berard & Aaron J. Anderson
Registered Land Surveyors
(701) 838-0786
Fax (701) 837-1990

# PLAT OF OUTLOT 1

of lying in the N½SW¼SW¼, Section 21, Township 154 N, Range 82 W

Owners Donald E Aasen




| Line Table | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | N 39°15'36" W | 38.52 FT |
| L2 | N 0°30'49" E | 33.75 FT |
| L3 | S 78°38'29" E | 27.30 FT |
| L4 | N 8°01'38" E | 152.75 FT |
| L5 | N 85°18'15" W | 46.91 FT |
| L6 | N 0°30'49" E | 189.19 FT |

- ● - Denotes Property Corners Set 18" #5 Rebar with PLS Cap #6134
- o - Denotes Property Corners Found
- × - Denotes Traverse Point
- ⊠ - Denotes Section Corners
- ⋈ - Denotes Quarter Corners

**NOTES:**

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

## DESCRIPTION:

Outlot 1 of lying in the N½SW¼SW¼, Section 21, Township 154 N, Range 82 W described as follows:

Commencing at the Southwest Corner of Section 21, Township 154 N, Range 82 W, of the 5th Principal Meridian, Ward County, North Dakota; Thence N 0°30'49" E, on the North-South Quarter Line, of said Section 21, a distance of 660.14 FT, to the Southwest Corner of the N½SW¼SW¼, of said Section 21; Thence S 89°19'16" E, on the South Line of said N½SW¼SW¼, a distance of 369.70 FT, to the Point of Beginning;

Thence N 13°52'16" E, a distance of 392.82 FT; Thence N 9°29'09" E, a distance of 143.11 FT; Thence N 69°20'58" W, a distance of 189.70 FT; Thence N 87°01'33" W, a distance of 205.22 FT; Thence N 39°15'36" W, a distance of 38.52 FT; Thence N 0°30'49" E, on the East Right of Way Line of Ward Co. Rd. # 16, a distance of 33.75 FT, to a Point being on the North Line of said N½SW¼SW¼; Thence S 89°21'00" E, on the North Line of said N½SW¼SW¼, a distance of 1245.42 FT, to the Northeast Corner of said N½SW¼SW¼; Thence S 0°29'46" W, on the East Line of said N½SW¼SW¼, a distance of 660.81 FT, to the Southeast Corner of said N½SW¼SW¼; Thence N 89°19'16" W, on the South Line of said N½SW¼SW¼, a distance of 950.92 FT, to the Point of Beginning.

Said described tract of land contains 14.11 Acres more or less.


WOLD ENGINEERING, P.C.
Bottineau: 228-2292
Minot: 852-0338
Bismarck: 258-9227

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

IN TESTIMONY WHEREOF the said owner has here unto set his hand and seal this 9th day of October, 2023.

Signed in the presence of

Don Aasen

(Seal)

(Seal)

(Seal)

STATE OF NORTH DAKOTA }ss

County of Ward

On this 9th day of October in the year 2023, before me, a Notary Public in and for said County and State, personally appeared Donald E. Aasen

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

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

My Commission Expires: Notary Public

**SURVEYOR'S CERTIFICATE**

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

REGISTERED LAND SURVEYOR
THOMAS R. LESHOVSKY
LS-6134
DATE 10-6-2023
NORTH DAKOTA

Registered Land Surveyor.

STATE OF NORTH DAKOTA }ss

County of Ward

Subscribed and sworn to before me this 6th day of October, 20 23.

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

Notary Public

My Commission Expires:

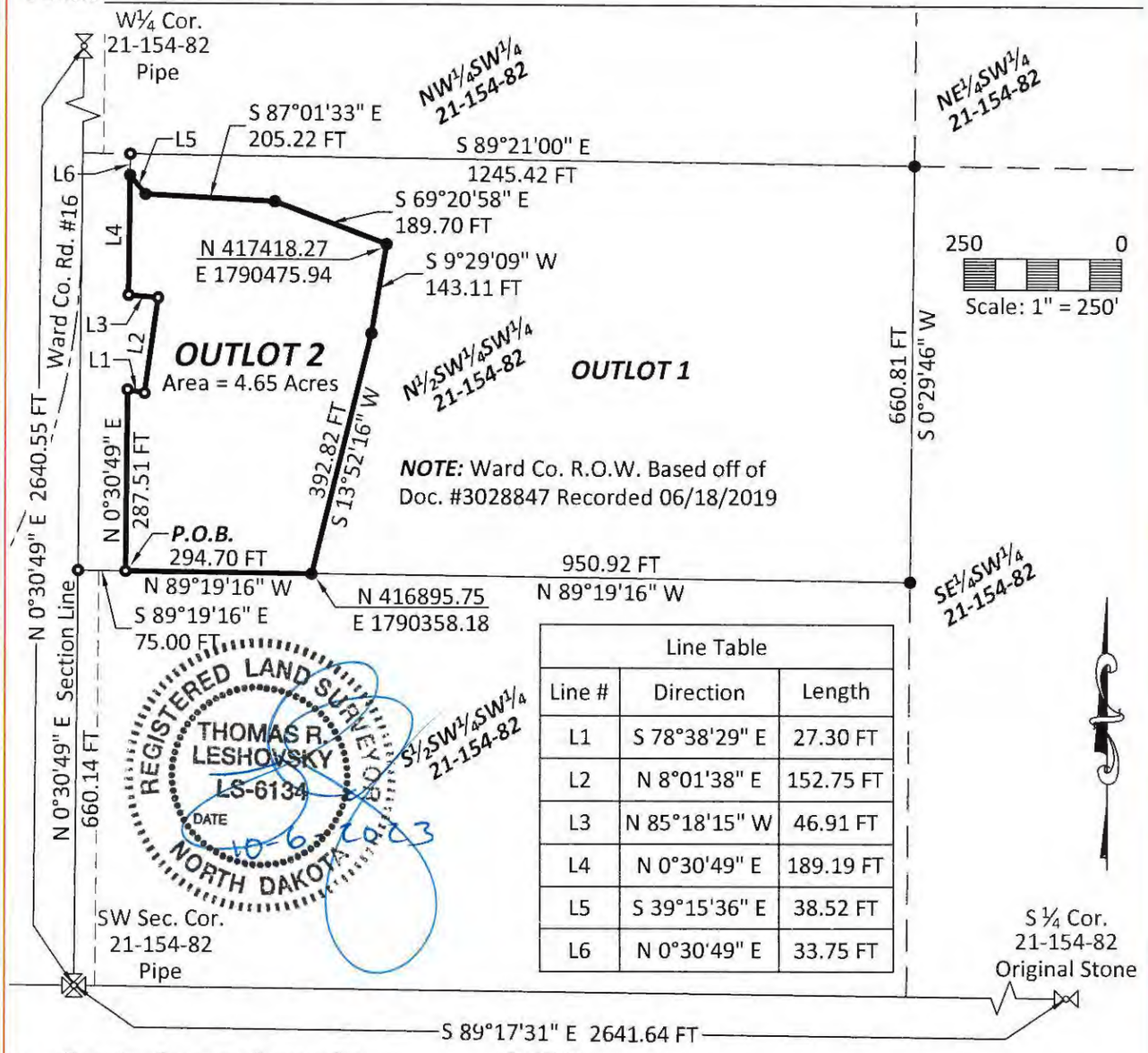
Approved _____, 20____

Approved _____, 20____

# PLAT OF OUTLOT 2

of lying in the N½SW¼SW¼, Section 21, Township 154 N, Range 82 W

Owners Donald E Aasen




| Line Table | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | S 78°38'29" E | 27.30 FT |
| L2 | N 8°01'38" E | 152.75 FT |
| L3 | N 85°18'15" W | 46.91 FT |
| L4 | N 0°30'49" E | 189.19 FT |
| L5 | S 39°15'36" E | 38.52 FT |
| L6 | N 0°30'49" E | 33.75 FT |

- ● - Denotes Property Corners Set 18" #5 Rebar with PLS Cap #6134
- ○ - Denotes Property Corners Found
- × - Denotes Traverse Point
- ⊠ - Denotes Section Corners
- ⋈ - Denotes Quarter Corners

**NOTES:**

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

## DESCRIPTION:

Outlot 2 of lying in the N½SW¼SW¼, Section 21, Township 154 N, Range 82 W described as follows:

Commencing at the Southwest Corner of Section 21, Township 154 N, Range 82 W, of the 5th Principal Meridian, Ward County, North Dakota; Thence N 0°30'49" E, on the North-South Quarter Line, of said Section 21, a distance of 660.14 FT, to the Southwest Corner of the N½SW¼SW¼, of said Section 21; Thence S 89°19'16" E, on the South Line of said N½SW¼SW¼, a distance of 75.00 FT, to the Point of Beginning;

Thence N 0°30'49" E, on the East Right of Way Line of Ward Co. Rd. # 16, a distance of 287.51 FT; Thence S 78°38'29" E, on an Easterly Right of Way Line of Ward Co. Rd. # 16, a distance of 27.30 FT; Thence N 8°01'38" E, on an Easterly Right of Way Line of Ward Co. Rd. # 16, a distance of 152.75 FT; Thence N 85°18'15" W, on an Easterly Right of Way Line of Ward Co. Rd. # 16, a distance of 46.91 FT; Thence N 0°30'49" E, on an Easterly Right of Way Line of Ward Co. Rd. # 16, a distance of 189.19 FT; Thence S 39°15'36" E, a distance of 38.52 FT; Thence S 87°01'33" E, a distance of 205.22 FT; Thence S 69°20'58" E, a distance of 189.70 FT; Thence S 9°29'09" W, a distance of 143.11 FT; Thence S 13°52'16" W, a distance of 392.82 FT, to a Point being on the South Line of said N½SW¼5W¼; Thence N 89°19'16" W, on the South Line of said N½SW¼SW¼, a distance of 294.70 FT, to the Point of Beginning.

Said described tract of land contains 4.65 Acres more or less.

WOLD ENGINEERING, P.C.
Bottineau: 228-2292
Minot: 852-0338
Bismarck: 258-9227

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

IN TESTIMONY WHEREOF the said owner has here unto set his hand and seal this 9th day of October, 2023.

Signed in the presence of

Don Aasen

(Seal)

(Seal)

(Seal)

STATE OF NORTH DAKOTA }ss

County of Ward

On this 9th day of October in the year 2023, before me, a Notary Public in and for said County and State, personally appeared Donald E. Aasen

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

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

My Commission Expires:

Notary Public

**SURVEYOR'S CERTIFICATE**

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

REGISTERED LAND SURVEYOR
THOMAS R. LESHOVSKY
LS-6134
NORTH DAKOTA

DATE 10-6-2023

Registered Land Surveyor

STATE OF NORTH DAKOTA }ss

County of Ward

Subscribed and sworn to before me this 6th day of October, 2023.

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

Notary Public

My Commission Expires:

Approved _____, 20____

Approved _____, 20____




N
W E
S

Don Aasen
Outlot Plat Application
21-154-82
Sundre Township

Ward County Parcels
PlatsApplications

0 305 610 1,220
Feet

Donald Aasen
N ½ SW SW Otl
21-154-82

## Recorders Outlot Plat Checklist:

| | | |
|---|---|---|
| Property Outlot coming out of looks to be correct | YES | NO |
| Signed by parties we show on deed | YES | NO |
| Doc # 667254 & 380-103 | | |
| Signed by Surveyor | YES | NO |
| Notarized (signer(s) & surveyor) | YES | NO |
| Surveyor's Seal on drawing on front And on back with signatures | YES | NO |
| Outlot Number Available | YES | NO |

## Additional Comments:

**Initial Recorder Review** Beth Peterson 10-26-2023 **Date**

**Final P & Z Review** _____ **Date**

**Final Recorder Review** ecp **Date**

Donald Aasen
N ½ SWSW 0+12
21-154-82
0+12

## Recorders Outlot Plat Checklist:

| | | |
|---|---|---|
| Property Outlot coming out of looks to be correct | (YES) | NO |
| Signed by parties we show on deed Doc # 1667254 & 380-103 | (YES) | NO |
| Signed by Surveyor | (YES) | NO |
| Notarized (signer(s) & surveyor) | (YES) | NO |
| Surveyor's Seal on drawing on front And on back with signatures | (YES) | NO |
| Outlot Number Available | (YES) | NO |

## Additional Comments:

**Initial Recorder Review** Beth Putsch 10-26-2023 **Date**

**Final P & Z Review** _____ **Date**

**Final Recorder Review** _____ **Date**

PLANNING AND ZONING ADMINISTRATOR

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

**Item #: 5**
**Recommendations**
**Staff: Approval w/ Conditions**
**Township: Approval w/o Conditions**
**Water Board: Approval w/Conditions**

# Planning Commission Staff Report

**Meeting Date: Nov. 16th, 2023**

**Applicant:** Deb Fogarty
1101 Valley View Dr., Minot, ND 58703
701.721.3276
**Owner:** Hauge Enterprises LLC. (Deb Fogarty)
**Current legal description:** Unplatted portion of the SW4NW4, SE4NW4 and the NE4SW4
**Proposed legal description:** Outlot 11 lying in an unplatted portion of the SW4NW4, SE4NW4 and the NE4SW4 8-154-83 Afton Township
**Address: (if applicable)** N/A
**Township:** Afton Township
**Current Zoning:** Afton Township
**Zoning Ordinance Reference:** Afton Township Zoning

## PROJECT DESCRIPTION:

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

## RECOMMENDATION:

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

## FINDINGS OF FACT:

1. Proposed Outlot 11 is 14.31 acres
2. The land is currently residential/agricultural and will be used for residential purposes.
3. The outlot 11 has access from 62nd St. SW on the west side of the proposed outlot.




**PLANNING AND ZONING CONSIDERATIONS:**

The applicant is proposing to parcel an outlot for residential purpose. Outlot 11 is 14.31 acres. The proposed outlot meets the 2.00 acre Ward County minimum.

**HIGHWAY ENGINEERING CONSIDERATIONS:**

Property currently has access off of 62nd street, an Afton Township roadway which the proposed flag lot would continue to use.

**TOWNSHIP RECOMMENDATION:**

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

**WATERBOARD RECOMMENDATION:**

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

*1.* A storm water management plan may be required if the subject property:

- has a special use permit applied for

*2.* No development as a result of this plat should obstruct any watercourse or divert surface water flows.

WARD COUNTY 1885
Planning/Zoning Office
900 13th St. SE • P.O. Box 5005 • Minot, ND 58702-5005 • (701) 838-2810 • Fax (701) 838-3801

# PLAT APPLICATION $50/LOT

## APPLICANT INFORMATION

| | |
|---|---|
| Name: Deb Fogarty | Phone: (701) 721-3276 |
| Email Address: deborahfogarty55@gmail.com | |
| Mailing Address: 1101 Valley View Dr. Minot, ND 58703 | |

## SUBJECT PROPERTY INFORMATION

| | | |
|---|---|---|
| Proposed Name of Plat(s): Outlot 11 | | |
| Legal Description: Section 8, Township 154 North, Range 83 West, Ward County, ND | | |
| Address: (If Applicable) | | |
| Proposed use: | Existing Use: | Number of Lots Proposed: |

## OWNER OF RECORD INFORMATION

| | |
|---|---|
| Name: Hauge Enterprises LLC. (Deb Fogarty) | Phone: (701) 721-3276 |
| Address: 1101 Valley View Dr. Minot, ND 58703 | |
| Email Address: deborahfogarty55@gmail.com | |

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

## SIGNATURE

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

| | |
|---|---|
| Signature of applicant: Deb Fogarty | Date: 10-11-23 |

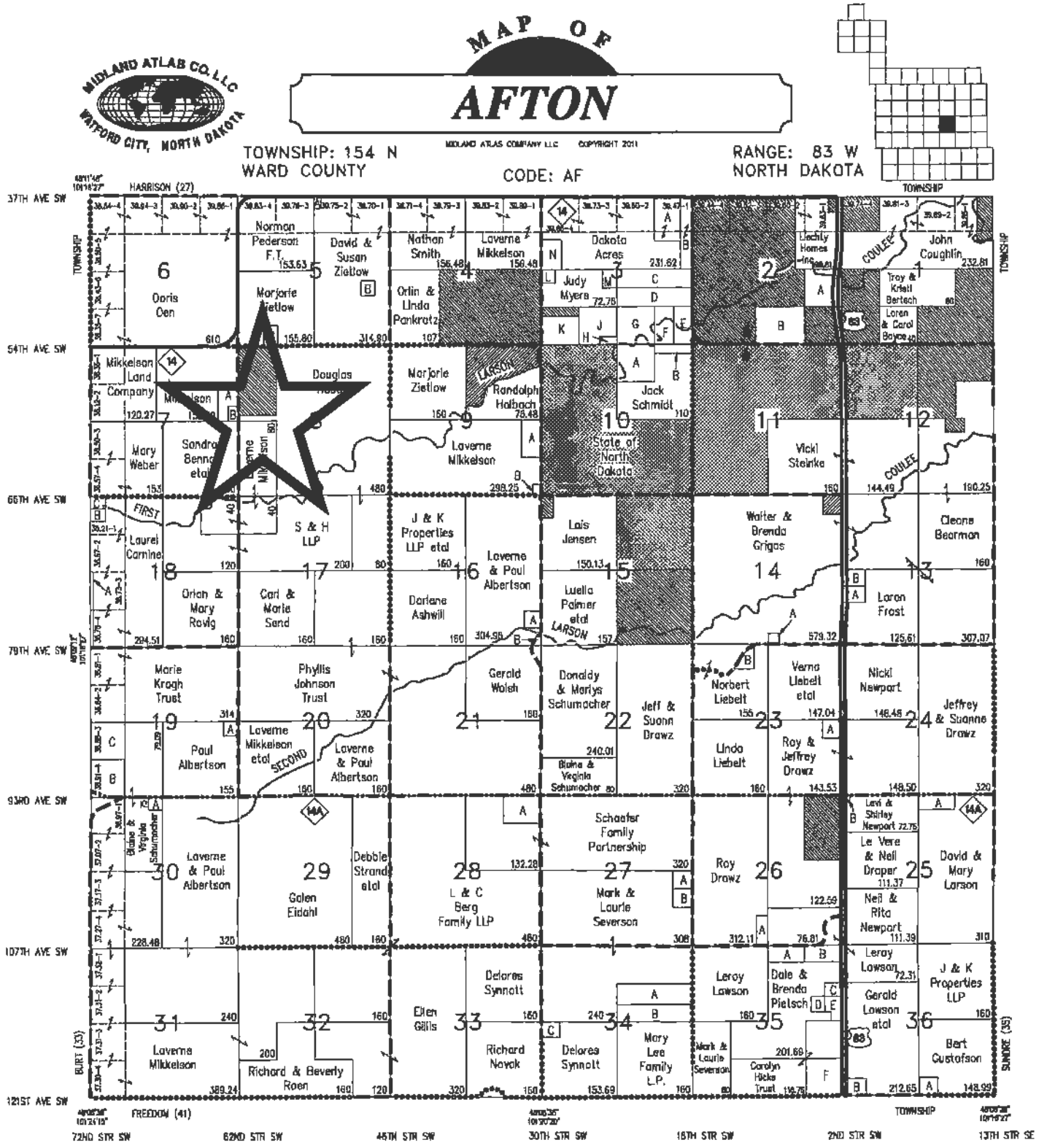
** Please submit with this application, an official, notarized and signed surveyor's plat. All Landowners names and signatures must the plat.

## OFFCIAL USE

| | | | |
|---|---|---|---|
| Current Zoning: Affon Twsp | Paid: (Yes) / No | Amount Paid: 50.00 | Payment method/date: Check 10/12/23 |
| Date Received: 10/12/23 | Received By: | | |

| | | |
|---|---|---|
| Staff Check List:<br>Tnsp rcmd sent 10/18 Received 10/30<br>WRD rcmd sent 10/18 Received 11/8<br>Rcdr Rvw sent 10/18 Received 10/27<br>Staff report written | PC Action:<br>Approved<br>11/16/23 | CC Action: |

7018 1830 0000 4004 5465

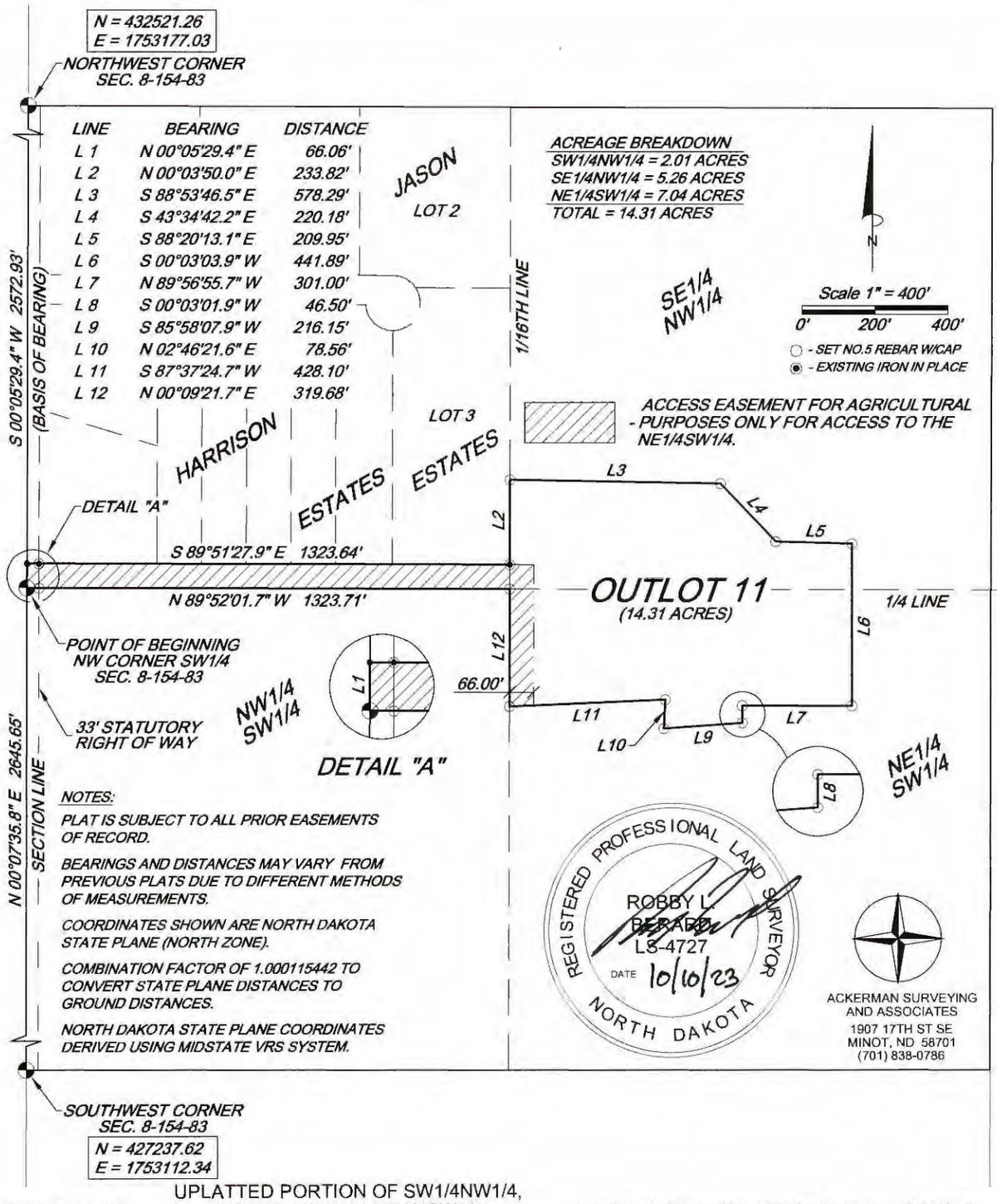



SEE LETTERED SMALL TRACTS DIRECTORY FOLLOWING TOWNSHIP MAPS

# PLAT OF OUTLOT 11

Of, UPLATTED PORTION OF SW1/4NW1/4, SE1/4NW1/4 AND NE1/4SW1/4, Section 8, Township 154 North, Range 83 West

Owners: HAUGE ENTERPRISES, LLC




OUTLOT 11, Of UPLATTED PORTION OF SW1/4NW1/4, SE1/4NW1/4 AND NE1/4SW1/4, Section 8, Township 154 North, Range 83 West

Described as follows:

Beginning at the Northwest corner of the SW1/4 of Section 8, Township 154 North, Range 83 West, Ward County, North Dakota; Thence N 00°05'29.4" E, along the West boundary of Section 8, a distance of 66.06 feet; Thence S 89°51'27.9" E, a distance of 1323.64 feet; Thence N 00°03'50.0" E, a distance of 233.82 feet; Thence S 88°53'46.5" E, a distance of 578.29 feet; Thence S 43°34'42.2" E, a distance of 220.18 feet; Thence S 88°20'13.1" E, a distance of 209.95 feet; Thence S 00°03'03.9" W, a distance of 441.89 feet; Thence N 89°56'55.7" W, a distance of 301.00 Feet; Thence S 00°03'01.9" W, a distance of 46.50 feet; Thence S 85°58'07.9" W, a distance of 216.15 feet; Thence N 02°46'21.6" E, a distance of 78.56 feet; Thence S 87°37'24.7" W, a distance of 428.10 feet; Thence N 00°09'21.7" E, a distance of 319.68 to the North boundary of the SW1/4 of said Section 8; Thence N 89°52'01.7" W, along the North boundary of the SW1/4 of Section 8, a distance of 1323.71 feet to the point of beginning. Tract contains 14.31 acres.

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 their hand__ and seal this 11th day of October, 2023.

Deborah Fogarty (Seal)
DEBORAH FOGARTY
(VICE PRESIDENT)

STATE OF North Dakota }
County of Ward } ss.

On this 11th day of October in the year 2023, before me, a Notary Public in and for said County and State, personally appeared Deborah Fogarty

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:

Notary Public

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024

## SURVEYOR'S CERTIFICATE

I, ROBBY L. BERARD, Registered Land Surveyor, do hereby certify that at the request of DEBORAH FOGARTY I made the within and foregoing plat and description of the land as herein described, and that the lots, distances, area and location, as indicated on said plat and contained in said description, are true and correct.

Robby L. Berard Registered Land Surveyor #4727
DATE 10/10/23

ROBBY L. BERARD — REGISTERED PROFESSIONAL LAND SURVEYOR — NORTH DAKOTA

Subscribed and sworn to before me this 10th day of October, 2023.

My Commission Expires:

Notary Public

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024

Approved _____, 20____

Approved _____, 20____




N
W E
S

Deb Fogarty
Outlot Plat Application
8-154-83
Afton Township

Ward County Parcels
PlatsApplications

0 240 480 960
Feet

Hauge Enterprises, LLC
SWNW, SENW & NESW
8-154-83
Ot 11

## Recorders Outlot Plat Checklist:

| | | |
|---|---|---|
| Property Outlot coming out of looks to be correct | (YES) | NO |
| Signed by parties we show on deed Doc # 2995977 | (YES) | NO |
| Signed by Surveyor | (YES) | NO |
| Notarized (signer(s) & surveyor) | (YES) | NO |
| Surveyor's Seal on drawing on front And on back with signatures | (YES) | NO |
| Outlot Number Available | (YES) | NO |

## Additional Comments:

**Initial Recorder Review** Beth Pittsch 10-26-2023 **Date**

**Final P & Z Review** _____ **Date**

**Final Recorder Review** ecp **Date**

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

DATE: November 29, 2023
TO: Ward County Board of Commissioners
FROM Noreen Wilkie, Ward County Tax Director
SUBJECT: Tabled Item – Robert & Penny Solar

# MEMORANDOM

## Variance

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 at 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. Updated pictures are attached verifying the removal of the Highway Engineers recommendations.

WARD COUNTY 1885

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 releif 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: 8/23/23 | Received by: DS | Paid: (Yes) No

Staff Check List:
- ☒ PHN to MDN
- ☒ PHN to Ntfn Area
- ○ Comment Received Y____ N____
- ☒ Staff report written X 1st X 2nd

PC Action: 1st Recommend Approval
2nd Approve w/ Conditions

CC Action: X

Date:

☒ TWSP 9/28 rcvd: 10/11

7016 2710 0000 4318 7427

MIDLAND ATLAS CO. LLC
WATFORD CITY, NORTH DAKOTA

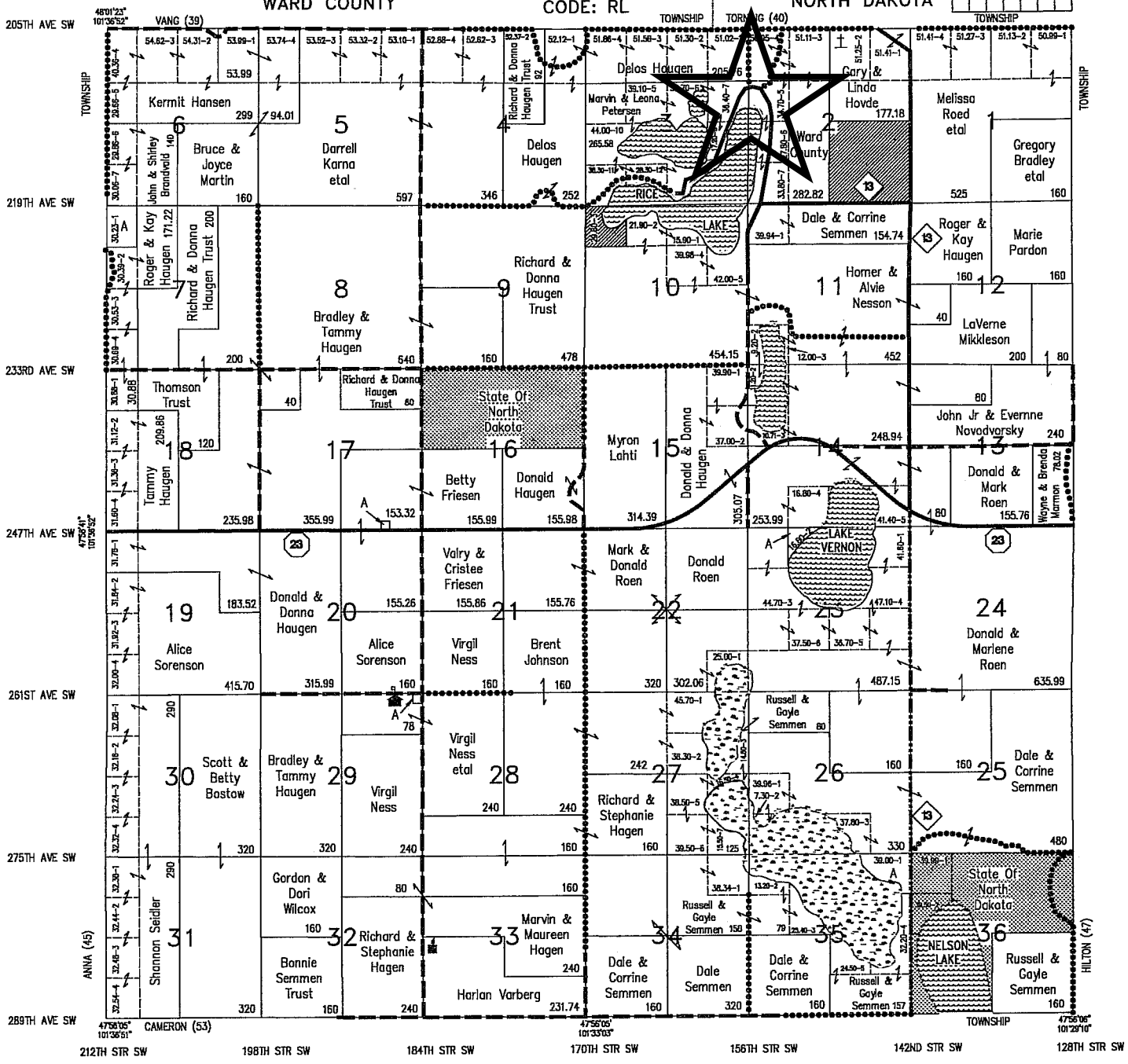
# MAP OF RICE LAKE

TOWNSHIP: 152 N
WARD COUNTY

MIDLAND ATLAS COMPANY LLC COPYRIGHT 2011

CODE: RL

RANGE: 85 W
NORTH DAKOTA




SEE LETTERED SMALL TRACTS DIRECTORY FOLLOWING TOWNSHIP MAPS


EXCAVATING INC.
ALL TYPES OF EXCAVATING
Certified Tank Removal & Installation
COMMERCIAL/MUNCIPAL
Excavating - Grading/Fill
Gravel/Crushed Asphalt
Water/Sewer - Septic Systems
Basements - Trucking
Demolition - Landscaping
Email: mailbox@excavatinginc.com
5820 Hwy 2 East, Minot, ND (701) 839-1817
6210 53rd Ave SW, Fargo, ND (701) 277-1884

Hovde Insurance Agency
Car - Home - Commercial - Health - Life - Disability
Long Term Care - State Farm Bank
Darrel V. Hovde, Agent
111 11th Ave SW - PO Box 1806
Minot, ND
(Next to Toad's Superpumper Ride-N-Shine)
(701) 852-2757 - Res. (701) 838-5679 - Fax: (701) 852-3320

ACKERMAN SURVEYING & ASSOCIATES, INC.
Lot Surveys - Subdivisions - Land Boundaries - Land Planning
Topographic & Construction Surveys - GPS Services
Rolly B. Ackerman, Robby L. Berard & Aaron J. Anderson
Registered Land Surveyors
6008 Highway 2 East, Minot, ND 58701
(701) 838-0786 www.ackermansurvey.com
Fax: (701) 837-1990 email: landsurvey@srt.com



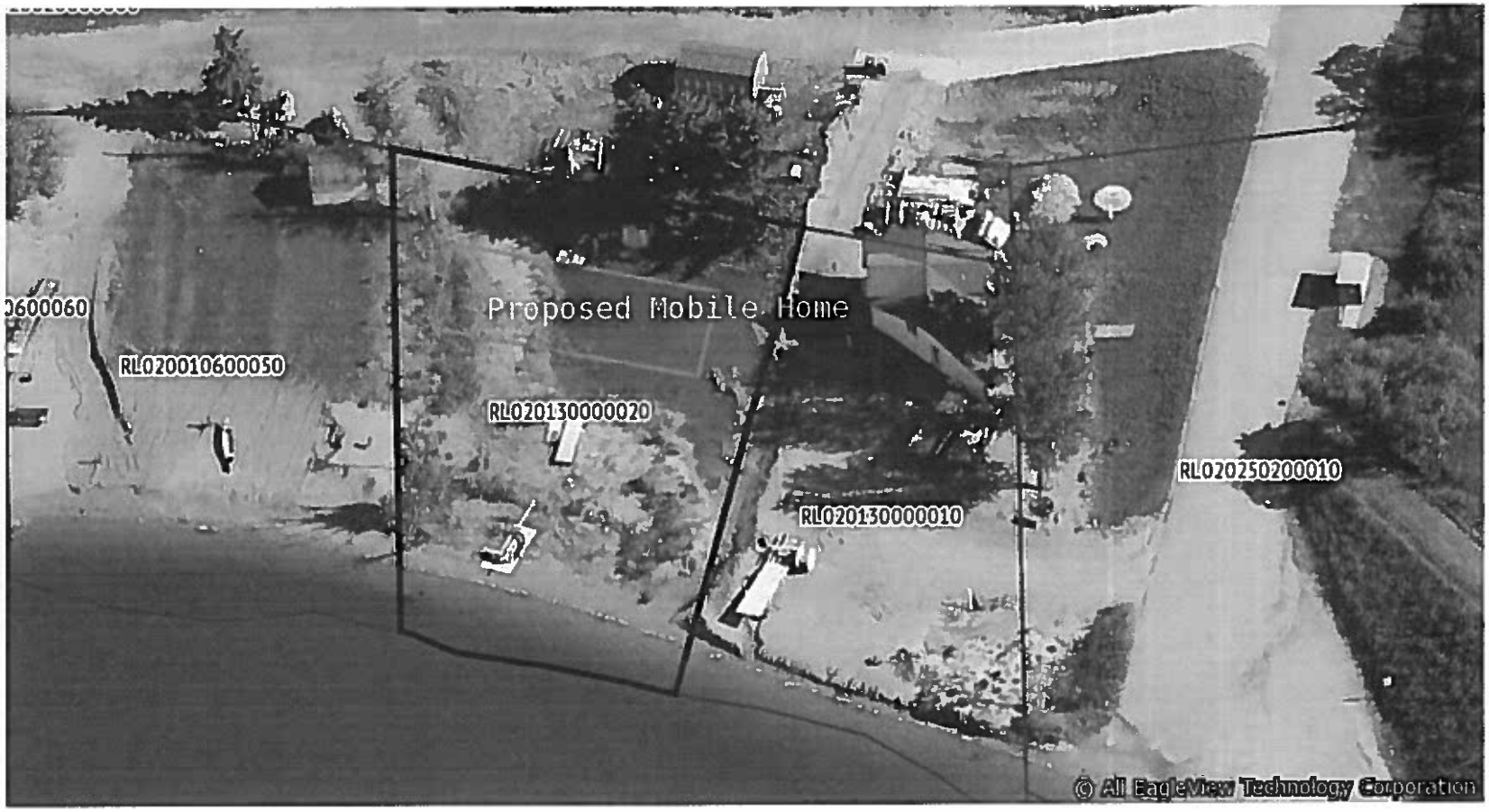

N
W E
S

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

Ward County Parcels

0 145 290 580
Feet

# RL020130000020




07/14/2020


Length: 74.5 Feet
Length: 28.5 Feet
Length: 31.6 Feet
Length: 69.4 Feet









**Contract for boarding City of Garrison's Inmates**

This agreement is made between Ward County, a political subdivision of the State of North Dakota, hereinafter called the "County" and the City of Garrison, a Municipal Corporation and political subdivision of the State of North Dakota, hereinafter called the "Garrison". It is made pursuant to Chapter 54-40.3 and 12-44.1 of the North Dakota Century Code.

The parties agree as follows:

1. Term of Contract: This contract shall commence on January 1, 2024 and end on December 31, 2025. This contract shall be subject to cancellation by either of the parties hereto upon 60 (sixty) days written notice to the other party hereto.

2. Housing of Inmates: The County shall provide for the use of Garrison, a Jail for the holding of pretrial inmates (being detained to respond to Garrison charges only), sentenced inmates (sentenced by the Garrison Judge only) and individuals being held for detoxification (at the request of the City of Garrison authorities only), hereinafter called "inmates" and shall provide all necessary and incidental services associated with the detention of inmates (including but not limited to providing Correctional Officers) when and if the provision of detention services hereunder does not interfere with or hinder the County's ability to house other inmates, as determined in the sole discretion of the appropriate County Officials.

3. Acceptance of Inmates: The County does not guarantee any bed availability under this contract. The acceptance of Inmates is based on the overall health and wellness of such Inmate needing to be housed. An assessment will be made upon entering the County. The Sergeant or his/her designee on duty will be present at the time of entering the County. The Sergeant or his/her designee will make an assessment of the Inmate to determine if the Inmate will be accepted or refused. If an Inmate is refused for any reason it will require a medical clearance. This medical clearance must be signed off by a medical physician stating that the Inmate is medically cleared to be incarcerated. The assessment made by the Sergeant or his/her designee will be based on but not limited to the Inmate's:
    a. Ability to stand and walk: If an Inmate cannot walk or stand on their own the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
    b. Alcohol level: If the BAC reading is .300 or greater the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
    c. Drug consumption: If the Inmate admits to using two (2) or more drugs the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
    d. Withdrawals: If an Inmate appears to be withdrawing from any type of substance the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
    e. Open cuts/sores: If an Inmate has an open cut or sore that is deemed to have medical attention the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
    f. Car Accident: If an Inmate has been in a car accident recently (especially if it happened right before coming into County) the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.

4. Compensation for Boarding of Inmates: Garrison agrees to pay the County $75 a day for the housing of their inmates. For Inmates with a charge of Public Intoxication as pursuant to NDCC 5-01.1, the compensation will be $100 per day.

5. Mileage: Transportation of an inmate provided by the County to and from Jail shall be reimbursed by Garrison at the standard mileage rate issued by the Internal Revenue Service (IRS). This charge does not include services of Ward County Personnel in providing such transportation which shall be govern by the following paragraph.

6. Use of County Personnel at other locations: If Garrison requests or if circumstances require that Ward County Personnel be used to guard or escort an Inmate at a location other than at the Ward County Detention Center or Courthouse, the County shall be reimbursed for the use of such Personnel at the rate of $37.00 per County Employee per hour or fraction thereof.

7. Medical expenses of Inmates: Garrison shall reimburse the County for all medical expenses incurred by the County with respect to an Inmate except for those attributable to medical treatment received by the Inmate at the Jail during Sick Call.

8. Prison Rape Elimination Act (PREA): In accordance with PREA standard, 115.12; Ward County is obligated to comply with PREA standards. At any time during the execution of this Boarding Contract, The City of Garrison can verify compliance through various methods (i.e. on-site review, documentation, and review of official audit report (when completed). Failure to comply with PREA and applicable PREA Standards may result in termination of the contract.

This contract is subject to the provisions of the North Dakota Century Code and all rules and regulations promulgated pursuant thereto governing the care and custody of persons detained hereunder. Garrison agrees to indemnify the County for its costs of defense with regard to any Lawsuit arising out of the County's performance of this contract in the event there is a final adjudication absolving the County and its Employees of any liability with regards to the claims stated in the lawsuit.

Dated this 7 day of November, 2023

Ward County, North Dakota

By _____
County Commissioner

By _____
Auditor

City of Garrison, North Dakota

By _____
Mayor

By _____
Auditor

DIRECTOR OF TAX EQUALIZATION

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

**MEMO**

DATE: 12/5/2023

TO: Ward County Commissioners

FROM: Noreen Wilkie, Director of Tax Equalization

RE: Tax Roll Adjustments & Items for Consideration and Action on December 5, 2023

1. Property Owner qualifies for Farm Residence Exemption:

| Property Owner | Description | Physical Address | Valuation Year | Old True & Full | New True & Full | Old Taxable Value | New Taxable Value |
|---|---|---|---|---|---|---|---|
| Klein, Michael & Donna | SR340990000010 Olt 1 of SESW SWSE S34-154-82 | 6201 121st Ave SE Minot, ND 58701 | 2023 | $230,000 | $1,000 | $10,355 | $50 |
| Novak, Richard | BU010040000000 SE Less County RD S1-154-84 | 7200 54th Ave SE Burlington, ND 58722 | 2023 | $347,000 | $90,000 | $16,065 | $4,500 |

2. Property was gifted to an exempt entity, value prorated:

| Property Owner | Description | Physical Address | Valuation Year | Old True & Full | New True & Full | Old Taxable Value | New Taxable Value |
|---|---|---|---|---|---|---|---|
| City of Des Lacs | DS110020400121 Des Laces Original E2 Lots 10-12 Block 4 | 130 Main St Des Lacs, ND 58733 | 2023 | $23,000 | $16,000 | $1,150 | $800 |

3. Property is owned by an Exempt Entity:

| Property Owner | Description | Physical Address | Valuation Year | Old True & Full | New True & Full | Old Taxable Value | New Taxable Value |
|---|---|---|---|---|---|---|---|
| Ward County | SW110041500022 Cassedays Addn to Sawyer All Exc. E140' of Lots 1 & 2 Block 15 | Unassigned Address Sawyer, ND 58781 | 2023 | $6,000 | $0.00 | $300 | $0.00 |

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 |
|---|---|---|---|---|---|---|---|
| Metzger, Patricia | HT5105858 Olt 1 of E2NW & S2NE S10-152-84 | 7901 219th Ave SW Douglas, ND 58735 | 2023 | $2,000 | $0.00 | $90 | $0.00 |

5. Property destroyed by fire, value prorated 9 months:

| Property Owner | Description | Physical Address | Valuation Year | Old True & Full | New True & Full | Old Taxable Value | New Taxable Value |
|---|---|---|---|---|---|---|---|
| Prasedium LLC | MI140850200110 EHR'S 5th Addn. S3 ½' Lot 10 & All of Lot 11 Block 2 | 1113 10th St NW Minot, ND 58703 | 2023 | $167,000 | $79,000 | $7,515 | $3,555 |

6. Property no longer qualifies for Exemption, value prorated 3 months:

| Property Owner | Description | Physical Address | Valuation Year | Old True & Full | New True & Full | Old Taxable Value | New Taxable Value |
|---|---|---|---|---|---|---|---|
| Providence Holdings Minot LLC | MI243120200150 Ramstads 1st Addn. Lots 13, 14 & 15 Block 2 | 423 Main St. S Minot, ND 58701 | 2023 | $0.00 | $16,000 | $0.00 | $800 |
| Providence Holdings Minot LLC | MI243120200180 Ramstads 1st Addn. Lots 16, 17,18 & 19 Block 2 | 415 Main St S Minot, ND 58701 | 2023 | $0.00 | $155,000 | $0.00 | $7,750 |

7. Property needs a reduction to reflect market value:

| Property Owner | Description | Physical Address | Valuation Year | Old True & Full | New True & Full | Old Taxable Value | New Taxable Value |
|---|---|---|---|---|---|---|---|
| BRD Holdings LLC | MI27A640200051 Elk Heights 2nd Addn. Lot 5A Block 2 | 1928 28th St SW Minot, ND 58701 | 2023 | $338,000 | $255,000 | $15,210 | $11,475 |
| Volk, Roxanne | MI241430200030 Harmons 1st Addn. Lot 3 Block 2 | 1218 Soo St. Minot, ND 58701 | 2023 | $134,000 | $100,000 | $6,030 | $4,500 |

8. 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 |
|---|---|---|---|---|---|---|---|
| Blake, David & Marina | MI220570800190 Dacotah Homes 2nd Addn. Lot 19 Block 8 | 2809 2nd Ave SW Minot, ND 58701 | 2023 | $264,000 | $233,000 | $11,880 | $10,485 |
| Thomas, Benjamin & Royanna | MI15C470200510 Eagles Landing Addn. Lot 51 Block 2 | 2740 Heritage Dr. NW Minot, ND 58703 | 2023 | $436,000 | $415,000 | $19,620 | $18,675 |
| Fjeldahl, Chance | MI022882530020 Olts S2-155-83 SWSE Olt 2 | 700 30th Ave NW Minot, ND 58703 | 2023 | $293,000 | $233,000 | $13,185 | $10,485 |
| Lowther, Dorris & George | MI222920100040 Oak Park Homes Addn. 1st S/D Lot 4 Block 1 | 1709 1st Ave SW Minot, ND 58701 | 2023 | $203,000 | $185,000 | $9,135 | $8,325 |
| Tweten, David & Parizek, Pam | MI133900200060 Stolars 1st Addn. Lot 6 Block 2 | 522 9th Ave NE Minot, ND 58703 | 2023 | $207,000 | $119,000 | $9,315 | $5,355 |
| Jones, Scott | MI243960000093 Sundbys S/D E131' of W135' Lot 9 | 820 Soo St. Minot, ND 58701 | 2023 | $143,000 | $101,000 | $6,435 | $4,545 |
| Duchsherer, Melissa & Casey | MI230217400180 Brooklyn Addn. Lot 17 & 18 Block 74 | 805 5th St SW Minot, ND 58701 | 2023 | $152,000 | $87,000 | $6,840 | $3,915 |
| Schafer, Donald & Annette | MI220570100210 Dacotah Homes 2nd Addn. Lot 21 Block 1 | 2604 1st Ave SW Minot, ND 58701 | 2023 | $206,000 | $177,000 | $9,270 | $7,965 |

Planning and Zoning Office

Office: (701) 385-4232
53rd Street NE
Kenmare, ND 58746

www.kenmarend.com

# Planning & Zoning Office

DATE: November 28, 2023

TO: Ward County Board of County Commissioners

FROM Doug Diedrichsen, City of Kenmare Planning/ Zoning Administrator

SUBJECT: Request: Letter of Support for City of Kenmare Renaissance Zoning Application

Commissioners,

The City of Kenmare is applying to have their Renaissance Zone reestablished. The City Council of Kenmare is requesting the County Commission provide a letter of support for the establishment of Renaissance zoning within the City's zoning and taxing authority.

A map of the proposed Renaissance Zone and a copy of the 2016 letter of support from the County have been attached.

Thank you for your consideration of support for the City of Kenmare's economic development initiatives.

Request for support made by motion of the Kenmare City Council November 8th, 2023.

Doug Diedrichsen
Planning & Zoning Administrator
City of Kenmare, North Dakota

WARD COUNTY
1885

**Board of Commissioners**


| Carroll Erickson | Jerome Gruenberg | Jim Lee | Molla B. Romine | Darlene Watne |
|---|---|---|---|---|
| *(701) 838-4604* | *(701) 839-8845* | *(701) 722-3667* | *(701) 852-4142* | *(701) 852-4376* |


March 7, 2006

Kenmare Renaissance Zone Authority
c/o Souris Basin Planning Council
4215 E Burdick Expy
Minot ND 58701

**Re: Renaissance Zone**

Dear Kenmare Renaissance Zone Authority

This letter will serve as the Ward County Board of Commissioner's support for the proposed Renaissance Zone in Kenmare.

We feel Renaissance Zones are important to the survival of our cities' downtown areas. They help revitalize the downtown business districts and make them more appealing to future businesses.

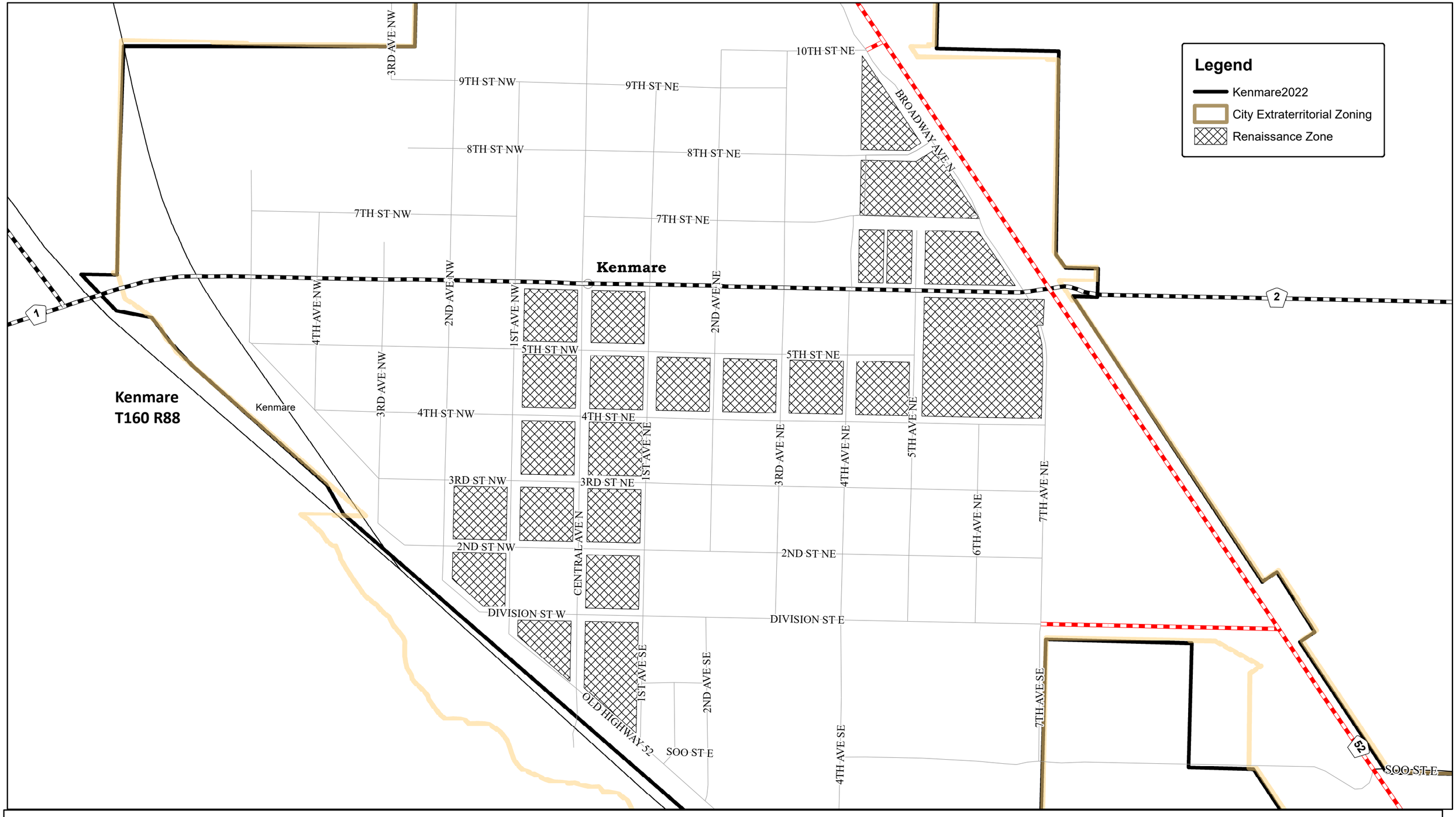
The Renaissance Zone is an excellent way to create a public/private partnership in the Kenmare area.

Sincerely,

Darlene Watne

Darlene Watne, Vice-Chair
Ward County Board of Commissioners

MAR 08 2006



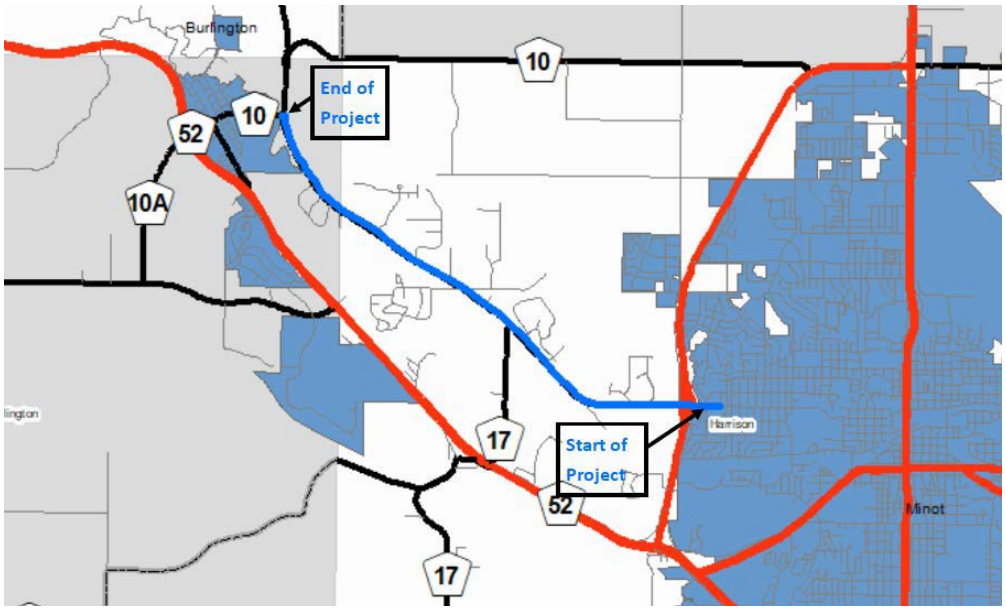

# Draft Zoning Kenamer City Limits

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**
**December 5, 2023**

**A. TAC-0051(058), PCN 23943 - Minot to Burlington Multi Use Path Overlay Project**

I have attached a copy of the Bid Tab, and project information for the Shared Use Path and Hot Bituminous Paving bid on November 17th. This project will overlay the Shared Use Path from Burlington to Minot along County Road 15. This project is around five miles and was originally constructed in 2002 and 2004. The low bidder on the project was from Bechtold Paving Inc. in the amount of $697,016.40. and we have a federal aid grant to cover 80.93 percent of the total eligible project. The estimated County's share for TAC-0051(058) is estimated to be $132,921.03. The total cost of the project is under the award and within 1% of the engineer's estimate.




I would need a motion to approve the low bid of $697,016.40 from Bechtold Paving for the Bituminous Overlay of the Shared Use Path between Minot and Burlington, and authorize the Chairman to sign the Contracts.

**B. Maintenance Certification County Federal Aid Project**

Attach is the annual Maintenance Certification. By signing, Ward County it certifying that all federal aid highway projects are being maintained in accordance with the ND DOT Construction and Maintenance Agreement. A Construction and Maintenance Agreement is also signed before using federal funds on projects. Below is the section the DOT wanted highlighted

Post Construction: After the project is completed the LPA agrees to:

1. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access
   allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
2. Maintain the signing and marking of the project according to the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as supplemented and amended.
3. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
4. Provide maintenance to the completed project at its own cost and expense.
5. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

I would need a motion to authorize the chairman to sign the Maintenance Certification.

Item A

NORTH Dakota | Transportation
Be Legendary.™

November 20, 2023

Marisa Haman
County Auditor
PO Box 5005
Minot, ND 58702-5005

**PROJECT: TAC-0051(058), PCN 23943 -CMC 5137, JCT CMC 5137 SPUR (BURLINGTON) E TO NEAR 26TH ST NW (MINOT)**

Dear Ms. Haman:

Bids for the construction on the above noted project were taken at our bid opening of November 17, 2023. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Shared Use Path and Hot Bituminous Paving was submitted by Bechtold Paving Inc. of Minot, ND in the amount of $697,016.40. According to the agreement with the County of Ward, the County's share for **TAC-0051(058)** is estimated to be $132,921.03. Federal Funds obligated for these projects shall not exceed 80.93 percent of the total eligible project. The balance of the project cost is the obligation of the County.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you via email whether this project may be awarded. The County must award the contract before the Department will concur in the award; therefore, the County must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,

Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/17/2023**

Project Number: **TAC-0051(058)** PCN: **23943**

Job Number: **23943** English/Metric: **ENGLISH**

Contract with **BECHTOLD PAVING INC MINOT, ND** Signed Date:

County(s): **WARD**

Location: **CMC 5137, JCT CMC 5137 SPUR (BURLINGTON) E TO NEAR 26TH ST NW (MINOT)**

Roadway: **RURAL**

**LRS_ID L35_101M FR MEAS 8.0667 TO MEAS 12.1581**
**LRS_ID L1271_101M FR MEAS 0.000 TO MEAS 0.8245**

Type: **SHARED USE PATH, HOT BITUMINUOUS PAVING**

Participating: **Y**

| Spec | Code | Item Description | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 103 | 0100 | CONTRACT BOND | 1.000 | L SUM | $3,800.00 | $3,800.00 |
| 202 | 0132 | REMOVAL OF BITUMINOUS SURFACING | 426.000 | SY | $30.00 | $12,780.00 |
| 302 | 0356 | AGGREGATE SURFACE COURSE CL 13 | 80.000 | TON | $105.00 | $8,400.00 |
| 401 | 0050 | TACK COAT | 1,482.000 | GAL | $5.85 | $8,669.70 |
| 401 | 0070 | FOG SEAL | 1,428.000 | GAL | $5.85 | $8,353.80 |
| 411 | 0105 | MILLING PAVEMENT SURFACE | 1,838.000 | SY | $27.75 | $51,004.50 |
| 430 | 0042 | SUPERPAVE FAA 42 | 4,150.000 | TON | $85.85 | $356,277.50 |
| 430 | 5815 | PG 58S-34 ASPHALT CEMENT | 249.000 | TON | $892.00 | $222,108.00 |
| 702 | 0100 | MOBILIZATION | 1.000 | L SUM | $22,500.00 | $22,500.00 |
| 704 | 1000 | TRAFFIC CONTROL SIGNS | 613.000 | UNIT | $3.30 | $2,022.90 |
| 704 | 1052 | TYPE III BARRICADE | 8.000 | EA | $110.00 | $880.00 |
| 704 | 1067 | TUBULAR MARKERS | 25.000 | EA | $8.80 | $220.00 |

Subtotal **$697,016.40**

Eng and Contg **$0.00**

Total **$697,016.40**

Length **4.9070 Miles**

| | | Construction |
|---|---|---|
| Estimated Cost | | **$697,016.40** |
| **TAC FEDERAL FUNDS** | **80.93%** | **$564,095.37** |
| **TAC WARD CO FUNDS** | **19.07%** | **$132,921.03** |

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/17/2023**

Project Number: **TAC-0051(058)** PCN: **23943**

Job Number: **23943** English/Metric: **ENGLISH**

Summary for Project

| | | | |
|---|---|---|---|
| Length | **4.9070 Miles** | **WARD** | **4.9070 Miles** |

| | |
|---|---|
| Estimated Total Construction Cost: | **$697,016.40** |
| Estimated Total Eng and Contg: | **$0.00** |

| | Construction | Total |
|---|---|---|
| Estimated Cost | **$697,016.40** | **$697,016.40** |
| **TAC FEDERAL FUNDS** | **$564,095.37** | **$564,095.37** |
| **TAC WARD CO FUNDS** | **$132,921.03** | **$132,921.03** |

**DOT TO MAKE CONTRACTOR PAYMENTS**
**NO CONSTRUCTION ENGINEERING REQUESTED**
**TA FEDERAL FUNDS ARE NOT LIMITED**

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 1

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TAC-0051(058)

COUNTY & DATE WARD (101) NOV 17, 2023 09:30AM

LENGTH & TYPE 4.907

MINOT CR 15, WEST OF 26TH ST NW

COMPLETION TIME 09/30/24 SHARED USE PATH, HOT BITUMINOUS PAVING

NO. 23943

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BIDDER ENGINEERS ESTIMATE C.C. CHECK RANK 00 BID PRICE | AMOUNT | BIDDER BECHTOLD PAVING INC MINOT, ND C.C. BOND RANK 01 BID PRICE | AMOUNT | BIDDER KELLER PAVING & LAND SCAPING INC MINOT, ND C.C. BOND RANK 02 BID PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 103 | CONTRACT BOND | L SUM | 1.000 | 2757.000 | 2757.00 | 3800.000 | 3800.00 | 5000.000 | 5000.00 |
| 202 | REMOVAL OF BITUMINOUS SURFACING | SY | 426.000 | 18.000 | 7668.00 | 30.000 | 12780.00 | 31.000 | 13206.00 |
| 302 | AGGREGATE SURFACE COURSE CL 13 | TON | 80.000 | 23.680 | 1894.40 | 105.000 | 8400.00 | 55.000 | 4400.00 |
| 401 | TACK COAT | GAL | 1482.000 | 3.000 | 4446.00 | 5.850 | 8669.70 | 7.500 | 11115.00 |
| 401 | FOG SEAL | GAL | 1428.000 | 5.300 | 7568.40 | 5.850 | 8353.80 | 9.500 | 13566.00 |
| 411 | MILLING PAVEMENT SURFACE | SY | 1838.000 | 5.000 | 9190.00 | 27.750 | 51004.50 | 13.950 | 25640.10 |
| 430 | SUPERPAVE FAA 42 | TON | 4150.000 | 92.000 | 381800.00 | 85.850 | 356277.50 | 109.000 | 452350.00 |
| 430 | PG 58S-34 ASPHALT CEMENT | TON | 249.000 | 900.000 | 224100.00 | 892.000 | 222108.00 | 878.000 | 218622.00 |
| 702 | MOBILIZATION | L SUM | 1.000 | 50000.000 | 50000.00 | 22500.000 | 22500.00 | 35000.000 | 35000.00 |
| 704 | TRAFFIC CONTROL SIGNS | UNIT | 613.000 | 2.000 | 1226.00 | 3.300 | 2022.90 | 5.000 | 3065.00 |
| 704 | TYPE III BARRICADE | EA | 8.000 | 89.000 | 712.00 | 110.000 | 880.00 | 150.000 | 1200.00 |
| 704 | TUBULAR MARKERS | EA | 25.000 | 4.800 | 120.00 | 8.800 | 220.00 | 8.000 | 200.00 |
| | TOTAL | | | | 691481.80 | | 697016.40 | | 783364.10 |
| | | | | | | NO LIMIT | | NO LIMIT | |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: BECHTOLD PAVING INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

NORTH Dakota | Transportation
Be Legendary.

November 29, 2023

John Fjeldahl
Ward County Chairperson
C/O County Auditor
PO Box 5005
Minot, ND 58702

PROJECT NO. – TAC-0051(058)
BURLINGTON E TO NEAR 26th ST NW
SHARED USE PATH, HOT BITUMINOUS PAVING – 4.907 MI

Enclosed is a Resolution for the above project in the November 17, 2023 bid opening. The apparent low bidder is Bechtold Paving Inc. in the amount of $697,016.40. If the County concurs in awarding, please execute the Resolution, and return to our office.

With Gratitude,

Paul M. Benning

PAUL M. BENNING, P.E.,
Local Government Engineer

38/ss
Enclosure

# RESOLUTION

WHEREAS, the bid in the amount of $ 697,016.40 from Bechtold Paving Inc. received in the bid opening of November 17, 2023 for Project TAC-0051(058) was the low bid received.

WHEREAS, this bid is considered reasonable.

NOW THEREFORE, be it resolved by the Board of County Commissioners of WARD County will award to Bechtold Paving Inc. the contract for Project TAC-0051(058) and hereby authorizes the Chairman of the Board to sign said contract.

It is further understood that the County shall reimburse the North Dakota Department of Transportation for any payments made under this contract, which are not collectible from the Federal Highway Administration.

ATTEST:

| | |
|---|---|
| _____ | _____ |
| County Auditor | Chairman, Board of County Commissioners |
| | County: WARD_____ |

This is to certify that the above resolution was adopted and passed at a meeting of the Board of County Commissioners at _____ County on _____.

_____
County Auditor

Item B

MEMO TO: Chairperson, Board of County Commissioners

FROM: Paul M. Benning, Local Government Engineer PMB

DATE: November 15, 2023

SUBJECT: Maintenance Certification

Enclosed is the annual Maintenance Certification for county federal aid projects for you to sign and return to my office by **December 29th, 2023**. This certification states that your county is properly maintaining the projects that had federal aid for construction.

Also, enclosed is a **sample** "Cost Participation, Construction, and Maintenance Agreement" similar to one you have signed for each federal aid construction project (See pages 3 and 4). This does ***not*** need to be returned as it is for your information only.

If you have any questions, please call me at 701-328-2217.

38/kl/ss
Cc: Road Foreman (letter only)
Enclosures

**MAINTENANCE CERTIFICATION**
**COUNTY FEDERAL AID PROJECT**

North Dakota Department of Transportation, Local Government
SFN 51026 (8-2017)

All federal aid highway projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Construction and Maintenance Agreements".

Approved as to form:

| States Attorney (Type or print) |
| --- |
| Signature |

| County of |
| --- |
| Date |

| County Auditor (Type or print) |
| --- |
| Signature |

| Chairman, Board of County Commissioners (Type or print) |
| --- |
| Signature |

Recommended for approval:

| County Engineer/Highway Supervisor (Type or print) |
| --- |
| Signature |

**North Dakota Department of Transportation**
**COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT**
**LPA FEDERAL AID PROJECT**

**Federal Award Information – to be provided by NDDOT**

| | |
|---|---|
| CFDA No: 20.205 | CFDA Title: Highway Planning & Construction |
| Award Name: Federal Aid Highway Program | Awarding Fed. Agency: Federal Highway Admin |
| NDDOT Program Mgr: ${FIELD:CONTRACT_MGR_NAME} | Telephone: |

**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 NDDOT Program Manager.**

**For NDDOT use only.** **FHWA Authorization date:**

**Project No. ${FIELD:PROJECT_NUMBER}** **LPA:**
**Location: ${FIELD:LOCATION}**
**Type of Improvement:** **Length:**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of , North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed percent of the total eligible project cost. The total cost of the project is $ , with the LPA's estimated share being $ .

Additional Funding Clause

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

SAMPLE

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

**PART I**

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

   The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

   Include the following paragraph verbatim in any subcontracts they sign relative to this project:

   > The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.

3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.

4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.

5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.

6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.

7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,

8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

SAMPLE

**PART II**

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:

    a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.

    b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.

    c. Tabulate the bids and send to the LPA.

    d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.

2. The LPA will:

    a. Review bids to determine the lowest responsible bidder.

    b. Execute the contract.

    c. Distribute copies of the executed contract and contract bond to NDDOT.

3. During the construction of the project, the LPA will:

    a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction.*

    b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System.*

    c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.

    d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

**PART III**

Post Construction:

After the project is completed the LPA agrees to:

1. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

SAMPLE

2. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.

3. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.

4. Provide maintenance to the completed project at its own cost and expense.

5. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

**PART IV**

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

   If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.

4. 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.

5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

   Local Government Engineer
   ND Department of Transportation

SAMPLE

608 East Boulevard Avenue
Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that 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.

8. 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 LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SAMPLE

Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

_____
CITY/STATES ATTORNEY (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

LPA of _____
*

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*
_____
TITLE

_____
DATE

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

_____
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

_____
DIRECTOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-17

SAMPLE

## CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

_____

_____

Executed at _____, North Dakota, the last date below signed.

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

APPROVED:

LPA of _____

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*_____
TITLE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-17

SAMPLE

**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.

SAMPLE

**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.P.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).

DRAFT

Memo To: County Auditor

From: Bryon Fuchs
Local Government Assistant Engineer

Subject: County Resolution

If the County Commissioners are unable to sign the County Resolution within 30 days of the bid opening, you will need to get an extension from the Contractor.

They will need to sign an extension letter (sent out by the county) stating they are willing to extend their bid proposal. Dates must be put in the letter such as extending the proposal by 5 days, 10 days, etc. The County Auditor and Contractors signature must be included in the letter along with the date signed. A copy of the signed letter must be sent to Local Government division to ssusie@nd.gov as soon as possible.

If you have any questions, please contact Bryon Fuchs at 328-2516 or Sara Susie at 328-2540.

38/ss

(name of county)County Auditor
Address Line 1
Address Line 2
Phone_____ Fax_____

Date

Contractor Name
Address Line 1
Address Line 2

PROJECT NO:_____ & Description of work being done

The county commissioners will not be meeting until (date) to act on awarding the contract for the above listed project. Since we will not be able to award this project within the 30 days of the bid opening in accordance with Section 103.02 of NDDOT's Standard Specifications for Road and Bridge Construction, (county) would like to request an extension of (# of days) or until (date) to get this completed.

If you are willing to extend your bid proposal, please sign, date and return to the (county) Auditor via email at (email address) as soon as possible.

Sincerely,

Name of Auditor
County Auditor

_____ _____

Name of Contractor Date



**FIRST DISTRICT HEALTH UNIT**
**801 11TH AVENUE SW - P.O. BOX 1268**
**MINOT, ND 58702-1268**
**Phone: (701) 852-1376 Fax: (701) 852-5043**

**NOTICE TO REMOVE**

Public Health
Prevent. Promote. Protect.

LEGAL ADDRESS: MINOT MOBILE ESTATES CONDO 127 NEDROSE-S4

**ZANE SCHLAK**
**WARD COUNTY**
**1717 47TH ST SE**
**MINOT, ND 58701**

**YOU ARE HEREBY NOTIFIED** that the First District Health Unit has examined certain premises owned or occupied by you, and has found thereon certain conditions to exist which are a nuisance, a source of filth or a cause of sickness, which conditions are generally described as follows:

**TRASH**
**JUNK AND TIRES**
**WORN OUT HOUSEHOLD ITEMS**

**YOU ARE HEREBY NOTIFIED** that you must abate and remove such nuisance, source of filth or cause of sickness upon such property owned, or occupied by you **within** 30 **days of receiving this notice**; by taking the following ACTION:

**REMOVE WORN OUT HOUSEHOLD ITEMS**
**REMOVE ALL TRASH, JUNK AND TIRES IN AN APPROVED MANNER**
**MAINTAIN LOT IN A NUISANCE FREE MANNER YEAR ROUND**

**YOU ARE FURTHER NOTIFIED** that in the event you, as the owner or occupant, refuse or neglect to comply with such Notice, the First District Health Unit, as the District Board of Health, may take Legal Action under Sections 23-35-09 and 23-35-13 of the State Century Code.

**DATED AT MINOT, NORTH DAKOTA, THIS 9TH DAY OF JUNE, 2023**.

BY _____

Lisa Otto-Westman, Director
Environmental Health Division

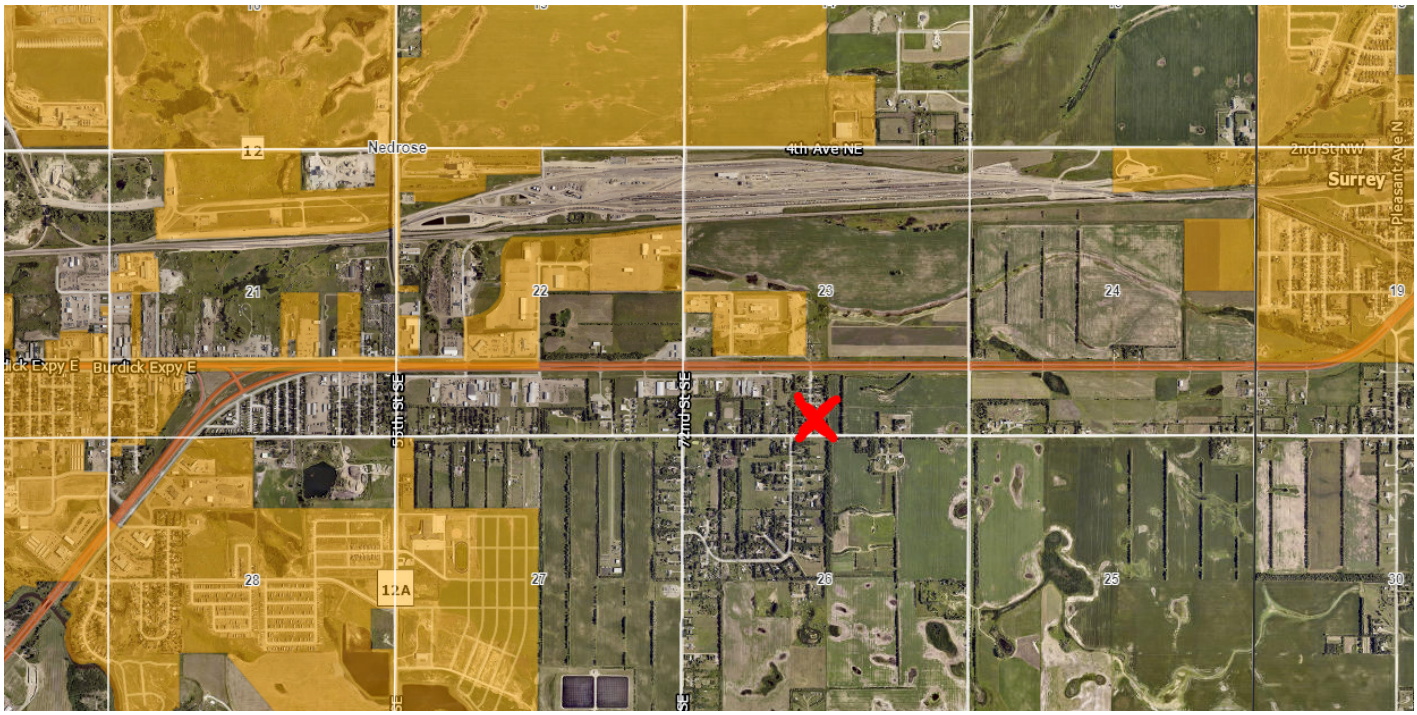
**NOTICE OF RIGHT TO HEARING**

If you question or dispute the need or justification for this order, you may demand that the Unit reconsider the basis for the order at a hearing at which you may be present to present your version of the facts and any argument you may wish to make as to why the order should be withdrawn. Your demand for a hearing should be made in writing before the time or date stated above for you to take action in response to the order. If you timely file such a demand, then a hearing will be scheduled by the Unit at a time and place of which you will be given notice. In the meantime, the order will be suspended until the hearing is held and a final decision is reached by the Unit to stand by the order as originally written, or to modify the order, or to withdraw it.






BEWARE
OF DOG


Nedrose
4th Ave NE
2nd St NW
Surrey
Pleasant Ave N
Burdick Expy E
55th St SE
22nd St SE
11A
21
22
23
24
19
28
27
26
25
30


Lot 125
Lot 127
Lot 129 & 131
23-155-082
79TH ST SE
11TH AVE SE

**STATE OF NORTH DAKOTA** )
)SS.
**COUNTY OF WARD** )

**IN DISTRICT COURT**

**NORTH CENTRAL JUDICIAL DISTRICT**

---

FIRST DISTRICT HEALTH
Plaintiff(s)

VS.

ZANE SCHLAK
Defendant(s)

**SHERIFF'S RETURN**
**CASE #:**

---

STATE OF NORTH DAKOTA
COUNTY OF WARD

| | |
|---|---|
| Date Received: | 8/11/2023 |
| Action: | SEALED ENVELOPE |
| Type of Service: | SPOUSAL |
| Service Status: | SERVED |
| Upon Whom: | ZANE SCHLAK |
| Alternate Served: | DOROTHY SCHLAK / SPOUSE |
| Date/Time Served: | AUGUST 18, 2023 / 3:37 PM |
| Location Served: | 1717 47TH ST SE MINOT, ND 58701 |

Today's Date: 8/21/2023

Service Note:

Robert Roed, Sheriff of Ward County

Sheriff #: 23003520

CONNOR KIRCHER
DEPUTY SHERIFF

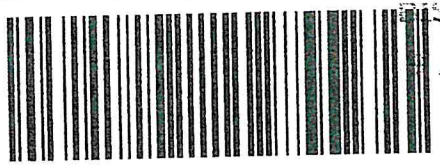
Admin Fee: $2.00

Mileage: $5.20

Service: $30.00

Total: $37.20

CERTIFIED MAIL



7019 1120 0002 3239 8491

BISMARCK ND 585
JUN 2023 PM 1 L

NEOPOST
06/09/2023
US POSTAGE $008.10
ZIP 58703
041M11454980

First District Health Unit
P.O. Box 1268
Minot, North Dakota 58702

ZANE SCHLAK
1717 47TH ST SE
MINOT ND 58701

RETURN RECEIPT

NIXIE 581 DE 1 0006/30/23
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC BC: 58702126868 *1628-04335-09-46
58703-7868 

**STATE OF NORTH DAKOTA** )
)SS.
**COUNTY OF WARD** )

**IN DISTRICT COURT**

**NORTH CENTRAL JUDICIAL DISTRICT**

---

FIRST DISTRICT HEALTH
Plaintiff(s)

VS.

ZANE SCHLAK
Defendant(s)

**SHERIFF'S RETURN**
**CASE #:**

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STATE OF NORTH DAKOTA
COUNTY OF WARD

| | |
|---|---|
| Date Received: | 8/11/2023 |
| Action: | SEALED ENVELOPE |
| Type of Service: | SPOUSAL |
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| Date/Time Served: | AUGUST 18, 2023 / 3:37 PM |
| Location Served: | 1717 47TH STREET SE MINOT, ND 58701 |

Today's Date: 8/21/2023

Service Note:

Robert Roed, Sheriff of Ward County

CONNOR KIRCHER
DEPUTY SHERIFF

Sheriff #: 23003521

Admin Fee: $2.00

Mileage: $5.20

Service: $30.00

Total: $37.20

P.O. Box 1268
Minot, North Dakota 58702

MINOT ND 585
JUN 2023 PM 1 L

7019 1120 0002 3239 8507

NEOPOST
06/09/2023
US POSTAGE $008.10²

ZIP 58703
041M11454980

RETURN RECEIPT

ZANE SCHLAK
7950 HWY 2 E LOT 127
MINOT ND 58701

NIXIE 581 DE 1 0006/30/23
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC 58702126868 BC: 58702126868 *1628-04370-09-46

NE00004100019C

763795

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND DECLARATION OF RESTRICTIONS

This Amendment made this 25th of April, 1996, to the Declaration of Condominium Ownership and Declaration of Restrictions of Minot Mobile Estates Condominium dated July 21, 1981, and recorded in the office of the Register of Deeds for Ward County, North Dakota on July 21, 1981, at 3:05 p.m. as Document No. 600896.

WHEREAS, the legal description for the real property upon which the condominium is located, as contained in the Declaration of Condominium Ownership and Declaration of Restrictions dated July 21, 1981 referred to above, is:

> Lot Twenty (20) and Sublot A of Lot Nineteen (19) Tompkins and Ulrich Second Addition of the South Half Southwest Quarter (S½SW¼) of Section Twenty-three (23), Township One Hundred Fifty-five (155) North, Range Eighty-two (82) West, less that portion of Lot Twenty (20) lying within the South One Hundred Feet (S100') of the North Two Hundred Feet (N200') of the South Half Southwest Quarter (S½SW¼) of Section Twenty-three (23), Township One Hundred Fifty-five (155) North, Range eighty-two (82) West, Ward County, North Dakota.

WHEREAS, it is beneficial to the owners of all of the units and the entire property subject to the Declaration of Condominium Ownership and Declaration of Restrictions dated July 21, 1981, to include additional real property to the real property upon which the condominium is located, so that the real property included within the Minot Mobile Estates Condominium shall be described as:

> Lot 20, Sublot A of Lot 19, and Sublot C of

Lots 18 and 19 Tompkins and Ulrich Second Addition of the S½SW¼ of Section 23, Township 155 North, Range 82 West, less that portion of Lot 20 lying within the South 100 feet of the North 200 feet of the S½SW¼ Section 23, Township 155 North, Range 82 West, Ward County, North Dakota

WHEREAS, such inclusion of property as referred to above will not adversely affect the title of any unit owner or the use of any unit.

NOW, THEREFORE, F.L. Tompkins and R.J. Ulrich, Jr. do hereby amend the Declaration of Condominium Ownership and Declaration of Restrictions dated July 21, 1981 as follows:

2. Submission of Property., as contained in the Declaration of Condominium Ownership and Declaration of Restrictions dated July 21, 1981 is deleted in its entirety and the following provision is included in its place:

"2. Submission of Property. F.L. Tompkins and R.J. Ulrich, Jr., hereby submit the following land owned by them in fee simple, together with the improvements now erected or to be erected thereon, hereinafter collectively called the condominium, according to the provisions of the Laws of North Dakota, Chapter 47-04.1 of the North Dakota Century Code.

Lot 20, Sublot A of Lot 19 and Sublot C of Lot 18 and 19 Tompkins and Ulrich Second Addition of the S½SW¼ of Section 23, Township 155 North, Range 82 West, less that portion of Lot 20 lying within the South 100 feet of the North 200 feet of the S½SW¼ Section 23, Township 155 North, Range 82 West, Ward County, North Dakota

7. Common Elements Or Common Area., as contained in the Declaration of Condominium Ownership and Declaration of Restrictions dated July 21, 1981 is deleted in its entirety and the following provision is included in its place:

"7. Common Elements Or Common Area. The common elements or common areas shall consist of the following:

a. The 66 foot wide private condominium access easement as shown on Exhibit A to the Declaration of Condominium Ownership and Declaration of Restrictions recorded in office of the Ward County Register of Deeds on July 21, 1981 as Document No. 600896.

b. Easements for water lines, sewer lines, natural gas lines, cable television lines, accessory installations, such as septic tanks, drain fields, pump houses, wells, cable television pedestals, electrical pedestals, culverts, and such other further easements as may reasonably be created by the Condominium Association in the future.

c. The improvements, or the right to use the improvements (when the improvements are owned by utility companies) actually built or to be built within the easements provided for a subparagraph b above, except that the sewer line from a mobile home unit to the septic tank serving that unit is not a common element or common area (and hence no common element easement attaches to or is provided for such line) and the electrical heating element at the connection point between the mobile home dwelling and the water line is not a common element but rather part of the unit.

d. Sublot A of Lot 19 and Sublot C of Lots 18 and 19 Tompkins and Ulrich Second Addition of the S½SW¼ of Section 23, Township 155 North, Range 82 West, Ward County, North Dakota.

e. Drain field easement affecting portions of units 110 112, 114, 116 and drain field easement affecting portions of units 119, 121, 123, 125, 127, and 129.

f. Road easement 28 feet in width across the north ends of Lots 103 and 104."

IN WITNESS WHEREOF, F.L. Tompkins and R.J. Ulrich, Jr., have caused this Amendment to the Declaration of Condominium Ownership and Declaration of Restrictions to be executed the day and year first above written.

F.L. Tompkins

R.J. Ulrich, Jr.

STATE OF NORTH DAKOTA )
)ss.
COUNTY OF WARD )

The foregoing instrument was acknowledged before me this 25th day of April, 1996, by F.L. Tompkins and R.J. Ulrich, Jr.

Robert J. Slorby, Notary Public
Ward County, North Dakota
Commission expires: 07/01/2000

RATIFICATION

Tom Sautner, president of the Minot Mobile Estates Condominium Association and Sharon Anderson, secretary of the Minot Mobile Estates Condominium Association, do hereby certify that the foregoing Amendment to Declaration of Condominium Ownership and Declaration of Restrictions dated the 25th day of April, 1996 was duly ratified and accepted by a vote of at least 75% in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of Declaration of Condominium Ownership and Declaration of Restriction and the By-Laws of Condominium.

Dated at Minot, North Dakota, this 29th day of April, 1996.

President

Secretary

STATE OF NORTH DAKOTA )
)ss.
COUNTY OF WARD )

The foregoing instrument was acknowledged before me this 29th day of April, 1996, by Tom Sautner and Sharon Anderson, president and secretary, respectively, of Minot Mobile Estates Condominium Association, on behalf of the association.

Robert J. Slorby, Notary Public
Ward County, North Dakota
Commission expires: 07/01/2000
7-1-00

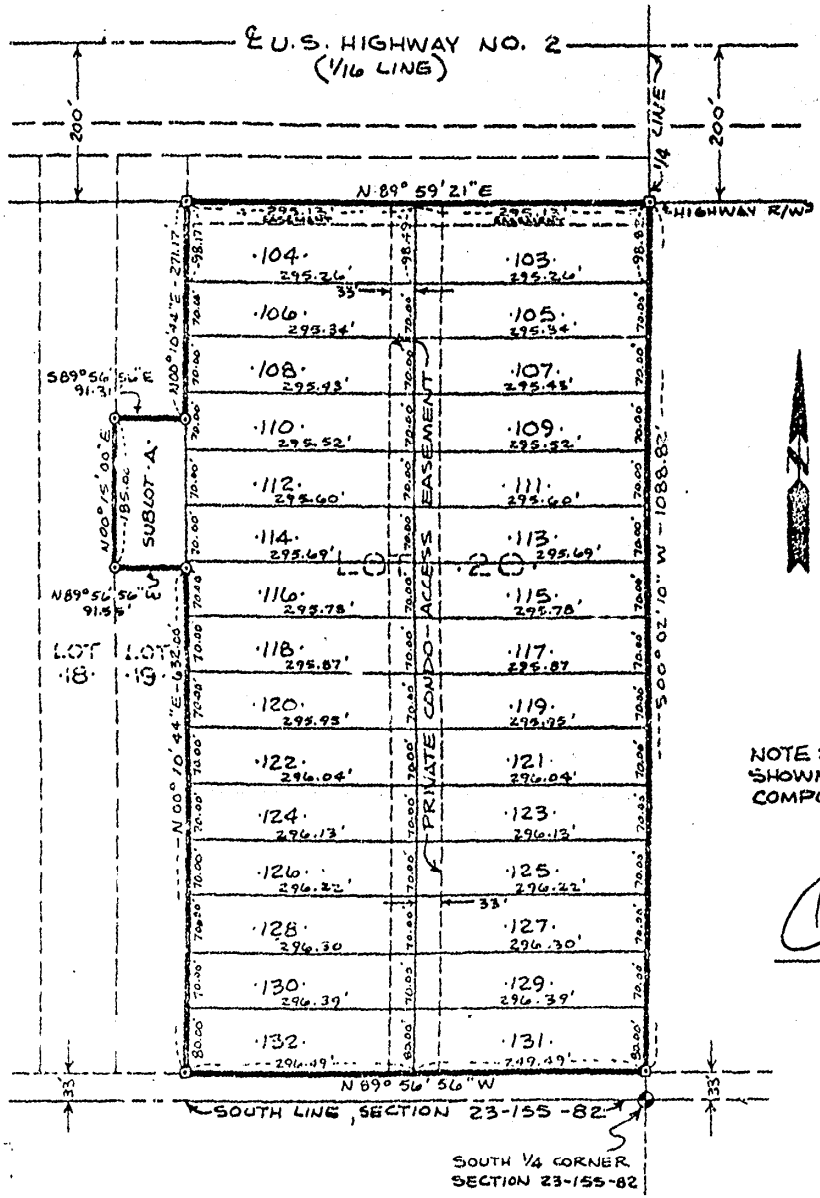
Taxes and special assessments paid and transfer accepted this 9th day of June, 1998.
Dane Leyer
Ward County Auditor

# TOMPKINS & ULRICH

DESCRIPTION:

SUBLOT "A" OF LOT 19, AND LOT 20, LESS THE SOUTH 100 FEET OF THE NORTH 200 FEET OF THE S½ SW¼ (LYING IN LOT 20 AND ADJACENT FRONTAGE ROAD), TOMPKINS AND ULRICH SECOND ADDITION) OF SECTION 23, TOWNSHIP 155 NORTH, RANGE 82 WEST.

NOTE: REFER TO WARRANTY DEED NO. 596514




N

SCALE: 1" = 200'

0' 100' 200'

LEGEND:

⊙ — NO. 5 REBAR

▣ — CONCRETE MONUMENT

NOTE: INDIVIDUAL LOT LINES AS SHOWN ON THIS CERTIFICATE WERE COMPUTED BUT NOT PLATTED.

ORVILLE G. NESDAHL
REGISTERED LAND SURVEYOR
NO. 5150

ORVILLE G. NESDAHL REGISTERED LAND SURVEYOR 5150 NORTH DAKOTA

EXHIBIT B

728202 NE4000941000184
0000941000181

13-94 (SL4)

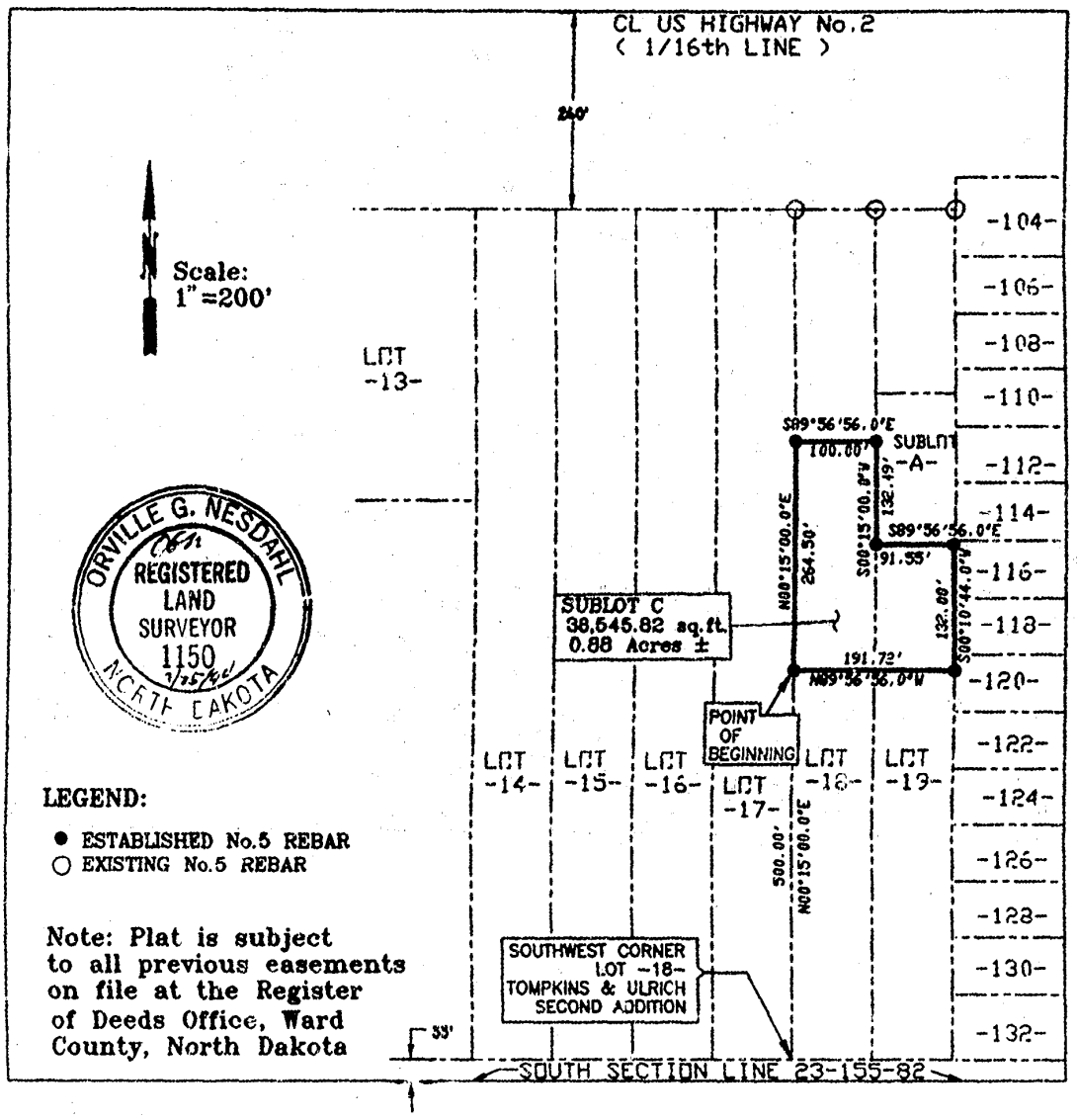
# PLAT OF SUBLOT C

OF LOTS -18- & -19- IN TOMPKINS AND ULRICH SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

of S 1/2 SW 1/4 , Section 23 , Township 155 NORTH , Range 82 WEST

Owner F.L.TOMPKINS & R.J.ULRICH, Jr.

(North)




ORVILLE G. NESDAHL
REGISTERED
LAND
SURVEYOR
1150
NORTH DAKOTA

LEGEND:

- ● ESTABLISHED No.5 REBAR
- ○ EXISTING No.5 REBAR

Note: Plat is subject to all previous easements on file at the Register of Deeds Office, Ward County, North Dakota

(Scale: 1"... 200')

SUBLOT -C- OF LOTS -18- & -19-
IN TOMPKINS AND ULRICH SECOND ADDITION TO THE CITY OF MINOT,
NORTH DAKOTA, IN THE S1/2 SW 1/4 OF SECTION 23, TOWNSHIP 155 NORTH,
RANGE 82 WEST, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT -18- OF TOMPKINS AND ULRICH SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT OF WHICH IS ON FILE AT THE WARD COUNTY REGISTER OF DEEDS OFFICE, WARD COUNTY, NORTH DAKOTA, AND WHICH LIES IN THE S 1/2 SW 1/4 OF SECTION 23, TOWNSHIP 155 NORTH, RANGE 82 WEST; THEN N 00°15'00.0" E, ALONG THE WEST BOUNDARY OF SAID LOT -18-, 500.00 FEET, TO THE POINT OF BEGINNING; THEN N 00°15'00.0" E, 264.50 FEET; THEN S 89°56'56.0" E, 100.00 FEET; THEN S 00°15'00.0" W, 132.49 FEET; THEN S 89°56'56.0" E, 91.55 FEET; THEN S 00°10'44.0" W, 132.00 FEET; THEN N 89°56'56.0" W, 191.72 FEET. TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.88 ACRES, MORE OR LESS.

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 ..... County, North Dakota, ha.... caused to be made the within and foregoing plat of said land with the lots as therein describ d, and hereby donate and dedicate all the streets and alleys hereon shown to the public for public use.

IN TESTIMONY WHEREOF the said owner... ha... hereunto set ..... hand... and seal this ..... day of ....., 19.....

Signed in presence of

F. L. Tompkins ( Seal )

R. J. Ulrich Jr. ( Seal )

..... ( Seal )

STATE OF NORTH DAKOTA }
County of Ward } SS.

On this 22nd day of July in the year 1994, before me, a Notary Public in and for said County and State, personally appeared F.L. Tompkins and R.J. Ulrich Jr.

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

Barbara J. Steenerson
Notary Public

My Commission Expires:
BARBARA J. STEENERSON
Notary Public, Ward County, N. Dak.
My Commission Expires July 14, 1995

**SURVEYOR'S CERTIFICATE**

I, Orville G. Needahl, Surveyor, do hereby certify that at the request of F.L. Tompkins & R.J. Ulrich Jr. I made the within and foregoing plat and description of the land as herein described, and that the lots, distances, area and location, as indicated on said plat and contained in said description, are true and correct.

ORVILLE G. NEEDAHL REGISTERED LAND SURVEYOR NORTH DAKOTA

Orville G. Needahl
Surveyor

Subscribed and sworn to before me this 22nd day of July, 1994

Barbara J. Steenerson
Notary Public

My Commission Expires:
BARBARA J. STEENERSON
Notary Public, Ward County, N. Dak.
My Commission Expires July 14, 1995

Approved JULY 25, 1994
Robert R. Congdon

Approved ....., 19.....

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 6 day of July, 19 94, at 3:15 o'clock P.M., and was duly recorded on page 228202 of Book ____ of Irregular Plats.

Register of Deeds

By _____ Deputy

Ward County Auditor

Approved for entry and transfer
Current taxes and special assessments or installment of special assessments paid and transfer entered this 6 day of July, 19 94
Ward County Auditor

Lots 1 & 2 Block 1 Tompkins Addition

STATE OF NORTH DAKOTA }
COUNTY OF WARD } ss.

REGISTER OF DEEDS

I hereby certify that the within instrument was filed in this office for record on the 9 day of June A.D. 19 98 at 4:24 o'clock P.M. and was duly recorded as Document 763795 of Deeds

Register of Deeds

Deputy

SEAL

#4143
Bond
3100
Robert A. Hoskins
P.O. Box 569
4143 Minot ND 58702

MTG
20-119
21-130

3029827
07/19/2019 09:10:30 AM Page: 1 of 2 $20.00
DEED CAMRUD MADDOCK OLSON & LARSON LTD
Betty Braun, County Recorder Ward, ND

Recorder's Office, Ward, ND 07/19/2019 09:10:30 AM
I certfiy that this instrument was filed for record this date.
Betty Braun, County Recorder
by Betty Braun 3029827

COUNTY RECORDER Seal Ward Co. State of North Dakota

QUIT CLAIM DEED NE5100394000000

THIS INDENTURE, Made this 3rd day of July, 2019, between **Barbara Erickson, a single person**, Grantor, and **Zane Schlak**, Grantee, whose post office address is 1717 47th St. SE, Minot, ND 58701.

WITNESSETH, That the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, REMISE, RELEASE and QUIT-CLAIM unto the Grantee, FOREVER, all the Grantor's right, title and interest in and to the following described lot, piece or parcel of land situated in the **County of Ward and State of North Dakota**, and known and described as follows, to-wit:

**Unit 127, Minot Mobile Estates Condominium, located on Lot 20 and Sublot A of 19 Tompkins and Ulrich Second Addition of the S½SW¼ of Section 23, Township 155 North, Range 82 West of the 5th P.M., less that portion of Lot 20 lying within the South 100 feet of the North 200 feet of the S½SW¼ Section 23, Township 155 North, Range 82 West of the 5th P.M., according to the provisions of the Declaration of Condominium Ownership and Declaration of Restrictions, recorded as Document No. 600896.**

TO HAVE AND TO HOLD, The above quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee, FOREVER.

IN TESTIMONY WHEREOF, The Grantor has hereunto set her hand the day and year first above written.

Barbara Erickson
Barbara Erickson

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 3rd day of July, 2018, before me personally appeared Barbara Erickson, a single person, known to me to be the person who is described in, and who executed the within and foregoing instrument, and severally acknowledged that she executed the same.

KYLENE ASKVIG
Notary Public
State of North Dakota
My Commission Expires October 30, 2022

Kylene Askvig
Notary Public

I certify that the full consideration paid for the property conveyed by this deed:

( ) is $_____.
( X ) is exempted from filing requirements N.D. CENT. CODE §11-18-02.2(6)(h) and (i).

Signed: _____ Date: 7/3/19
Grantee or Agent

The legal description was obtained from a previously recorded instrument:
Megan J. Flom, Lic. No.: 08100
Camrud, Maddock, Olson & Larson, Ltd.
P. O. Box 5849
Grand Forks, ND 58206-5849
(701) 775-5595

Taxes and special assessments paid
and transfer accepted this 19th day
of July, 2019
Tasha R. Walter, DP
Ward County Auditor / Treasurer

# 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: December 5, 2023

Re: Human Resource's Agenda Items for December 5, 2023 Commission Meeting

---

Human Resources Office's Agenda items for the December 5, 2023 Commission Meeting are as follows:

1. Pay Amendments

**Pay Amendments** 12.5.23

**New Hires/Rehires**

| Name | Dept | Title | FT/PT | Pay | Start Date |
|---|---|---|---|---|---|
| Paul O'Dell | Jail | Correctional Officer | FT | $23.25 | 11.20.23 |
| Logan Simons | State's Attorr | Assistant State's Attorney | FT | $50.35 | 12.11.23 |
| Sarah James | Library | Library Assistant | 15 hrs | $16.04 | 12.18.23 |
| | | | | | |

**Dept Change/Promotion**

| Name | Dept | Title | FT/PT | Pay | Start Date |
|---|---|---|---|---|---|
| Elizabeth Pietsch | Tax | Planning & Zoning Adminstrato | FT | $20.94 | 12.1.23 |
| Danielle Ritchie | Recorder | Chief Deputy Recorder | FT | | 12.1.23 |
| Kayla Powers | Sheriff | Corporal | FT | | 12.1.23 |
| | | | | | |
| | | | | | |

**Seperations**

| | | | | | |
|---|---|---|---|---|---|
| Lucky Madsen | Highway | Equipment Operator | FT | | 11.8.23 |
| Juan Villegas | Jail | Correctional Officer | FT | | 11.19.23 |
| | | | | | |
| | | | | | |
| | | | | | |

## Featured Job Opportunities

**Admin Assistant - Auditor Department**

Posted November 27, 2023 10:45 AM | Closes December 11, 2023 4:30 PM

Ward County Auditor/Treasurer Administrative Assistant Starting Pay Range: $19.31 - $21.32 Type of Recruitment:... Full Description

**Admin Assistant II - Recorder Department**

Posted November 26, 2023 9:00 PM | Closes December 11, 2023 9:00 AM

Admin Assistant II The Ward County Human Resources Department will be accepting applications for the position of an Admin Assistant II available in the Ward County Recorder... Full Description

Apply Online

**Assistant State's Attorney**

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

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

**Civil Engineer**

Posted September 6, 2023 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

**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

**Vision Zero Outreach Coordinator**

Posted November 26, 2023 8:00 PM | Closes December 11, 2023 9:00 AM

Starting Pay Range: $68,000 - $72,000 - DOE Type of Recruitment: Internal/External Full Benefit Package – Including 100% Paid Health... Full Description

Apply Online

1054 Texan Trail Ste #300 • Grapevine, Texas 76051
Tel: 682-651-0034 • Fax: 817-527-4081
gsstx@gssmidwest.com • www.gssmidwest.com

November 21, 2023

GSS Project # D23806-ND

Ward County Auditor/Treasurer
Ward County Courthouse
225 SE 3rd Street
Minot, North Dakota 58701
701-857-6420
Auditor.Treasurer@wardnd.com

**RE: NOTICE OF INITIATION OF THE SECTION 106 PROCESS-PUBLIC PARTICIPATION**
**HEMPHILL– FOXHOLM 1799**
**BURLINGTON, WARD COUNTY, NORTH DAKOTA**

Notice of Initiation of the Section 106 Process-Public Participation in accordance with the FCC's Nationwide Programmatic Agreement. Notice of Initiation of the Section 106 Process-Public Participation in accordance with the FCC's Nationwide Programmatic Agreement. Hemphill intends to construct a communications facility at Hwy 52 North, Burlington, Ward County, North Dakota 58722 (48.330667, -101.521753). The facility will include a self-support telecommunications tower with an approximate overall height of 199 ft. and associated equipment. Hemphill is publishing this notice in accordance with Federal Communications Commission regulations (47 CFR § 1.1307) for Section 106 of the National Historic Preservation Act (NHPA) and for the National Environmental Policy Act (NEPA).

Hemphill must comply with all Federal, State and local regulations governing the proposed facility. Section 106 of the National Historic Preservation Act of 1966, as amended, requires Hemphill to evaluate this project for any effect it may have on Historic Properties. As part of this evaluation, Hemphill is required to publish Public Notice in an effort to gather comments on the potential effects of the proposed facility on Historic Properties.

The purpose of this letter is to:

- Notify your office that Public Notice seeking comments on the potential effects of the proposed construction on Historic Properties was published in the Minot Daily News on November 14, 2023.
- Invite comments on the potential effects of the proposed facility on Historic Properties, from your office and any other relevant individuals or groups that you may be aware of.

Attached to this letter are the following: a topographic map, aerial photograph, site map, and a copy of the wording placed in the Public Notice.

We respectfully request that parties interested in submitting comments regarding any potential effects of the proposed facility on Cultural or Historic Properties, or questions regarding the project, may do so by sending them to GSS, Inc., 1054 Texan Trail, Suite 300, Grapevine, TX 76051; Ph. (682) 651-0034 within 30 days of the date of this letter.

Sincerely,

Laynie Hardisty
GSS, Inc.

Enclosure

**FIGURE 1 – SITE PLAN MAP**

HEMPHILL - FOXHOLM 1799 /GSS PROJECT #D23806

BURLINGTON, WARD COUNTY, NORTH DAKOTA

GSS ArcGIS Map




10/25/2023, 11:18:22 AM

1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

Esri, NASA, NGA, USGS, FEMA, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Esri Community Maps GSS, Inc.

Esri Community Maps Contributors, State of North Dakota, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Sources: Esri, HERE, Garmin, USGS, Intermap,

GSS INC.

N

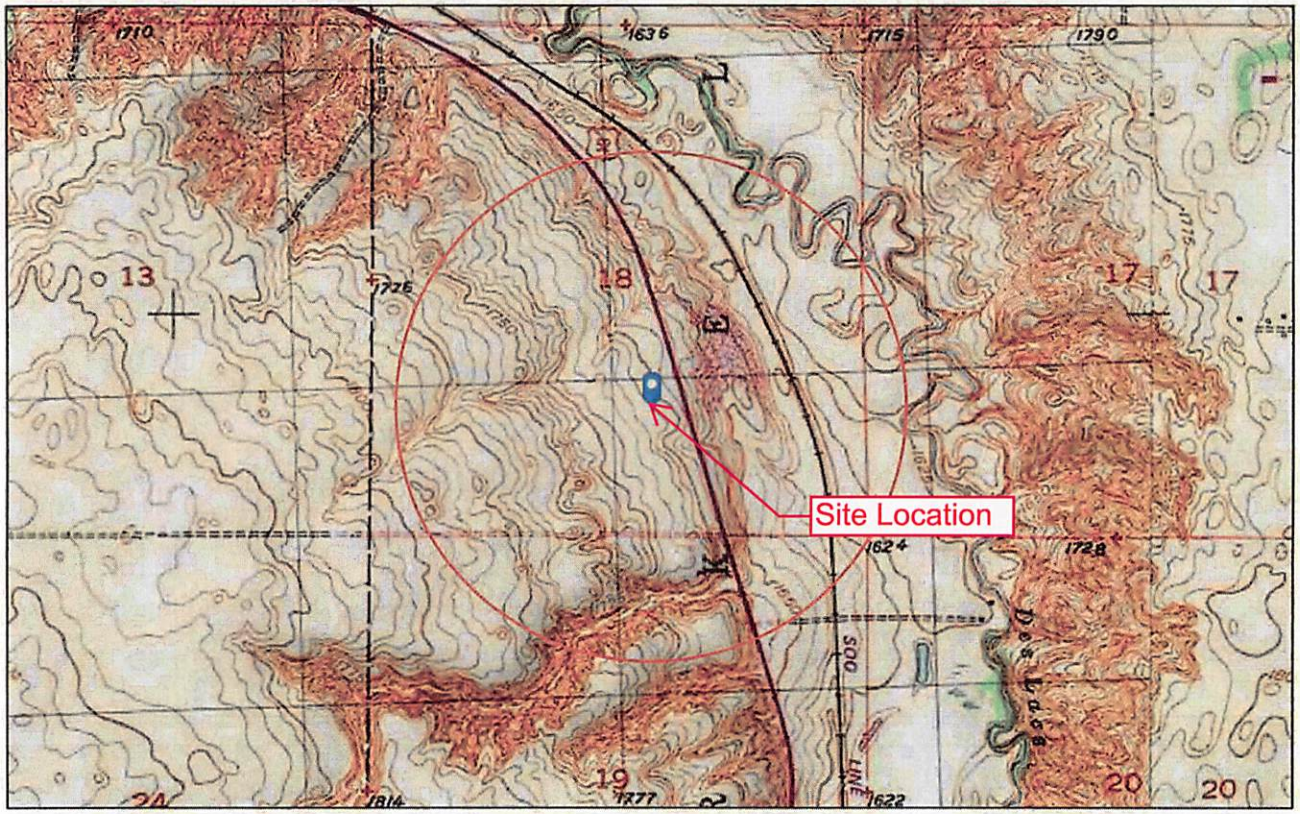
**FIGURE 2 – TOPOGRAPHIC MAP**

HEMPHILL - FOXHOLM 1799 / GSS PROJECT #D23806

DES LACS QUAD, 1980

SECTION: 18, TOWNSHIP: 1 6N, RANGE: 8 W

GSS ArcGIS Map




10/25/2023, 11:20:35 AM

1:24,000

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Esri, NASA, NGA, USGS, FEMA. Copyright:© 2013 National Geographic Society, i-cubed. State of North Dakota, Esri, HERE, Garmin, SafeGraph, GSS, Inc.

Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, State of North Dakota, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Sources: Esri, HERE, Garmin, USGS, intermap,

GSS INC.

**Map Legend**

Proposed Site

N

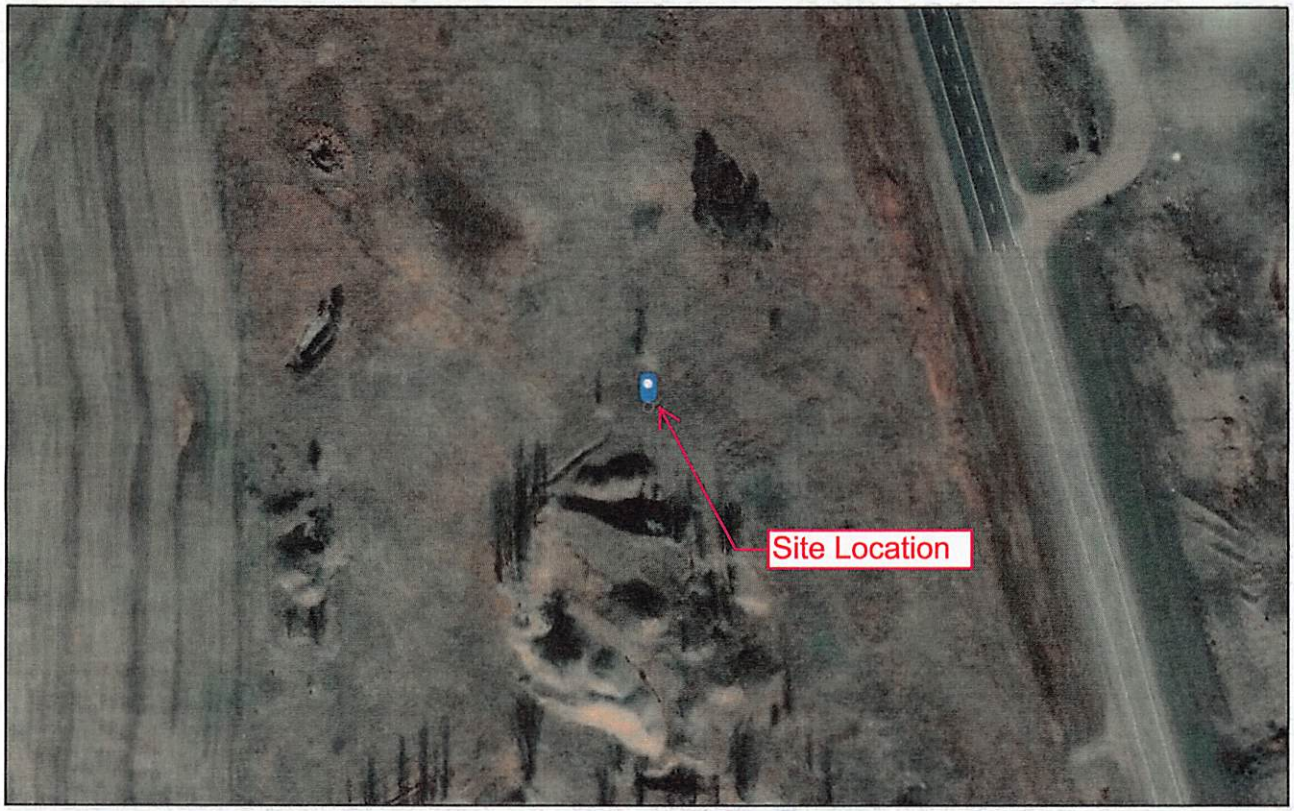
**FIGURE 3 - AERIAL MAP**

HEMPHILL - FOXHOLM 1799 / GSS PROJECT #D23806

BURLINGTON, WARD COUNTY, NORTH DAKOTA

OCTOBER 20, 2018

GSS ArcGIS Map




10/25/2023, 11:18:22 AM

1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

Esri, NASA, NGA, USGS, FEMA, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Esri Community Maps GSS, Inc.

Esri Community Maps Contributors, State of North Dakota, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Sources: Esri, HERE, Garmin, USGS, Intermap,

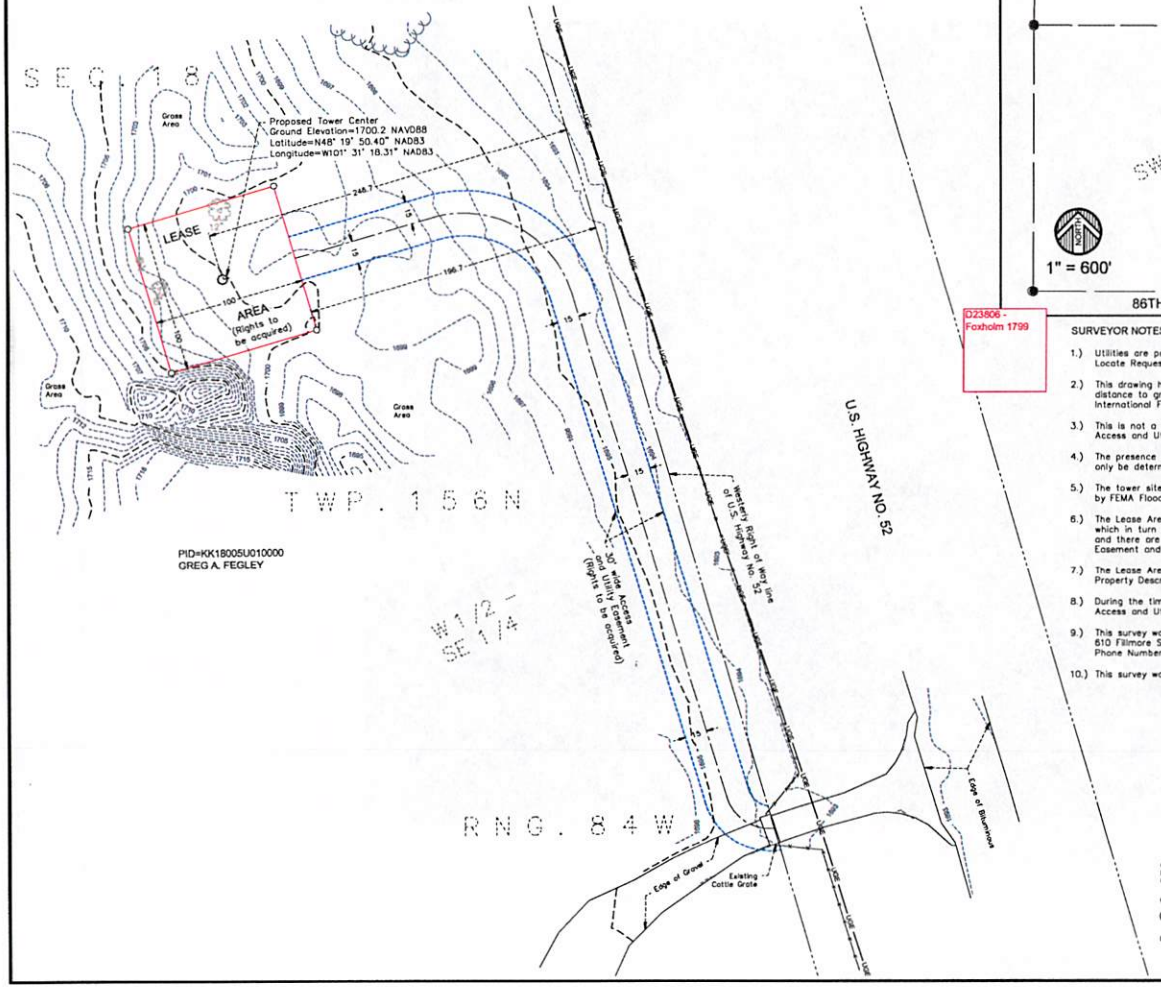
GSS INC.

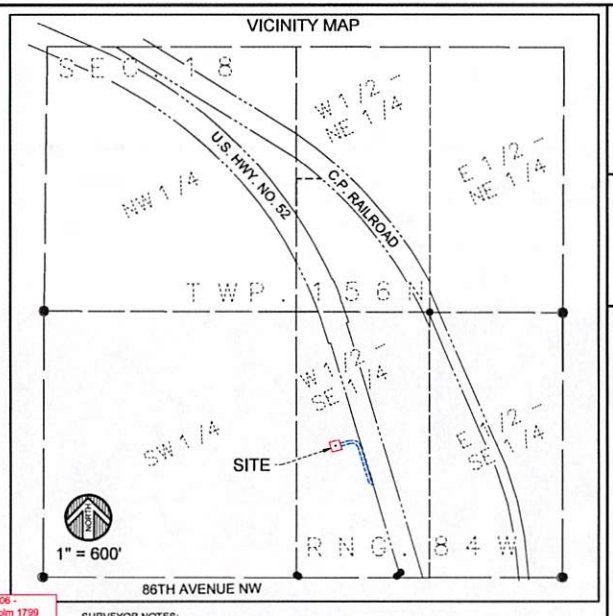
N

# SITE SURVEY

## LEGEND

- TREE DECIDUOUS
- BARBED WIRE FENCE
- UGE — UNDERGROUND ELEC
- BOUNDARY LINE
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- RIGHT OF WAY LINE
- DEED / LOT LINE
- LEASE AREA
- PROPOSED EASEMENT LINE
- CENTERLINE
- GRAVEL SURFACE




D23806 - Foxholm 1799

SURVEYOR NOTES:

1.) Utilities are per observed evidence, provided maps and from markings per NORTH DAKOTA ONE CALL, Locate Request Ticket No. 23118402, dated September 18, 2023.

2.) This drawing has been scaled from North Dakota State Plane Coordinate System North Zone grid distance to ground distance by a scale factor of 1.0001330233. The unit of distance is the International Foot.

3.) This is not a boundary survey of the parent parcel. This survey represents the Lease Parcel and Access and Utility Easement only.

4.) The presence and location of wetlands has not been determined on the property. Wetlands should only be determined by an actual field delineation performed by a qualified wetland specialist.

5.) The tower site lies within Zone "X" (Area determined to be outside 500-year flood plain) as depicted by FEMA Flood Insurance Rate Map No. 38101C0535, effective date January 19, 2000.

6.) The Lease Area is contiguous along its common boundaries to the Access and Utility Easement, which in turn is contiguous along its common boundaries to the right of way of U.S. Highway No. 52, and there are no gaps, gores, spaces or overlaps between or among any of said Lease Parcel, Easement and Public Right of Way.

7.) The Lease Area together with all Access and Utility Easements are within the area described in the Property Description contained herein.

8.) During the time of the survey there were no visible encroachments to the Lease Area and the Access and Utility Easement.

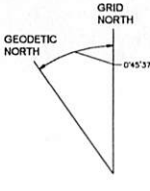
9.) This survey was prepared by Widseth,
610 Fillmore St., Alexandria, MN 56308
Phone Number: 320-762-8149

10.) This survey was prepare for Hemphill.

0 40 80
SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM NORTH ZONE NAD83 (2011)

- ● = DENOTES A FOUND IRON MONUMENT
- ● = DENOTES A FOUND SECTION CORNER MONUMENT
- ○ = DENOTES A SET REBAR W/ CAP NO 5773




HEMPHILL

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

© 2023 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

PROPERTY OWNER:
**GREG A. FEGLEY**

PARCEL NO:
**KK18005U010000**

ZONED:
**(A-1) AGRICULTURE**

DEED REFERENCED:
**DEED DOCUMENT NO. XXXXXXX**

SITE NAME:
**FOXHOLM**

SITE NUMBER:
**1799**

SITE ADDRESS:
**9251 Hwy. 52 N, Burlington, Ward County, ND 58722**

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED [illegible] UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

PRELIMINARY

SIGNATURE: _____
CHRIS D. JORDHEIM, L.S.
DATE: 10/2/23 LICENSE # 4897

FULL SCALE ON 22"x34"
HALF SCALE ON 11"x17"
2023-11488

| No. | Date | REVISIONS | By | CHK | APP'D |
|---|---|---|---|---|---|

FIELD WORK: 9/26/23 | CHECKED BY: BTB | DRAWN BY: JMB

**FIGURE 5 – WETLAND MAP**

HEMPHILL - FOXHOLM 1799 / GSS PROJECT #D23806

BURLINGTON, WARD COUNTY, NORTH DAKOTA



**PUBLIC NOTICE**

Notice of Initiation of the Section 106 Process-Public Participation in accordance with the FCC's Nationwide Programmatic Agreement. Hemphill, LLC, intends to construct a communications facility at Hwy 52 North, Burlington, Ward County, North Dakota 58722 (48.330667, -101.521753). The facility will include a self-support telecommunications tower with an approximate overall height of 199 ft. and associated equipment. Hemphill, LLC, is publishing this notice in accordance with Federal Communications Commission regulations (47 CFR § 1.1307) for Section 106 of the National Historic Preservation Act (NHPA) and for the National Environmental Policy Act (NEPA). We respectfully request that parties interested in commenting on this Federal undertaking relative to potential effects on cultural or historic properties or with questions on the proposed facility should contact GSS, Inc., 1054 Texan Trail, Suite 300, Grapevine, TX 76051; Ph. (682) 651-0034 within 30 days of the posting of this notice. (GSS #D23806-ND)

# AGREEMENT TO PROVIDE ASSISTANCE

Providing shelter to the victims of domestic violence is a goal common to Ward County, a political subdivision of the State of North Dakota, and Domestic Violence Crisis Center, Inc. of Minot, North Dakota, a private, non-profit agency. As Section 11-11-63 NDCC requires a contract covering County expenditures to domestic violence programs, Domestic Violence Crisis Center, Inc. and Ward County enter into the following agreement:

I. TERM. This Agreement shall be in effect beginning January 1, 2024 and continuing through December 31, 2024.

II. COMPENSATION. Ward County agrees to pay Domestic Violence Crisis Center, Inc. for and in consideration of the sum of $43,259.00 to help defray general shelter operating expenses including, but not limited to, the following: house parents' wages, utilities, maintenance, alarm and food for shelter residents.

III. SCOPE OF SERVICE. Domestic Violence Crisis Center, Inc. provides, at no charge, emergency shelter, counseling, community education, support groups, 24-hour-crisis lines, referral services and food to victims of domestic violence and their children. In addition and without the use of Ward County funds, the Domestic Violence Crisis Center provides transitional housing on a percentage adjusted income basis. The participants share in transitional housing costs is no greater than 30% of their adjusted gross income and is administered in the same manner as federally subsidized housing programs.

IV. ACCEPTANCE. The parties of this agreement are aware of the conditions referred to in the Agreement and do hereby agree to maintain responsibilities under this Agreement.

APPROVED:

Domestic Violence Crisis Center, Inc.

Dated at Minot, North Dakota, this 27 day of November, 2023.

Signed: Jill McDow
Executive Director, Domestic Violence Crisis Center, Inc.

Ward County

Dated at Minot, North Dakota, this _____ day of _____, 20___.

Signed: _____
Chairman, Ward County Commissioners

United States Department of the Interior

BUREAU OF RECLAMATION
Dakotas Area Office
304 East Broadway Avenue
Bismarck, ND 58501

IN REPLY REFER TO:

DK-5000-23-01
2.1.4.17

Subject: Bureau of Reclamation's Release of the Draft Programmatic Environmental Assessment for Phase III of Funding of Design, Construction, Operation and Maintenance of Water Infrastructure Projects: Fort Berthold Rural Water System, Fort Berthold Indian Reservation, North Dakota

Dear Interested Party:

The Bureau of Reclamation Dakotas Area Office has prepared a Draft Programmatic Environmental Assessment (PEA) for Phase III of Funding, Design, Construction, Operation, Maintenance, Repair (OM&R) and/or Replacement of Phase III Fort Berthold Rural Water System (FBRWS) Projects (Figure 1).

Reclamation is the lead Federal agency responsible for ensuring compliance with the National Environmental Policy Act, National Historic Preservation Act, and related Federal environmental and cultural resource legislation. The draft PEA presents the Proposed Action Alternative and evaluates the potential impacts to the human and natural environment associated with the Proposed Action Alternative in comparison with the No Action Alternative.

Reclamation will use this draft PEA and any reviewer comments to determine whether the project will have any significant impacts on the human and natural environment. If no significant issues are identified, Reclamation would issue a Finding of No Significant Impact. If any significant issues are identified, we may consider the preparation of an Environmental Impact Statement. Reclamation defines significant in accordance with 40 CFR 1508.27.

A digital copy of the draft PEA is available at https://www.usbr.gov/gp/dkao/index.html. Hard copies of the draft PEA may be obtained by calling Ms. Ashley Persinger, Environmental Coordinator, at (701) 221-1282 or by requesting in writing from Area Manager, Bureau of Reclamation, 304 E. Broadway Ave., Bismarck, ND 58501.

We would appreciate your review and comments on the draft PEA. The review period will be open until December 15, 2023. Comments may be submitted in writing to:
Ms. Ashley Persinger, Environmental Coordinator, Dakotas Area Office, 304 E. Broadway Ave., Bismarck, ND 58501, or email apersinger@usbr.gov or call (701) 221-1242. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

SCOTT HETTINGER

Digitally signed by SCOTT HETTINGER
Date: 2023.11.15 15:24:17 -06'00'

Joseph E. Hall
Area Manager

Enclosure

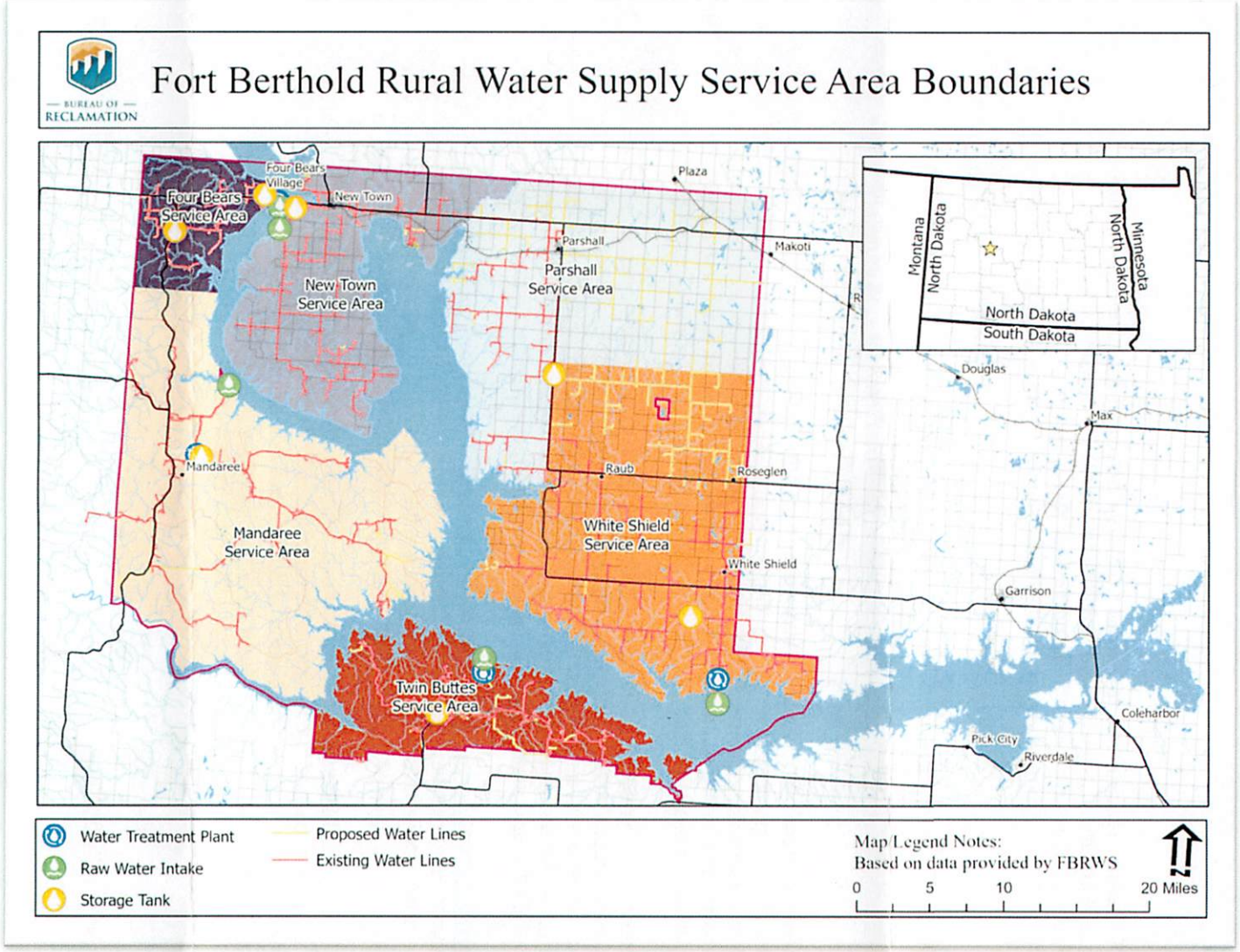



Figure 1. Fort Berthold Rural Water Service Areas

# MOTION

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

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

| **Name of Purchaser** | **Description** |
|---|---|
| STEWART, TRAVIS | S/D BLOCKS 2 & 3 OENS ADDITION LOT 5 BLOCK 2 |

ADOPTED: December 5, 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 (MI132860200050) – STEWART, TRAVIS

# QUIT CLAIM DEED

THIS INDENTURE, made this 5th day of December, 2023, between Ward County, Grantor, and Travis Stewart, 511 7th St NE, Minot, ND 58703, Grantee.

WITNESSETH, For and in consideration of the sum of Two Thousand Nine Hundred Six and 90/100---- ($2,906.90): and being in the County of Ward and the State of North Dakota, and described as follows, to-wit:

**S/D BLOCKS 2 & 3 OENS ADDITION LOT 5 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 5th day of December, 2023 by _____, 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:

MOTION

Moved by Comm. _____, seconded by Comm. _____ to approve the County Deed for the sale of the following property:

| **Name of Purchaser** | **Description** |
|---|---|
| LEMON, BRYCE MICHAEL<br>PARCEL # MI130160000682 | BELMONT ADDITION SOUTH 5 OF LOT 68 |

ADOPTED: December 5, 2023

Roll call: ____ Yes _____ No

Motion Carried / Denied

_____
Chair
Ward County Board of Commissioners

ATTEST:

_____
Auditor/Treasurer
Ward County

(County Deed to Purchase at Private Sale) – NDCC 57-28-16-18 (Parcel #MI130160000682)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Bryce Michael Lemon whose address is 616 11th St NE, Minot, ND 58703 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2017 to 2022 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Two Hundred Fifty and no/100---($250.00)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**BELMONT ADDITION SOUTH 5 OF LOT 68**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

MOTION

Moved by Comm. _____, seconded by Comm. _____ to approve the County Deeds for the following tax foreclosed properties sold at public auction:

| Name of Purchaser | Description |
|---|---|
| JUAREZ, ARMANDO, JR.<br>PARCEL # KM180072000060 | TOLLEYS FIRST ADDN L6 B20 KENMARE CITY-S28 |
| JUAREZ, ARMANDO, JR.<br>PARCEL # KM180110200110 | NORTHWOOD HGTS ADDN LOT 11 BLK 2 KENMARE CITY-S28 |
| JUAREZ, ARMANDO, JR.<br>PARCEL # SW100030000030 | BUSCH 2ND ADDN TO SAWYER L2 LS E25'& ALL L3 SAWYER |
| FOWLER, ZASEAN & STEPHANIE<br>PARCEL # EL180010400020 | NIOBE LOTS 1 & 2 B 4 ELMDALE-S28 |
| FOWLER, ZASEAN & STEPHANIE<br>PARCEL # MI241450000060 | HECKERS FIRST ADDN LOT 6 |
| FOWLER, ZASEAN & STEPHANIE<br>PARCEL # SW110990000070 | OLT 7 OF NE S11-153-81 SAWYER-S16 SFD A .81 |
| GAGNON, WILLIAM J, JR<br>PARCEL # DG000010900040 | DOUGLAS LOT 4 BLK 9 DOUGLAS CITY-S50 |
| GAGNON, WILLIAM J, JR<br>PARCEL # DG000010900050 | DOUGLAS LOT 5 BLK 9 DOUGLAS CITY-S50 |
| GAGNON, WILLAIM SCOTT GAGNON<br>PARCEL # DG000011900050 | DOUGLAS LOT 5 BLK 19 DOUGLAS-S50 |
| HOLDER, ARIEL<br>PARCEL # KM000011000121 | ORIG KENMARE LS E65' L11 & 12 B10 KENMARE CITY |
| HOLDER, ARIEL<br>PARCEL # KM200060300080 | TOLLEYS PLAT L8 B3 KENMARE CITY-S28 |
| FOSS, RICHARD C & ELAINE E<br>PARCEL # SP180990000010 | OLT 1 OF SE LESS R-O-W S18-151-84 SPRING LAKE-S50 A 1.76 |
| HUUS, CHRIS<br>PARCEL # MK000010100150 | MAKOTI S2 L14 & ALL L15 B1 MAKOTI-S161 |
| VALLEY ST LLC<br>PARCEL # BT26005U080000 | SENWNE S26-155-84 BURLINGTON-S7 A 10 |

ADOPTED: December 5, 2023

Roll call: ____ Yes _____ No
Motion Carried / Denied

_____
Chair
Ward County Board of Commissioners

ATTEST:

_____
Auditor/Treasurer
Ward County

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # KM180072000060)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Armando Juarez, Jr., whose address is 520 H Street, PO Box 133, Cosmopolis, WA 98537 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of One Thousand Seven Hundred Seventy-Nine and 05/100---($1,779.05)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**TOLLEYS FIRST ADDN L6 B20 KENMARE CITY-S28**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # KM180110200110)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Armando Juarez, Jr., whose address is 520 H Street, PO Box 133, Cosmopolis, WA 98537 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Three Hundred Eighty-Four and 19/100---($384.19)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**NORTHWOOD HGTS ADDN LOT 11 BLK 2 KENMARE CITY-S28**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # SW100030000030)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Armando Juarez, Jr., whose address is 520 H Street, PO Box 133, Cosmopolis, WA 98537 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Twelve Thousand Seven Hundred Thirty-Eight and 31/100---($12,738.31)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**BUSCH 2ND ADDN TO SAWYER L2 LS E25'& ALL L3 SAWYER**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel #EL180010400020)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and ZaSean Fowler and Stephanie Fowler, as joint tenants whose address is 700 Beacon St, Minot, ND 58701 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of One Hundred Fifty and no/100---($150.00)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**NIOBE LOTS 1 & 2 B 4 ELMDALE-S28**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, their heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel #MI241450000060)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and ZaSean Fowler and Stephanie Fowler, as joint tenants whose address is 700 Beacon St, Minot, ND 58701 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Three Thousand Five Hundred and no/100---($3,500.00)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**HECKERS FIRST ADDN LOT 6**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, their heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____

Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel #SW110990000070)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and ZaSean Fowler and Stephanie Fowler, as joint tenants whose address is 700 Beacon St, Minot, ND 58701 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Seven Hundred and no/100---($700.00)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**OLT 7 OF NE S11-153-81 SAWYER-S16 SFD A .81**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, their heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel #DG000010900040)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and William J. Gagnon, Jr., whose address is 31600 156th St SW, Douglas, ND 58735 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Two Hundred and no/100---($200.00)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**DOUGLAS LOT 4 BLK 9 DOUGLAS CITY-S50**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____

Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # DG000010900050)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and William J. Gagnon, Jr., whose address is 31600 156th St SW, Douglas, ND 58735 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Two Hundred and no/100---($200.00)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**DOUGLAS LOT 5 BLK 9 DOUGLAS CITY-S50**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____

Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # DG000011900050)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Willaim Scott Gagnon, whose address is 400 Marck's St, Douglas, ND 58735 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Two Hundred Fifty-Eight and 74/100---($258.74)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**DOUGLAS LOT 5 BLK 19 DOUGLAS-S50**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # KM000011000121)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Ariel Holder, whose address is 304 1st Ave NW, Apt. 2, Kenmare, ND 58746 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Two Thousand Seven Hundred and no/100---($2,700.00)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**ORIG KENMARE LS E65' L11 & 12 B10 KENMARE CITY**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, her heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____

Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # KM200060300080)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Ariel Holder, whose address is 304 1st Ave NW, Apt. 2, Kenmare, ND 58746 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Four Thousand Two Hundred Fifty-Five and 69/100---($4,255.69)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**TOLLEYS PLAT L8 B3 KENMARE CITY-S28**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, her heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____

Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # SP180990000010)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Richard C. Foss and Elaine E. Foss, as joint tenants, whose address is 12001 331 Ave SW, Douglas, ND 58735 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Two Thousand Three Hundred and no/100---($2,300.00)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**OLT 1 OF SE LESS R-O-W S18-151-84 SPRING LAKE-S50 A 1.76**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, their heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # MK000010100150)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Chris Huus, whose address is PO Box 6, Makoti, ND 58756 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Four Thousand One Hundred Seventy-Two and 88/100---($4,172.88)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**MAKOTI S2 L14 & ALL L15 B1 MAKOTI-S161**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

(County Deed to Purchase at Foreclosure Sale) – NDCC 57-28-16-18 (Parcel # BT26005U080000)

# COUNTY DEED

THIS INDENTURE, made this 5th day of December, 2023, between the County of Ward, North Dakota, party of the first part whose address is PO Box 5005, Minot ND 58702, and Valley St LLC, whose address is PO Box 31, Berthold, ND 58718 party of the second part, witnesseth:

WHEREAS, the real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years of 2020 to 2023 inclusive, with interest and penalties, accrued pursuant to law and thereafter foreclosed upon according to North Dakota Law for nonpayment:

WHEREAS, the real property was offered for sale, and sold pursuant to authority of law, on the _____ day of _____, _____, and at the sale, the second party became the purchaser of the whole thereof for the sum of Four Thousand Seven Hundred Fifty and no/100---($4,750.00)---Dollars, which sum has been paid in full;

NOW, THEREFORE, the said County as party of the first part, in consideration of the premises, and pursuant to authority of law, hereby does grant, bargain, sell and convey to the second party, the second party's heirs and assigns, that certain real property situated in said County of Ward, North Dakota, described as follows, to-wit:

**SENWNE S26-155-84 BURLINGTON-S7 A 10**

TO HAVE AND TO HOLD, the above described real property with all of the appurtenances thereunto belonging to the said party of the second part, their heirs and assigns forever, except that said property is conveyed subject to installments of special assessments certified or to be certified to the County Auditor or what may become due subsequent to the time of service of the notice of expiration of the period of redemption.

IN WITNESS WHEREOF John Fjeldahl and Marisa Haman, as Chair of the Board of County Commissioners and County Auditor/Treasurer, respectively, of said County, hereby do set their hands the day and year first above written, and do cause the seal of said County to be affixed thereto.

I certify that the requirement for this statement
Of full consideration does not apply as is
Exempted by ____ of NDCC11-18-02.2(6)
Signed _____ Dated _____
Grantee or Agent

WARD COUNTY, NORTH DAKOTA

_____
Chair, Ward County Commissioners

_____
County Auditor/Treasurer

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF WARD )

On this 5th day of December, 2023 personally appeared before me, a Notary Public within the aforesaid County and State, John Fjeldahl and Marisa Haman to me personally known to be the Chair of the Board of County Commissioners and the Auditor/Treasurer, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

_____
Notary Public
Ward County, North Dakota
My Commission Expires: _____

# *APPLICATION*
# *for*
# *COURT FACILITIES IMPROVEMENT GRANT FUNDS*

N.D.C.C. Section 27-05.2-10 authorizes grants from the Court Facilities Improvement and Maintenance Fund for county projects to improve or maintain court facilities. The basic requirements are that the improvement or maintenance project must be a necessary improvement to court facilities or essential to remodel or maintain existing court facilities. The applying county is required to provide local funding for the project in an amount at least equal to 25% of the project's total cost. **This Application must be postmarked no later than December 31, 2023, to be considered in the current round of application reviews.**

1. Ward County hereby applies for a grant from the Court Facilities Improvement and Maintenance Fund.

2. **Full** description of the improvement or maintenance project for which grant funds are requested (attach additional sheets if necessary - **include vendor estimates**):
Sound Absorbing Wall panels for 3rd floor deliberation room.

**Note**: Because the county has a federal statutory obligation to comply with the Americans with Disabilities Act, projects for ADA-related improvement or maintenance **will not** be considered.

3. Estimated total cost, including material, labor, and associated expenses, of the project: _____. **Itemized cost** (material, labor, other expenses):
$8,290.00 -materials furnished and installed.

4. County local funding contribution (must be at least 25% of the project's total cost): $2072.50. (**Note: In-kind** contributions **will not** be considered for purposes of satisfying the 25% contribution requirement. Depending on the nature of the project, the Advisory Committee may require local funding in an amount greater than 25% of the project's total cost).

5. Amount of grant request: $6,217.50 (est. total cost **minus** 25% county funds).

_____
Chairman, Ward County Board of Commissioners

All Agreements Are Contingent Upon Strikes, Accidents, Delays of Carriers and Other Delays Unavoidable or Beyond Our Control

# Fargo Glass & Paint Co.

## MINOT BRANCH

GLASS, STORE FRONTS, ALUMINUM ENTRANCES, ALUMINUM WINDOWS, SUSPENDED CEILINGS,
SUNROOMS, AUTOMATIC DOORS, STEEL DOORS AND ARCHITECTURAL HARDWARE, FOLDING PARTITIONS

P.O. BOX 1287 – PHONE (701) 852-3576 – FAX (701) 852-0209
1811 20TH AVE SE
MINOT, NORTH DAKOTA 58701

GENERAL OFFICE:
FARGO, NORTH DAKOTA

WAREHOUSES:
MINOT, NORTH DAKOTA
BISMARCK, NORTH DAKOTA
SIOUX FALLS, SOUTH DAKOTA

5/16/2023

ATTN: Carolyn Probst

All agreements Are Contingent Upon Strikes, Accidents, Delays of Carriers and Other Delays Unavoidable or Beyond Our Control. All Orders and Contracts are subject to the approval of our office in Fargo.

We propose to furnish and install the following described material for Ward County Courthouse building to be erected or remodeled in Minot , ND according to plans and specifications by N/A .

For Eight Thousand Two Hundred Ninety Dollars , $8,290.00

**INCLUDES:**

Materials Furnished & Installed

NOTE:
Pricing is for Sound Absorbing Walls Panels in 3rd story Deliberation Room. Color TBD

****PRICING IS VALID FOR 45 DAYS FROM BID DATE, SUBJECT TO 5% INCREASE PER QUARTER****

TERMS; Progress payment consisting of 90% of value of all materials furnished and work performed during the month is to be paid to us before the 10th of the following month. Balance in full within 30 days after completion of our contract. Where a sales tax is levied, said tax will be added to the amount of contract when final invoice is sent.
Should you accept this estimate yet use your own contract form, it is understood that we will incorporate and make a part thereof a true copy of this estimate and all of its conditions.
REPLACEMENT of all breakage resulting from causes beyond our control shall be charged as extra.
All estimates are tendered subject to prompt acceptance and are subject to change without notice.

Respectfully Submitted,

Accepted _____ 20_____

**FARGO GLASS AND PAINT COMPANY**

_____
Owner-Contractor-Authorized Agent

Denin Korgel – Project Manager
denink@fargoglass.com
Jaime Yunko – Project Estimator
jyunko@fargoglass.com

# GRANT AGREEMENT

This Agreement is made by and between the North Dakota Department of Corrections and Rehabilitation and its Division of Juvenile Services (DJS) (STATE), the North Dakota Association of Counties (NDACo), Ward County, and Youthworks (GRANTEE), Unique Entity Identifier # KCSJVSNHZZL5.

WHEREAS, DJS has determined the Attendant Care services referred to in the paragraph below entitled "Scope of Services" form an appropriate basis for the expenditure of Federal grant funds (CFDA number 16.540) from the Office of Juvenile Justice and Delinquency Prevention (OJJDP); and

WHEREAS, NDACo has agreed to assist DJS in obtaining, coordinating, and administrating these services; and

WHEREAS, Ward County has identified and supports GRANTEE as an agency authorized to provide services for youth picked up by law enforcement that need a temporary placement option;

WHEREAS, GRANTEE is an appropriate agency to provide Attendant Care services for delinquent youth as defined in the North Dakota Attendant Care Program Guidelines (Guidelines), found at https://www.ndaco.org/programs_and_services/jj/statewide-detention-support-services-sdss/, as well as short-term shelter services for Children in Need of Services (CHINS).

NOW, THEREFORE, the parties agree as follows:

## AGREEMENT

I. **TERM OF THE AGREEMENT**

The term of this agreement shall be from January 1, 2024 until terminated pursuant to section IX. This agreement supersedes all previous agreements associated with the scope of services.

II. **SCOPE OF SERVICES**

The GRANTEE shall:

1. Provide a placement facility that law enforcement can access twenty-four hours a day, seven days a week for delinquent youth ages 10-17 who need a non-secure short-term placement option.
2. Provide services to delinquent youth in conformance with all provisions of the Guidelines, including the development of policies and procedures for the supervision of youth.
3. Provide Attendant Care services to surrounding jurisdictions if space and staff allows.
4. Screen youth for appropriateness, including assessing for immediate mental health needs, history of violence and/or sexual aggression, and current affect and behavior.
5. Notify the Juvenile Court of any youth placed in the facility within 24 hours of being placed.
6. Submit to NDACo all reports and documentation required by the Guidelines;

7. Allow NDACo to conduct on-site programmatic monitoring of the Attendant Care services, as required pursuant to federal guidelines.

   Youth may need to be medically-cleared prior to entry into the facility and/or may not be appropriate due to aggressive behaviors that are likely to occur while at the facility (threatening or aggressive behavior, or non-compliance with the staff).

   In the event that more than two youth are referred for placement at the same time, GRANTEE will make every effort to take the additional youth. GRANTEE may provide services to other agencies, but priority will be given to WARD COUNTY.

III. **COMPENSATION**

DJS, through NDACo, shall provide reimbursement to the GRANTEE for Attendant Care services outlined in the Guidelines.

Ward County shall provide $5,754.65 per month to GRANTEE to cover Attendant Care expenses not eligible for reimbursement pursuant to the Guidelines.

The GRANTEE agrees to account for any and all grant funds that may be in possession of the GRANTEE throughout the term of this grant and to return any unexpended funds within 30 days after final closing of the grant.

**IV. GRANTEE ASSURANCES**

The GRANTEE agrees to comply with North Dakota Century Code chapters 27-20.2, 27-20.3, and 27-20.4, and the applicable grant conditions and assurances established by OJJDP for subgrant recipients of these federal funds as fully detailed in Appendix A.

The GRANTEE agrees to comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC § 10228(c) & 10221(a)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 USC § 11182(b)); 28 CFR Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), including Title VI of the Civil Rights Act of 1964, as amended, Section 815(c)(1) of the Justice System Improvement Act of 1979, Equal Employment Opportunity Program Guidelines, Section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (42 USC §§ 12131-34); Title IX of the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); and 28 CFR Part 38 (U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Neighborhood Organizations).

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, GRANTEE agrees to take steps to ensure the persons with Limited English Proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance, including oral and written translation, where necessary. GRANTEE is encouraged to consider the need for language services for LEP persons both in developing its budgets and in conducting its programs and activities.

Additional assistance and information regarding LEP obligations can be found at http://www.lep.gov.

The GRANTEE agrees to designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs and the Office for Civil Rights, Office of Justice Programs.

The GRANTEE is required to complete Federal Civil Rights Non-Discrimination Training developed the Office of Civil Rights (OCR) found at www.ojp.gov/program/civil-rights/video-training-grantees/overview.

The GRANTEE will inform the public and subgrantees of affected persons' rights to file a complaint of discrimination with the Office for Civil Rights, Office of Justice Programs for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the North Dakota Department of Corrections and Rehabilitation, Division of Juvenile Services (DJS).

The GRANTEE will develop an Equal Employment Opportunity Plan (EEOP) and submit an EEOP Utilization Report to the Office for Civil Rights, Office of Justice Programs, if it is a government agency or private business that is receiving an award of $25,000 or greater and has 50 or more employees. The GRANTEE, if not required to submit an EEOP Utilization Report, will certify that it is exempt from this requirement by submitting an EEOP Certification Form.

The GRANTEE shall not retaliate against individuals for taking action or participating in action to secure rights protected by the above referenced laws.

## V. AUTHORITY TO CONTRACT

The GRANTEE shall not have the authority to contract on behalf of or incur obligations on behalf of NDACo or DJS without written approval of NDACo and DJS. If such subcontract is approved, it shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate.

## VI. INDEPENDENT ENTITY

The GRANTEE shall perform as an independent entity under this agreement. The GRANTEE, its employees, agents or representatives are not employees of NDACo or DJS. No part of this agreement shall be construed to represent the creation of an employer/employee relationship.

not good

## VII. AUDIT RESPONSIBILITY

The GRANTEE agrees to keep such financial records as are required for sub-grants of OJJDP grant awards, as detailed in the Office of Justice Programs, Financial Guide and associated Federal Circulars. These records shall be made available to NDACo, DJS, or their agents,

upon request at any time during normal business hours. The GRANTEE agrees to include these funds in the annual audit of its organization, and further agrees to allow NDACo, DJS, or their agents, to conduct an audit at the expense of NDACo, DJS, or their agents.

VIII. **RETENTION/PRIVACY OF RECORDS**

The GRANTEE agrees to retain the financial records identified in paragraph VII above, for a period of three years or until an audit is completed and closed, whichever occurs later. The GRANTEE further agrees to assure the privacy and confidentiality of client records in conformance with all applicable State and federal laws and regulations. The GRANTEE understands that except for the records that are confidential or that have been identified as exempt, this Agreement, and any records generated pursuant to this Agreement may be subject to disclosure under applicable state and federal law.

IX. **TERMINATION OF AGREEMENT**

If through good cause, the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement, NDACo or DJS shall thereupon have the right to terminate this agreement by giving written notice 30 days prior to termination to the GRANTEE of such termination. Notwithstanding a termination pursuant to this paragraph, the GRANTEE shall not be relieved of liability to NDACo or DJS, and NDACo or DJS may withhold any payment otherwise due to the GRANTEE.

DJS and NDACo may terminate this Agreement upon delivery of written notice to the GRANTEE, or on any later date stated on the notice under any of the following conditions:

a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for the services specified in the Agreement. The Agreement may be modified by the consent of the parties in writing to accommodate any reduction in funds;
b. If federal or state laws or rules are modified or interpreted in a way that the funding or services are no longer allowable or appropriate or are no longer eligible for funding or payment authorized by this Agreement;
c. If any license, permit or certificate required by rule or law, or by the terms of the Agreement between the parties, is for any reason denied, revoked, suspended or not renewed.

X. **INTERACTING AND MODIFICATION**

This agreement constitutes the entire agreement between the GRANTEE, NDACo and DJS. No alteration or amendment shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XI. **APPLICABLE LAW**

This agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

XII. **CAPTIONS**

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

XIII. **EXECUTION AND COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XIV. **NOTICES**

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.

XV. **ASSIGNMENT**

This agreement shall not be assigned or transferred without the expressed written consent of the parties.

XVI. **SUCCESSORS IN INTEREST**

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

XVII. **FORCE MAJEURE**

The GRANTEE shall not be held responsible for delay or default caused by fire, riot, acts of God and war and other events that are beyond the GRANTEE's reasonable control, provided notice is given to NDACo and DJS of any such delay or default.

XVIII. **SEVERABILITY**

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

XIX. **INDEMNITY**

GRANTEE agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (STATE), from and against claims based on the vicarious liability of the STATE or its agents, but not against claims based on the STATE'S contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by GRANTEE for the STATE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the STATE is necessary. Any attorney appointed to represent the STATE 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. § 54-12-08. GRANTEE also agrees to reimburse the STATE for all costs, expenses and attorneys' fees incurred if the STATE prevails in an action against GRANTEE in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Contract.

XX. **INSURANCE**

If GRANTEE is a political subdivision, then GRANTEE shall have liability coverage pursuant to N.D.C.C. 32-12.1. If GRANTEE is not a political subdivision then GRANTEE shall secure and keep in force during the term of this Contract and GRANTEE shall require all subcontractors, prior to commencement of an agreement between GRANTEE and the subcontractor, to secure and keep in force during the term of this Contract, 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, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Contract.

The insurance coverages listed above must meet the following additional requirements:

1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the GRANTEE.
2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A- "or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A- "rating must be approved by the STATE. The policies shall be in form and terms approved by the STATE.
3. The duty to defend, indemnify, and hold harmless the STATE under this Contract shall not be limited by the insurance required in this Contract.
4. The State of North Dakota and its agencies, officers, and employees (STATE) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The STATE 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 Contract or by the contractual indemnity obligations of the GRANTEE.
5. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the STATE.
6. The GRANTEE shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Contract. All endorsements shall be provided as soon as practicable.
7. Failure to provide insurance as required in this Contract is a material breach of contract entitling the STATE to terminate this Contract immediately.
8. GRANTEE shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. GRANTEE shall provide on an ongoing basis, current certificates of insurance during the term of this Contract. A renewal certificate will be provided 10 days prior to coverage expiration.

XXI. **SPOILATION**

GRANTEE shall promptly notify STATE of all potential claims that arise or result from this Contract. GRANTEE shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

**GRANTEE:**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the 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.

_____

Name of Grantee

_____

Signature of Authorized Official Date

_____

Printed Name and Title of Authorized Official

**Signatures**
In Witness Whereof the parties hereto have entered into this Agreement as evidenced by their signatures below:

**For the Department of Corrections and Rehabilitation:**

_____ _____
Michele Zander, Chief Financial Officer Date

**For the North Dakota Association of Counties:**

_____ _____
Aaron Birst, Executive Director Date

**For Ward County:**

_____ _____
Commission Chair Date

**For Youthworks:**

_____ _____
Executive Director Date

APPENDIX A

# Grant Award Conditions

## 1

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 3

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the

recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

**4**

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**5**

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

**6**

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative

Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**7**

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

**8**

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

**9**

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability

required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 10

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 11

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 12

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 13

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

**14**

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**15**

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**16**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

**17**

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

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 | | Dates of Activity *(Does not include dates for the sales of tickets)* | |
|---|---|---|---|
| **Minot Curling Club** | | **1/27/24 and 4/6/24** | |
| Organization or Group Contact Person | E-mail | Telephone Number | |
| **Lynn Watson** | **lynnrwatson@hotmail.com** | **701.838.4692** | |
| Business Address | City | State | ZIP Code |
| **2005 Burdick Expy E** | **Minot** | **ND** | **58701** |
| Mailing Address (if different) | City | State | ZIP Code |
| | | | |

**SITE INFO**

| Site Name | | | County |
|---|---|---|---|
| **Minot Curling Club** | | | **Ward** |
| Site Physical Address | City | State | ZIP Code |
| **2005 Burdick Expy E** | **Minot** | **ND** | **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.)*

**Raffle - 1/27, 3/30**

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|---|---|---|
| **Raffle 50/50 1/27/24** | **Half of ticket sales** | **Half of ticket sales** |
| **Raffle 50/50 3/30/24** | **Half of ticket sales** | **Half of ticket sales** |
| | | |
| | Total *(limit $40,000 per year)* | $ |

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds

**1/27/24 - Medical Foundations, 3/30/24 - Capital Improvements to Club Building and Equipment**

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

| Printed Name of Organization Group's Permit Organizer | Telephone Number | E-mail Address | |
|---|---|---|---|
| Lynn R Watson | 701.838.4692 | lynnrwatson@hotmail.com | |
| Signature of Organization Group's Permit Organizer | Title | | Date |
| Lynn R. Watson | **President** | | **11.9.24** |

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

1. The name of your organization: Minot Curling Club

2. Type of gaming applied for: circle one

   Bingo  (Raffle(s))  Sports Pool

3. Date of event(s): 1/27/24, 4/6/24

4. Name of the event (if any): Curling for the Cure, Shirtsleeve Bonspiel

5. Person in charge of gaming event: Lynn Watson - President

   Weekday telephone number: 701-838-4692

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 or 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: Lynn R. Watson

   Address: 1416 11th St SW

   Minot, N.D. 58701

# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

Applying for *(check one)*

[X] Local Permit [ ] Restricted Event Permit*

Games to be conducted [ ] Raffle by a Political or Legislative District Party

[ ] Bingo [X] 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 | | Dates of Activity *(Does not include dates for the sales of tickets)* | |
|---|---|---|---|
| D.J. Randolph | | 1/13/2024 | |
| **Organization or Group Contact Person** | **E-mail** | **Telephone Number** | |
| Souris River Basin Longbeards | NWTFminot@gmail.com | 701-720-2134 | |
| **Business Address** | **City** | **State** | **ZIP Code** |
| 4562 Valley Rd | Velva | ND | 58790 |
| **Mailing Address (if different)** | **City** | **State** | **ZIP Code** |
| | | | |

## SITE INFO

| Site Name | | County | |
|---|---|---|---|
| Hunter's Den | | Ward | |
| **Site Physical Address** | **City** | **State** | **ZIP Code** |
| 12530 182nd ST NW | Foxholm | ND | 58718 |

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.)*

Raffle 1/13/2024

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|---|---|---|
| Raffle | 3 prizes of fishing gear - See attached | 1200.00 |
| 50/50 | $5 per ticket | 500.00 |
| | | |
| | Total *(limit $40,000 per year)* | $ 1700.00 |

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

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 [X] 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 [X] 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 [X] Yes - Total Retail Value: 5065.00 (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 [X] No

| Printed Name of Organization Group's Permit Organizer | Telephone Number | E-mail Address | |
|---|---|---|---|
| D.J. Randolph | 701-720-2134 | NWTFminot@gmail.com | |
| **Signature of Organization Group's Permit Organizer** | **Title** | | **Date** |
| D.J. Randolph | President | | 11/21/23 |

**Information required to be preprinted on a standard raffle ticket:**

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or eight thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time for each drawing and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and physical street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or six thousand dollars.

**PRIZE RESTRICTIONS:**

A single cash prize cannot exceed $8,000

The retail value of a merchandise prize cannot exceed $8,000.

The **total** of all cash prizes and retail value of all merchandise prizes for all games cannot exceed $40,000 per year.

If the value of the planned cash and merchandise prizes exceed $40,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

| **LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:** | **Local Permit** | **Restricted Event Permit** |
|---|---|---|
| Number of events per year | Limited by prizes | One |
| Must file an information report | Yes, if political party | Yes |
| May pay employees compensation | Yes | No |
| Must use chips as wagers | No | Yes |
| Use of net income | Unrestricted | Restricted |
| Games allowed | Bingo<br>Raffles<br>Sports Pools | Bingo<br>Raffles<br>Sports Pools<br>Poker<br>Twenty-One<br>Paddlewheels |

Compared to a "Local Permit," an organization or group with a "Restricted Event Permit" may conduct three more game types, but is restricted to one event per year, must file a "Report on a Restricted Event Permit" with the city or county and Office of Attorney General, and disburse net income to eligible uses. These uses are described by North Dakota Century Code 53-06.1-11.1(2) and North Dakota Administrative Code 99-01.3-14-02. Refer to the backside of the "Report on a Restricted Event Permit" form for a general list of eligible uses.

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed $40,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.

| Raffle Prize 1 | | | Raffle Prize 2 | | | Raffle Prize 3 | |
|---|---|---|---|---|---|---|---|
| Garmin Sonar EchoMap UHD2 | $522.49 | | Scheels Utility Rod Case | $161.50 | | Rapala Electric Knife Kit | $123.49 |
| Lithium Ion Battery | $56.99 | | Dead Meat Combo Rod | $71.24 | | Livebait Cooler 13qt | $66.49 |
| | | | Meat Stick Combo Rod | $61.74 | | Rapala Spare battery R12 | $28.49 |
| | | | Rattlin Lure 3 pack | $15.19 | | | |
| | | | Rattlin Lure 3 pack | $10.44 | | | |
| | | | Rattlin Lure 3 pack | $10.44 | | | |
| | | | Rattlin Lure 3 pack | $14.24 | | | |
| | | | Rattlin Lure 3 pack | $15.19 | | | |
| | | | Rattlin Lure 3 pack | $10.44 | | | |
| | | | Trilene Micro Ice Line | $4.74 | | | |
| | | | Trilene Micro Ice Line | $4.74 | | | |
| | | | | | | | |
| **Raffle Prize 1 Total** | **$579.48** | | **Raffle Prize 2 Total** | **$379.90** | | **Raffle Prize 3 Total** | **$218.47** |

# APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES

STATE OF NORTH DAKOTA
COUNTY OF WARD

The undersigned, being the individual alcoholic beverage applicant, or the partners in an application by a partnership, or an officer or officers of the corporation in an application by a corporation duly authorized to make such application and representations, and being first duly sworn on oath, represent and state the following: **(please type or print)**

The license is to be issued to: M & S Concessions, Inc.
(indicate whether an individual, partnership, or corporation)

The license is to be mailed to: PO Box 879, Minot, ND 58702
(mailing address)

The legal description of the proposed licensed premises is:

ND State Fairgrounds - 2005 Burdick Expressway East, Minot, ND

Type of license applied for: (circle applicable fees)

| **LICENSE FEES** | **ON & OFF SALE** | **ON-SALE ONLY** | **OFF-SALE ONLY** |
|---|---|---|---|
| Liquor (no beer) | (\$1,000) | \$1,000 | \$750 |
| Beer and Wine | (\$500) | \$500 | \$375 |
| Supper Club Alcoholic Beverage | n/a | \$750 | n/a |
| Supper Club Beer & Wine | n/a | \$375 | n/a |
| **TOTAL FEE** | 1500.00 | | |
| Sunday Event Permits (see separate application) | | | |
| **GOLF COURSE LICENSE FEES** | **ON & OFF SALE** | **ON-SALE ONLY** | **OFF-SALE ONLY** |
| Golf Course Alcoholic Beverage License (on-sale and off-sale) | \$1,000 | \$750 | n/a |
| Beer and Wine | \$500 | \$375 | n/a |
| **TOTAL FEE** | | | |

The individual owner(s), all partners in a partnership, and all officers and shareholders in a corporation, whichever is applicable are applicants and are named as follows:

Todd Berning
Jeffrey Senger
Hans Miller
Alexis Rosenthal
Vicki Campbell

A personal information sheet is attached for each individual named above as well as a personal information sheet for the proposed manager or managers of the licensed premises.

The real estate taxes on the proposed licensed premises are paid and no taxes are due.

TO: The Ward County Commissioners

I hereby certify that the scale drawing of the licensed premises set forth below, and the parking lot serving said premises, have not changed since I last submitted the drawings to the County Commission.

Signed (owner, manager or president of a Corporation)

Todd Berning

Printed Name

701-852-3045

Daytime Phone Number

11-14-23

Date

M & S Concessions, Inc.

Name of Licensed Premises

Return to:

Ward County Auditor/Treasurer
PO Box 5005
Minot ND 58702-5005

The applicant does hereby consent and agree that the Ward County Sheriff or any of his Deputies, the Ward County State's Attorney of any of his Assistants, and any of the Ward County Commissioners may enter upon the premises described in this application at any hour of the day or night and that they, or either, or any of them shall have free and unlimited access to the Premises for the purpose of inspecting the Premises and the records of this applicant relating to the purchase and sale of alcoholic beverages. Applicant further consents and agrees that the above ability to inspect includes any area subject to or adjacent to an Event Permit Premises or Sunday Permit Premises.

The applicant does hereby acknowledge that he has read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County and Title 5 of the North Dakota Century Code and understands the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon him by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Signed _____

President
Position, if corporation

Signed _____

Secretary
Position, if corporation

Signed _____

Manager
Position, if corporation

RUBY RAU
Notary Public
State of North Dakota
My Commission Expires October 17, 2024

Subscribed and sworn to before me this 14th day of November, 2023.

Ruby Rau
Notary Public, Ward County, North Dakota

My Commission Expires: 10-17-24

Auditor/Treasurer's checklist:

| | |
|---|---|
| Property Taxes Current? | X |
| Personal Information Attachments | X |
| Payment of Fee | X |
| Township Board Consent (New applications only) | N/A |
| Fire Marshall or Chief Approval | X |
| 1st District Health Unit Approval (existing Bldg. Only) | X |
| Scale drawing of proposed licensed premises, Square footage | X |
| Scale drawing of parking area, No. of spaces | X |

State's Attorney's Review (initial where appropriate)

_____comments attached _____reviewed without comment

Sheriff's Review: (initial where appropriate)

_____ comments attached _____ reviewed without comment

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Applicant's signature

Todd N Berning

Applicant's printed name

701-740-0237

Applicant's daytime phone number

Subscribed and sworn to before me this 14th day of November 2023

Ruby Rau

My Commission expires: 10-17-2024

RUBY RAU
Notary Public
State of North Dakota
My Commission Expires October 17, 2024

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Applicant's signature

Hans J Miller

Applicant's printed name

701-205-5003

Applicant's daytime phone number

JEAN CLARK
Notary Public
State of North Dakota
My Commission Expires May 9, 2027

Subscribed and sworn to before me this 3 day of November, 2023

Jean Clark

My Commission expires: May 9, 2027

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

V Campbell

Applicant's signature

Vicki L Campbell

Applicant's printed name

701-852-3045

Applicant's daytime phone number

Subscribed and sworn to before me this 14th day of November, 2023

Ruby Rau

My Commission expires: 10-17-2024

RUBY RAU
Notary Public
State of North Dakota
My Commission Expires October 17, 2024

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Applicant's signature

Jeff D Senger

Applicant's printed name

701-721-3738

Applicant's daytime phone number

Subscribed and sworn to before me this 14th day of November 2023

Ruby Rau

My Commission expires: 10-17-2024

RUBY RAU
Notary Public
State of North Dakota
My Commission Expires October 17, 2024

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Alexis Rosenthal

Applicant's signature

Alexis Rosenthal

Applicant's printed name

701-822-2842

Applicant's daytime phone number

Subscribed and sworn to before me this 14th day of November 2023

Ruby Rau

My Commission expires: 10-17-2024

RUBY RAU
Notary Public
State of North Dakota
My Commission Expires October 17, 2024

**ASSEMBLY OCCUPANCY INSPECTION**
MINOT RURAL FIRE DEPARTMENT
400 31ST Ave SW
Minot, ND 58701

| | |
|---|---|
| Facility M & S Concessions | Date 11-7-2023 |
| Location ND State Fairgrounds | Type of Usage (bar, drinking/dining) Liquor Sales |
| Inspector Darrin Mineke | Accompanied by John Clock 701-721-3394 |

**Occupant Load**

The occupant load is the total number of persons that may occupy a building at any time. To calculate occupant load, determine the square footage for the concentrated use area (i.e. dance floor) and the square footage for the nonconcentrated area

Concentrated Use Area: _____ sq ft ÷ 7 = ☐

Nonconcentrated Use Area: _____ sq ft ÷ 15 = ☐

Occupant Load N/A

**Minimum Number of Exits**

A minimum number of exits are required based on the occupant load.

| Occupant Load | Minimum Number of Exits |
|---|---|
| 50 – 599 | 2 |
| 600 – 699 | 3 |
| 1000 or more | 4 |

**Exit Capacity**

The Exit Capacity needs to be sufficient to accommodate the occupant load. To calculate the exit capacity, determine the total width in inches of all exits and divide by 0.2

Total Exit Width: ☐

÷ 0.2

Exit Capacity: N/A

| Inspection Point | Yes | No | N/A | Inspection Point | Yes | No | N/A |
|---|---|---|---|---|---|---|---|
| 1. The minimum number of exits are provided | X | | | 14. Vertical openings are enclosed and have a door. (including basements) | | | X |
| 2. Exits are separated from each other | X | | | 15. Storage area underneath an exit stairway is of 1 hour fire resistive construction. | | | X |
| 3. Exits are free of obstructions. | X | | | 16. Hazardous rooms, i.e. furnace, storage rooms, are of 1 hour fire resistive construction. (excluding basement only) | | | X |
| 4. Exit doors ar at least 28 inches in clear width. | X | | | 17. Finishes on walls and ceilings are of noncombustible or fire rated materials (i.e. sheetrock) | X | | |
| 5. The Exit capacity is equal to or greater than the occupant load as calculated above. | X | | | 18. Normal lighting is provided. | X | | |
| 6. The travel distance to any exit is less or equal to 200 feet. | X | | | 19. Emergency lighting is provided. | X | | |
| 7. Front doors with deadbolt locks are unlocked and have a sign indicating that they are to be unlocked during business hours. | | | X | 20. Exit signs are lighted externally or internally. | X | | |
| 8. Exits common with other occupancies within the same building are adequate for all. | X | | | 21. Electrical extension cords/outlets are used properly and not overloaded. | X | | |
| 9. Exit signs are provided. | | | X | 22. Food preparation areas producing grease laden vapors have a hood venting system protected by an automatic extinguishing system. | X | | |
| 10. Directional exit signs are provided, if needed. | | | X | 23. The hood venting and extinguishing system is inspected on a regular basis. (minimum once a year) | X | | |
| 11. Corridors and aisles are 36 inches in clear width. | X | | | 24. At least one 2A rated fire extinguisher is provided, and K Type for kitchen with hood systems. | X | | |
| 12. For more than 100 occupants, secondary exit doors are unlocked or are provided with panic hardware. | X | | | 25. The extinguishers are maintained on a regular basis. | X | | |
| 13. All exit doors swing in the direction of travel (including screen/storm doors). | X | | | 26. General housekeeping is consistent with good fire safety practices. | X | | |

Comments:

Dippin Dots: Remove extension cord from cord strip on the menu monitor. (Item 21 above) Corrected 11-10-23
Spicy Pie: Fire extinguisher needs to be mounted. Corrected 11-10-2023

**Important: A plan of correction is to be submitted to the inspection agency within 90 days of the inspection date. The plan of correction is to address the intended method used to correct each inspection point checked "No".**

| Owner/Occupant Signature | Date: |
|---|---|
| John Clock | 11-7-2023 |

**First District Health Unit**

Environmental Health Division
801 11th Ave SW
Minot ND 58701
Phone: (701) 852-1376
Fax: (701) 852-5043
www.fdhu.org

# Temporary/Mobile Food Establishment Inspection Report

**Score: 100**

| | |
|---|---|
| License #: FD15-00036 Risk Level: 3 | Date: 07/25/2023 |
| License Name: MSI - TJ MURPHY'S BAR & GRILL | Time In: 2:45 PM |
| Address: 2005 E BURDICK EXPY NORTH DAKOTA STATE FAIRGROUNDS | Time Out: 3:15 PM |
| City/State/Zip: MINOT ND 58701 | Purpose: 1-Regular |
| County: Ward | EHP Code: 02 |
| Owner: M & S CONCESSIONS, INC | Page: 1 of 1 |
| Telephone: (701) 720-3394 | |

Compliance Status: **IN** = In Compliance **OUT** = Out of Compliance **N/O** = Not Observed **N/A** = Not Applicable **COS** = Corrected On-Site **R** = Repeat Violation

No. of Risk Factor/Intervention Violations: 0
No. of Repeat Risk Factor/Intervention Violations: 0

## FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

**Risk Factors:** Important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.
**Public Health Interventions:** Control measures to prevent foodborne illness or injury.

| | | | | |
|---|---|---|---|---|
| **Supervision** | | | | |
| 1 | In | PIC present, demonstrates knowledge, & performs duties | | |
| 2 | In | Approved food safety education/training/RBS certification | | |
| **Employee Health** | | | | |
| 3 | In | Management, food employee and conditional employee;knowledge, responsibilities, and reporting | | |
| 4 | In | Proper use of restriction and exclusion | | |
| 5 | In | Procedures for clean-up of diarrheal and vomiting events | | |
| **Good Hygienic Practice** | | | | |
| 6 | In | Proper eating, tasting, drinking, or tobacco use | | |
| 7 | In | No discharge from eyes, nose, and mouth | | |
| **Preventing Contamination by Hands** | | | | |
| 8 | In | Hands washed, no bare hand contact w/ ready-to-eat food | | |
| 9 | In | Adequate handwashing facilities supplied and accessible | | |
| **Approved Source** | | | | |
| 10 | In | Food obtained-approved source & proper temperature | | |
| 11 | In | Food in good condition, safe, and unadulterated | | |
| 12 | N/A | Required records: shellstock tags, parasite destruction | | |
| **Protection from Contamination** | | | | |
| 13 | In | Food separated and protected | | |
| 14 | In | Food-contact surfaces; cleaned & sanitized | | |
| 15 | In | Proper disposition of returned, previously served, reconditioned & unsafe food | | |
| **Time/Temperature Control for Safety** | | | | |
| 16 | N/O | Proper cooking time and temperatures | | |
| 17 | N/O | Proper reheating procedures for hot holding | | |
| 18 | N/O | Proper cooling times and temperatures | | |
| 19 | In | Proper hot holding and/or cold holding temperatures | | |
| 20 | In | Proper date marking and disposition | | |
| 21 | N/A | Time as a Public Health Control; procedures & records | | |
| **Food/Color Additives and Toxic Substances** | | | | |
| 22 | N/A | Food additives: approved and properly used | | |
| 23 | In | Toxic substances properly identified, stored, and used | | |
| **Conformance with Approved Procedures** | | | | |
| 24 | In | Compliance - consumer advisory, highly susceptible populations, variance, specialized process & HACCP | | |

**GOOD RETAIL PRACTICES:** Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

| | | | | |
|---|---|---|---|---|
| 25 | In | Safe food and water / Food identification, label, container | | |
| 26 | In | Food temperature control, cooling & thawing methods | | |
| 27 | In | Prevention of food contamination, personal cleanliness | | |
| 28 | In | Proper use of utensils / Utensils, equipment and vending | | |
| 29 | In | Physical facilities installed, maintained, and clean | | |

**Follow-Up Date:** None required

## Temperature Observations

| Item/Location | Temperature °F | Item/Location | Temperature °F | Item/Location | Temperature °F |
|---|---|---|---|---|---|
| CHICKEN/Hot-Hold Unit | 176°F | AMBIENT TEMPERATURE/Refrigerator | 39°F | CUT TOMATOES/Refrigerator | 40°F |
| CUT TOMATOES/Cold-Hold Unit | 41°F | | | | |

| Critical | Code | Line | Observation and Corrective Actions |
|---|---|---|---|
| | | | |

Person In Charge Signature:

Inspector Signature:

**First District Health Unit**
Environmental Health Division
801 11th Ave SW
Minot ND 58701
Phone: (701) 852-1376
Fax: (701) 852-5043
www.fdhu.org

# Food Establishment Inspection Report

**Score: 99**

| | |
|---|---|
| License #: FD15-00024 | |
| Establishment: MSI - ALL PERMITS | Date: 07/25/2023 |
| Address: 2005 E BURDICK EXPY NORTH DAKOTA STATE FAIRGROUNDS Arena 11 | Time In: 11:30 AM |
| City/State/Zip: MINOT ND 58701 | Time Out: 11:45 AM |
| County: Ward | Purpose: 1-Regular |
| Owner: M & S CONCESSIONS, INC | Risk Level: 2 |
| Telephone: (701) 720-3394 | EHP Code: 06 |

Compliance Status: **IN** = In Compliance; **OUT** = Out of Compliance; **N/O** = Not Observed; **N/A** = Not Applicable; **COS** = Corrected On-Site; **R** = Repeat Violation

No. of Risk Factor/Intervention Violations: 0
No. of Repeat Risk Factor/Intervention Violations: 0

## Foodborne Illness Risk Factors and Public Health Interventions

**Risk Factors**: Important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.

**Public Health Interventions**: Control measures to prevent foodborne illness or injury.

| | | | | |
|---|---|---|---|---|
| **Supervision** | | | | |
| 1 | IN | PIC present, demonstrates knowledge, & performs duties | | |
| 2 | IN | Approved food safety education/training/RBS certification | | |
| **Employee Health** | | | | |
| 3 | IN | Management, food employee and conditional employee;knowledge, responsibilities, and reporting | | |
| 4 | IN | Proper use of restriction and exclusion | | |
| 5 | IN | Procedures for clean-up of diarrheal and vomiting events | | |
| **Good Hygienic Practice** | | | | |
| 6 | IN | Proper eating, tasting, drinking, or tobacco use | | |
| 7 | IN | No discharge from eyes, nose, and mouth | | |
| **Preventing Contamination by Hands** | | | | |
| 8 | IN | Hands clean and properly washed | | |
| 9 | IN | No bare hand contact with ready-to-eat food | | |
| 10 | IN | Adequate handwashing facilities supplied and accessible | | |
| **Approved Source** | | | | |
| 11 | IN | Food obtained from approved source | | |
| 12 | NO | Food received at proper temperature | | |
| 13 | IN | Food in good condition, safe, and unadulterated | | |
| 14 | NA | Required records available: shellstock tags, parasitedestruction | | |
| **Protection from Contamination** | | | | |
| 15 | IN | Food separated and protected | | |
| 16 | IN | Food-contact surfaces; cleaned & sanitized | | |
| 17 | IN | Proper disposition of returned, previously served, reconditioned & unsafe food | | |
| **Time/Temperature Control for Safety** | | | | |
| 18 | NA | Proper cooking time and temperatures | | |
| 19 | NA | Proper reheating procedures for hot holding | | |
| 20 | NO | Proper cooling times and temperatures | | |
| 21 | IN | Proper hot holding temperatures | | |
| 22 | IN | Proper cold holding temperatures | | |
| 23 | NA | Proper date marking and disposition | | |
| 24 | NA | Time as a Public Health Control; procedures & records | | |
| **Consumer Advisory** | | | | |
| 25 | NA | Consumer advisory provided for raw/undercooked food | | |
| **Highly Susceptible Populations** | | | | |
| 26 | NA | Pasteurized foods used; prohibited foods not offered | | |
| **Food/Color Additives and Toxic Substances** | | | | |
| 27 | NA | Food additives: approved and properly used | | |
| 28 | IN | Toxic substances properly identified, stored, and used | | |
| **Conformance with Approved Procedures** | | | | |
| 29 | NA | Compliance with procedures, variances, specialized processes, HACCP, etc. | | |

**Temperatures, observations, & corrective actions on Page 2.**

## Good Retail Practices

**Good Retail Practices**: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

| | | | | |
|---|---|---|---|---|
| **Safe Food and Water** | | | | |
| 30 | NA | Pasteurized eggs used where required | | |
| 31 | IN | Water and ice from approved source | | |
| 32 | NA | Variance obtained for specialized processing methods | | |
| **Food Temperature Control** | | | | |
| 33 | IN | Proper cooling methods used; adequate equipment for temperature control | | |
| 34 | NA | Plant food properly cooked for hot holding | | |
| 35 | IN | Approved thawing methods used | | |
| 36 | IN | Thermometers provided, accurate, and maintained | | |
| **Food Identification** | | | | |
| 37 | IN | Food properly labeled; original container | | |
| **Prevention of Food Contamination** | | | | |
| 38 | IN | Insects, rodents, and animals not present | | |
| 39 | IN | Contamination prevented during food preparation,storage, and display | | |
| 40 | IN | Personal cleanliness | | |
| 41 | IN | Wiping cloths; properly used and stored | | |
| 42 | NA | Washing fruits and vegetables | | |
| **Proper Use of Utensils** | | | | |
| 43 | OUT | In-use utensils: properly stored | | R |
| 44 | IN | Utensils, equipment, and linens: properly stored, dried, and handled | | |
| 45 | IN | Single-use/single-service articles: properly stored andused | | |
| 46 | NA | Gloves used properly | | |
| **Utensils, Equipment and Vending** | | | | |
| 47 | IN | Food and non-food contact surfaces cleanable, properlydesigned, constructed, used, and maintained | | |
| 48 | IN | Warewashing facilities: installed, maintained, and used: test strips | | |
| 49 | IN | Non-food contact surfaces clean | | |
| **Physical Facilities** | | | | |
| 50 | IN | Hot and cold water available; adequate pressure | | |
| 51 | IN | Plumbing installed; proper backflow devices | | |
| 52 | IN | Sewage & wastewater properly disposed | | |
| 53 | NA | Toilet facilities: properly constructed, supplied, & cleaned | | |
| 54 | IN | Garbage & refuse properly disposed; facilities maintained | | |
| 55 | IN | Physical facilities installed, maintained, and clean | | |
| 56 | IN | Adequate ventilation and lighting; designated areas used | | |

Follow-up Required: No

Received By:

Inspector's Signature:

| Temperature Observations | | | | | |
|---|---|---|---|---|---|
| Item/Location | Temperature | Item/Location | Temperature | Item/Location | Temperature |
| /Cold-Hold Unit | 35°F | CHICKEN/Hot-Hold Unit | 185°F | | |

| Critical | Code Reference | Line | Observation and Corrective Actions |
|---|---|---|---|
| | | 11 | Cashwa |
| | 4-304 | 43 | Tongs for pretzels on counter.Per 4-304 A. During pauses in food preparation or dispensing, food preparation and dispensing utensils shall be stored except as specified in this section, in the food with their handles above the top of the food and the container. Correct By: 07/25/2023 |

**First District Health Unit**
Environmental Health Division
801 11th Ave SW
Minot ND 58701
Phone: (701) 852-1376
Fax: (701) 852-5043
www.fdhu.org

# Food Establishment Inspection Report

**Score: 100**

| | |
|---|---|
| License #: FD15-00025 | |
| Establishment: MSI - ALL PERMITS | Date: 04/14/2023 |
| Address: 2005 E BURDICK EXPY NORTH DAKOTA STATE FAIRGROUNDS | Time In: 10:15 AM |
| City/State/Zip: MINOT ND 58701 | Time Out: 10:45 AM |
| County: Ward | Purpose: 1-Regular |
| Owner: M & S CONCESSIONS, INC | Risk Level: 3 |
| Telephone: (701) 720-3394 | EHP Code: 06 |

Compliance Status: **IN** = In Compliance; **OUT** = Out of Compliance; **N/O** = Not Observed; **N/A** = Not Applicable; **COS** = Corrected On-Site; **R** = Repeat Violation

No. of Risk Factor/Intervention Violations: 0
No. of Repeat Risk Factor/Intervention Violations: 0

## Foodborne Illness Risk Factors and Public Health Interventions

**Risk Factors**: Important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.

**Public Health Interventions**: Control measures to prevent foodborne illness or injury.

| | | | | |
|---|---|---|---|---|
| **Supervision** | | | | |
| 1 | IN | PIC present, demonstrates knowledge, & performs duties | | |
| 2 | IN | Approved food safety education/training/RBS certification | | |
| **Employee Health** | | | | |
| 3 | IN | Management, food employee and conditional employee;knowledge, responsibilities, and reporting | | |
| 4 | IN | Proper use of restriction and exclusion | | |
| 5 | IN | Procedures for clean-up of diarrheal and vomiting events | | |
| **Good Hygienic Practice** | | | | |
| 6 | IN | Proper eating, tasting, drinking, or tobacco use | | |
| 7 | IN | No discharge from eyes, nose, and mouth | | |
| **Preventing Contamination by Hands** | | | | |
| 8 | NO | Hands clean and properly washed | | |
| 9 | NO | No bare hand contact with ready-to-eat food | | |
| 10 | IN | Adequate handwashing facilities supplied and accessible | | |
| **Approved Source** | | | | |
| 11 | IN | Food obtained from approved source | | |
| 12 | NO | Food received at proper temperature | | |
| 13 | IN | Food in good condition, safe, and unadulterated | | |
| 14 | NA | Required records available: shellstock tags, parasitedestruction | | |
| **Protection from Contamination** | | | | |
| 15 | IN | Food separated and protected | | |
| 16 | IN | Food-contact surfaces; cleaned & sanitized | | |
| 17 | IN | Proper disposition of returned, previously served, reconditioned & unsafe food | | |
| **Time/Temperature Control for Safety** | | | | |
| 18 | NO | Proper cooking time and temperatures | | |
| 19 | NO | Proper reheating procedures for hot holding | | |
| 20 | NO | Proper cooling times and temperatures | | |
| 21 | IN | Proper hot holding temperatures | | |
| 22 | NO | Proper cold holding temperatures | | |
| 23 | IN | Proper date marking and disposition | | |
| 24 | NA | Time as a Public Health Control; procedures & records | | |
| **Consumer Advisory** | | | | |
| 25 | NA | Consumer advisory provided for raw/undercooked food | | |
| **Highly Susceptible Populations** | | | | |
| 26 | NA | Pasteurized foods used; prohibited foods not offered | | |
| **Food/Color Additives and Toxic Substances** | | | | |
| 27 | NA | Food additives: approved and properly used | | |
| 28 | IN | Toxic substances properly identified, stored, and used | | |
| **Conformance with Approved Procedures** | | | | |
| 29 | NA | Compliance with procedures, variances, specialized processes, HACCP, etc. | | |

**Temperatures, observations, & corrective actions on Page 2.**

## Good Retail Practices

**Good Retail Practices**: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

| | | | | |
|---|---|---|---|---|
| **Safe Food and Water** | | | | |
| 30 | NA | Pasteurized eggs used where required | | |
| 31 | IN | Water and ice from approved source | | |
| 32 | NA | Variance obtained for specialized processing methods | | |
| **Food Temperature Control** | | | | |
| 33 | NO | Proper cooling methods used; adequate equipment for temperature control | | |
| 34 | NO | Plant food properly cooked for hot holding | | |
| 35 | IN | Approved thawing methods used | | |
| 36 | IN | Thermometers provided, accurate, and maintained | | |
| **Food Identification** | | | | |
| 37 | IN | Food properly labeled; original container | | |
| **Prevention of Food Contamination** | | | | |
| 38 | IN | Insects, rodents, and animals not present | | |
| 39 | IN | Contamination prevented during food preparation,storage, and display | | |
| 40 | IN | Personal cleanliness | | |
| 41 | IN | Wiping cloths; properly used and stored | | |
| 42 | NA | Washing fruits and vegetables | | |
| **Proper Use of Utensils** | | | | |
| 43 | IN | In-use utensils: properly stored | | |
| 44 | IN | Utensils, equipment, and linens: properly stored, dried, and handled | | |
| 45 | IN | Single-use/single-service articles: properly stored andused | | |
| 46 | IN | Gloves used properly | | |
| **Utensils, Equipment and Vending** | | | | |
| 47 | IN | Food and non-food contact surfaces cleanable, properlydesigned, constructed, used, and maintained | | |
| 48 | IN | Warewashing facilities: installed, maintained, and used: test strips | | |
| 49 | IN | Non-food contact surfaces clean | | |
| **Physical Facilities** | | | | |
| 50 | IN | Hot and cold water available; adequate pressure | | |
| 51 | IN | Plumbing installed; proper backflow devices | | |
| 52 | IN | Sewage & wastewater properly disposed | | |
| 53 | NA | Toilet facilities: properly constructed, supplied, & cleaned | | |
| 54 | NA | Garbage & refuse properly disposed; facilities maintained | | |
| 55 | IN | Physical facilities installed, maintained, and clean | | |
| 56 | IN | Adequate ventilation and lighting; designated areas used | | |

Follow-up Required: No

Received By:

Inspector's Signature:

| Temperature Observations | | | | | |
|---|---|---|---|---|---|
| Item/Location | Temperature | Item/Location | Temperature | Item/Location | Temperature |
| POTATOES/Hot-Hold Unit | 174°F | SWEDISH MEATBALLS/Hot-Hold Unit | 168°F | | |

| Critical | Code Reference | Line | Observation and Corrective Actions |
|---|---|---|---|
| | | | |

**First District Health Unit**
Environmental Health Division
801 11th Ave SW
Minot ND 58701
Phone: (701) 852-1376
Fax: (701) 852-5043
www.fdhu.org

# Food Establishment Inspection Report

**Score: 99**

| | |
|---|---|
| License #: FD15-00033 | |
| Establishment: MSI - ALL PERMITS | Date: 07/25/2023 |
| Address: 2005 E BURDICK EXPY NORTH DAKOTA STATE FAIRGROUNDS Big Bubbas | Time In: 10:15 AM |
| City/State/Zip: MINOT ND 58701 | Time Out: 10:30 AM |
| County: Ward | Purpose: 1-Regular |
| Owner: M & S CONCESSIONS, INC | Risk Level: 2 |
| Telephone: (701) 720-3394 | EHP Code: 06 |

Compliance Status: **IN** = In Compliance; **OUT** = Out of Compliance; **N/O** = Not Observed; **N/A** = Not Applicable; **COS** = Corrected On-Site; **R** = Repeat Violation

No. of Risk Factor/Intervention Violations: 1
No. of Repeat Risk Factor/Intervention Violations: 0

## Foodborne Illness Risk Factors and Public Health Interventions

**Risk Factors**: Important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.

**Public Health Interventions**: Control measures to prevent foodborne illness or injury.

| | | | | |
|---|---|---|---|---|
| **Supervision** | | | | |
| 1 | IN | PIC present, demonstrates knowledge, & performs duties | | |
| 2 | IN | Approved food safety education/training/RBS certification | | |
| **Employee Health** | | | | |
| 3 | IN | Management, food employee and conditional employee;knowledge, responsibilities, and reporting | | |
| 4 | IN | Proper use of restriction and exclusion | | |
| 5 | IN | Procedures for clean-up of diarrheal and vomiting events | | |
| **Good Hygienic Practice** | | | | |
| 6 | IN | Proper eating, tasting, drinking, or tobacco use | | |
| 7 | IN | No discharge from eyes, nose, and mouth | | |
| **Preventing Contamination by Hands** | | | | |
| 8 | NO | Hands clean and properly washed | | |
| 9 | IN | No bare hand contact with ready-to-eat food | | |
| 10 | OUT | Adequate handwashing facilities supplied and accessible | | |
| **Approved Source** | | | | |
| 11 | IN | Food obtained from approved source | | |
| 12 | NO | Food received at proper temperature | | |
| 13 | IN | Food in good condition, safe, and unadulterated | | |
| 14 | NA | Required records available: shellstock tags, parasitedestruction | | |
| **Protection from Contamination** | | | | |
| 15 | IN | Food separated and protected | | |
| 16 | IN | Food-contact surfaces; cleaned & sanitized | | |
| 17 | IN | Proper disposition of returned, previously served, reconditioned & unsafe food | | |
| **Time/Temperature Control for Safety** | | | | |
| 18 | NO | Proper cooking time and temperatures | | |
| 19 | NA | Proper reheating procedures for hot holding | | |
| 20 | NA | Proper cooling times and temperatures | | |
| 21 | IN | Proper hot holding temperatures | | |
| 22 | IN | Proper cold holding temperatures | | |
| 23 | NA | Proper date marking and disposition | | |
| 24 | NA | Time as a Public Health Control; procedures & records | | |
| **Consumer Advisory** | | | | |
| 25 | NA | Consumer advisory provided for raw/undercooked food | | |
| **Highly Susceptible Populations** | | | | |
| 26 | NA | Pasteurized foods used; prohibited foods not offered | | |
| **Food/Color Additives and Toxic Substances** | | | | |
| 27 | NA | Food additives: approved and properly used | | |
| 28 | IN | Toxic substances properly identified, stored, and used | | |
| **Conformance with Approved Procedures** | | | | |
| 29 | NA | Compliance with procedures, variances, specialized processes, HACCP, etc. | | |

**Temperatures, observations, & corrective actions on Page 2.**

## Good Retail Practices

**Good Retail Practices**: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

| | | | | |
|---|---|---|---|---|
| **Safe Food and Water** | | | | |
| 30 | NA | Pasteurized eggs used where required | | |
| 31 | IN | Water and ice from approved source | | |
| 32 | NA | Variance obtained for specialized processing methods | | |
| **Food Temperature Control** | | | | |
| 33 | IN | Proper cooling methods used; adequate equipment for temperature control | | |
| 34 | NA | Plant food properly cooked for hot holding | | |
| 35 | NO | Approved thawing methods used | | |
| 36 | IN | Thermometers provided, accurate, and maintained | | |
| **Food Identification** | | | | |
| 37 | IN | Food properly labeled; original container | | |
| **Prevention of Food Contamination** | | | | |
| 38 | IN | Insects, rodents, and animals not present | | |
| 39 | IN | Contamination prevented during food preparation,storage, and display | | |
| 40 | IN | Personal cleanliness | | |
| 41 | IN | Wiping cloths; properly used and stored | | |
| 42 | NA | Washing fruits and vegetables | | |
| **Proper Use of Utensils** | | | | |
| 43 | IN | In-use utensils: properly stored | | |
| 44 | IN | Utensils, equipment, and linens: properly stored, dried, and handled | | |
| 45 | IN | Single-use/single-service articles: properly stored andused | | |
| 46 | NA | Gloves used properly | | |
| **Utensils, Equipment and Vending** | | | | |
| 47 | IN | Food and non-food contact surfaces cleanable, properlydesigned, constructed, used, and maintained | | |
| 48 | IN | Warewashing facilities: installed, maintained, and used: test strips | | |
| 49 | IN | Non-food contact surfaces clean | | |
| **Physical Facilities** | | | | |
| 50 | IN | Hot and cold water available; adequate pressure | | |
| 51 | IN | Plumbing installed; proper backflow devices | | |
| 52 | IN | Sewage & wastewater properly disposed | | |
| 53 | NA | Toilet facilities: properly constructed, supplied, & cleaned | | |
| 54 | IN | Garbage & refuse properly disposed; facilities maintained | | |
| 55 | IN | Physical facilities installed, maintained, and clean | | |
| 56 | IN | Adequate ventilation and lighting; designated areas used | | |

Follow-up Required: No

Received By:

Inspector's Signature:

| Temperature Observations | | | | | |
|---|---|---|---|---|---|
| Item/Location | Temperature | Item/Location | Temperature | Item/Location | Temperature |
| /Cold-Hold Unit | 40°F | BRATWURST/Hot-Hold Unit | 150°F | | |

| Critical | Code Reference | Line | Observation and Corrective Actions |
|---|---|---|---|
| | 4-419 A, B, C, E, F, G | 10 | Per 4-419 C. The use of common towels at handwashing sinks is prohibited. Correct By: 07/25/2023 |

**First District Health Unit**
Environmental Health Division
801 11th Ave SW
Minot ND 58701
Phone: (701) 852-1376
Fax: (701) 852-5043
www.fdhu.org

# Food Establishment Inspection Report

**Score: 100**

| | |
|---|---|
| License #: FD15-00037 | |
| Establishment: MSI - ALL PERMITS | Date: 07/25/2023 |
| Address: 2005 E BURDICK EXPY NORTH DAKOTA STATE FAIRGROUNDS Comm II | Time In: 4:00 PM |
| City/State/Zip: MINOT ND 58701 | Time Out: 4:00 PM |
| County: Ward | Purpose: 1-Regular |
| Owner: M & S CONCESSIONS, INC | Risk Level: 3 |
| Telephone: (701) 720-3394 | EHP Code: 06 |

Compliance Status: **IN** = In Compliance **OUT** = Out of Compliance **N/O** = Not Observed **N/A** = Not Applicable **COS** = Corrected On-Site **R** = Repeat Violation

No. of Risk Factor/Intervention Violations: 0
No. of Repeat Risk Factor/Intervention Violations: 0

## Foodborne Illness Risk Factors and Public Health Interventions

**Risk Factors**: Important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.

**Public Health Interventions**: Control measures to prevent foodborne illness or injury.

| | | | | |
|---|---|---|---|---|
| **Supervision** | | | | |
| 1 | IN | PIC present, demonstrates knowledge, & performs duties | | |
| 2 | IN | Approved food safety education/training/RBS certification | | |
| **Employee Health** | | | | |
| 3 | IN | Management, food employee and conditional employee;knowledge, responsibilities, and reporting | | |
| 4 | IN | Proper use of restriction and exclusion | | |
| 5 | IN | Procedures for clean-up of diarrheal and vomiting events | | |
| **Good Hygienic Practice** | | | | |
| 6 | IN | Proper eating, tasting, drinking, or tobacco use | | |
| 7 | IN | No discharge from eyes, nose, and mouth | | |
| **Preventing Contamination by Hands** | | | | |
| 8 | NO | Hands clean and properly washed | | |
| 9 | IN | No bare hand contact with ready-to-eat food | | |
| 10 | IN | Adequate handwashing facilities supplied and accessible | | |
| **Approved Source** | | | | |
| 11 | IN | Food obtained from approved source | | |
| 12 | NO | Food received at proper temperature | | |
| 13 | IN | Food in good condition, safe, and unadulterated | | |
| 14 | NA | Required records available: shellstock tags, parasitedestruction | | |
| **Protection from Contamination** | | | | |
| 15 | IN | Food separated and protected | | |
| 16 | IN | Food-contact surfaces; cleaned & sanitized | | |
| 17 | IN | Proper disposition of returned, previously served, reconditioned & unsafe food | | |
| **Time/Temperature Control for Safety** | | | | |
| 18 | NO | Proper cooking time and temperatures | | |
| 19 | NA | Proper reheating procedures for hot holding | | |
| 20 | NA | Proper cooling times and temperatures | | |
| 21 | IN | Proper hot holding temperatures | | |
| 22 | IN | Proper cold holding temperatures | | |
| 23 | NA | Proper date marking and disposition | | |
| 24 | NA | Time as a Public Health Control; procedures & records | | |
| **Consumer Advisory** | | | | |
| 25 | NA | Consumer advisory provided for raw/undercooked food | | |
| **Highly Susceptible Populations** | | | | |
| 26 | NA | Pasteurized foods used; prohibited foods not offered | | |
| **Food/Color Additives and Toxic Substances** | | | | |
| 27 | NA | Food additives: approved and properly used | | |
| 28 | IN | Toxic substances properly identified, stored, and used | | |
| **Conformance with Approved Procedures** | | | | |
| 29 | NA | Compliance with procedures, variances, specialized processes, HACCP, etc. | | |

**Temperatures, observations, & corrective actions on Page 2.**

## Good Retail Practices

**Good Retail Practices**: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

| | | | | |
|---|---|---|---|---|
| **Safe Food and Water** | | | | |
| 30 | NA | Pasteurized eggs used where required | | |
| 31 | IN | Water and ice from approved source | | |
| 32 | NA | Variance obtained for specialized processing methods | | |
| **Food Temperature Control** | | | | |
| 33 | IN | Proper cooling methods used; adequate equipment for temperature control | | |
| 34 | NA | Plant food properly cooked for hot holding | | |
| 35 | IN | Approved thawing methods used | | |
| 36 | IN | Thermometers provided, accurate, and maintained | | |
| **Food Identification** | | | | |
| 37 | NA | Food properly labeled; original container | | |
| **Prevention of Food Contamination** | | | | |
| 38 | IN | Insects, rodents, and animals not present | | |
| 39 | IN | Contamination prevented during food preparation,storage, and display | | |
| 40 | IN | Personal cleanliness | | |
| 41 | IN | Wiping cloths; properly used and stored | | |
| 42 | NA | Washing fruits and vegetables | | |
| **Proper Use of Utensils** | | | | |
| 43 | IN | In-use utensils: properly stored | | |
| 44 | IN | Utensils, equipment, and linens: properly stored, dried, and handled | | |
| 45 | IN | Single-use/single-service articles: properly stored andused | | |
| 46 | NA | Gloves used properly | | |
| **Utensils, Equipment and Vending** | | | | |
| 47 | IN | Food and non-food contact surfaces cleanable, properlydesigned, constructed, used, and maintained | | |
| 48 | IN | Warewashing facilities: installed, maintained, and used: test strips | | |
| 49 | IN | Non-food contact surfaces clean | | |
| **Physical Facilities** | | | | |
| 50 | IN | Hot and cold water available; adequate pressure | | |
| 51 | IN | Plumbing installed; proper backflow devices | | |
| 52 | IN | Sewage & wastewater properly disposed | | |
| 53 | IN | Toilet facilities: properly constructed, supplied, & cleaned | | |
| 54 | IN | Garbage & refuse properly disposed; facilities maintained | | |
| 55 | IN | Physical facilities installed, maintained, and clean | | |
| 56 | IN | Adequate ventilation and lighting; designated areas used | | |

Follow-up Required: No

Received By:

Inspector's Signature:

| Temperature Observations | | | | | |
|---|---|---|---|---|---|
| Item/Location | Temperature | Item/Location | Temperature | Item/Location | Temperature |
| /Cold-Hold Unit | 35°F | CHEESE/Hot-Hold Unit | 136°F | | |

| Critical | Code Reference | Line | Observation and Corrective Actions |
|---|---|---|---|
| | | | |

**First District Health Unit**
Environmental Health Division
801 11th Ave SW
Minot ND 58701
Phone: (701) 852-1376
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# Food Establishment Inspection Report

**Score: 99**

| | |
|---|---|
| License #: FD15-00026 | |
| Establishment: MSI - ALL PERMITS | Date: 04/14/2023 |
| Address: 2005 E BURDICK EXPY NORTH DAKOTA STATE FAIRGROUNDS Grandstand | Time In: 12:45 PM |
| City/State/Zip: MINOT ND 58701 | Time Out: 1:15 PM |
| County: Ward | Purpose: 1-Regular |
| Owner: M & S CONCESSIONS, INC | Risk Level: 2 |
| Telephone: (701) 720-3394 | EHP Code: 06 |

Compliance Status: **IN** = In Compliance; **OUT** = Out of Compliance; **N/O** = Not Observed; **N/A** = Not Applicable; **COS** = Corrected On-Site; **R** = Repeat Violation

No. of Risk Factor/Intervention Violations: 0
No. of Repeat Risk Factor/Intervention Violations: 0

## Foodborne Illness Risk Factors and Public Health Interventions

**Risk Factors**: Important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.

**Public Health Interventions**: Control measures to prevent foodborne illness or injury.

| | | | | |
|---|---|---|---|---|
| **Supervision** | | | | |
| 1 | IN | PIC present, demonstrates knowledge, & performs duties | | |
| 2 | IN | Approved food safety education/training/RBS certification | | |
| **Employee Health** | | | | |
| 3 | IN | Management, food employee and conditional employee;knowledge, responsibilities, and reporting | | |
| 4 | IN | Proper use of restriction and exclusion | | |
| 5 | IN | Procedures for clean-up of diarrheal and vomiting events | | |
| **Good Hygienic Practice** | | | | |
| 6 | IN | Proper eating, tasting, drinking, or tobacco use | | |
| 7 | IN | No discharge from eyes, nose, and mouth | | |
| **Preventing Contamination by Hands** | | | | |
| 8 | IN | Hands clean and properly washed | | |
| 9 | NO | No bare hand contact with ready-to-eat food | | |
| 10 | IN | Adequate handwashing facilities supplied and accessible | | |
| **Approved Source** | | | | |
| 11 | IN | Food obtained from approved source | | |
| 12 | NO | Food received at proper temperature | | |
| 13 | IN | Food in good condition, safe, and unadulterated | | |
| 14 | NA | Required records available: shellstock tags, parasitedestruction | | |
| **Protection from Contamination** | | | | |
| 15 | IN | Food separated and protected | | |
| 16 | IN | Food-contact surfaces; cleaned & sanitized | | |
| 17 | IN | Proper disposition of returned, previously served, reconditioned & unsafe food | | |
| **Time/Temperature Control for Safety** | | | | |
| 18 | NO | Proper cooking time and temperatures | | |
| 19 | NO | Proper reheating procedures for hot holding | | |
| 20 | NO | Proper cooling times and temperatures | | |
| 21 | IN | Proper hot holding temperatures | | |
| 22 | NO | Proper cold holding temperatures | | |
| 23 | IN | Proper date marking and disposition | | |
| 24 | NA | Time as a Public Health Control; procedures & records | | |
| **Consumer Advisory** | | | | |
| 25 | NA | Consumer advisory provided for raw/undercooked food | | |
| **Highly Susceptible Populations** | | | | |
| 26 | NA | Pasteurized foods used; prohibited foods not offered | | |
| **Food/Color Additives and Toxic Substances** | | | | |
| 27 | NA | Food additives: approved and properly used | | |
| 28 | IN | Toxic substances properly identified, stored, and used | | |
| **Conformance with Approved Procedures** | | | | |
| 29 | NA | Compliance with procedures, variances, specialized processes, HACCP, etc. | | |

**Temperatures, observations, & corrective actions on Page 2.**

## Good Retail Practices

**Good Retail Practices**: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

| | | | | |
|---|---|---|---|---|
| **Safe Food and Water** | | | | |
| 30 | NA | Pasteurized eggs used where required | | |
| 31 | IN | Water and ice from approved source | | |
| 32 | NA | Variance obtained for specialized processing methods | | |
| **Food Temperature Control** | | | | |
| 33 | NO | Proper cooling methods used; adequate equipment for temperature control | | |
| 34 | NO | Plant food properly cooked for hot holding | | |
| 35 | NO | Approved thawing methods used | | |
| 36 | IN | Thermometers provided, accurate, and maintained | | |
| **Food Identification** | | | | |
| 37 | IN | Food properly labeled; original container | | |
| **Prevention of Food Contamination** | | | | |
| 38 | IN | Insects, rodents, and animals not present | | |
| 39 | IN | Contamination prevented during food preparation,storage, and display | | |
| 40 | IN | Personal cleanliness | | |
| 41 | IN | Wiping cloths; properly used and stored | | |
| 42 | NA | Washing fruits and vegetables | | |
| **Proper Use of Utensils** | | | | |
| 43 | IN | In-use utensils: properly stored | | |
| 44 | IN | Utensils, equipment, and linens: properly stored, dried, and handled | | |
| 45 | IN | Single-use/single-service articles: properly stored andused | | |
| 46 | IN | Gloves used properly | | |
| **Utensils, Equipment and Vending** | | | | |
| 47 | IN | Food and non-food contact surfaces cleanable, properlydesigned, constructed, used, and maintained | | |
| 48 | IN | Warewashing facilities: installed, maintained, and used: test strips | | |
| 49 | IN | Non-food contact surfaces clean | | |
| **Physical Facilities** | | | | |
| 50 | IN | Hot and cold water available; adequate pressure | | |
| 51 | IN | Plumbing installed; proper backflow devices | | |
| 52 | IN | Sewage & wastewater properly disposed | | |
| 53 | NA | Toilet facilities: properly constructed, supplied, & cleaned | | |
| 54 | IN | Garbage & refuse properly disposed; facilities maintained | | |
| 55 | OUT | Physical facilities installed, maintained, and clean | | |
| 56 | IN | Adequate ventilation and lighting; designated areas used | | |

Follow-up Required:

Received By: Michael Burke

Inspector's Signature:

| Temperature Observations | | | | | |
|---|---|---|---|---|---|
| Item/Location | Temperature | Item/Location | Temperature | Item/Location | Temperature |
| SWEDISH MEATBALLS/Hot-Hold Unit | 183°F | POTATOES/Hot-Hold Unit | 168°F | | |

| Critical | Code Reference | Line | Observation and Corrective Actions |
|---|---|---|---|
| | 4-405 | 55 | Tiling around ice machine broken and missing. Per 4-405 Physical facilities shall be maintained in good repair. Correct By: 04/14/2023 |

**First District Health Unit**
Environmental Health Division
801 11th Ave SW
Minot ND 58701
Phone: (701) 852-1376
Fax: (701) 852-5043
www.fdhu.org

# Food Establishment Inspection Report

**Score: 100**

| | |
|---|---|
| License #: FD15-00027 | |
| Establishment: MSI - ALL PERMITS | Date: 07/25/2023 |
| Address: 2005 E BURDICK EXPY NORTH DAKOTA STATE FAIRGROUNDS | Time In: 11:15 AM |
| City/State/Zip: MINOT ND 58701 | Time Out: 11:30 AM |
| County: Ward | Purpose: 1-Regular |
| Owner: M & S CONCESSIONS, INC | Risk Level: 2 |
| Telephone: (701) 720-3394 | EHP Code: 06 |

Compliance Status: **IN** = In Compliance; **OUT** = Out of Compliance; **N/O** = Not Observed; **N/A** = Not Applicable; **COS** = Corrected On-Site; **R** = Repeat Violation

No. of Risk Factor/Intervention Violations: 0
No. of Repeat Risk Factor/Intervention Violations: 0

## Foodborne Illness Risk Factors and Public Health Interventions

**Risk Factors**: Important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.

**Public Health Interventions**: Control measures to prevent foodborne illness or injury.

| | | | | |
|---|---|---|---|---|
| **Supervision** | | | | |
| 1 | IN | PIC present, demonstrates knowledge, & performs duties | | |
| 2 | IN | Approved food safety education/training/RBS certification | | |
| **Employee Health** | | | | |
| 3 | IN | Management, food employee and conditional employee;knowledge, responsibilities, and reporting | | |
| 4 | IN | Proper use of restriction and exclusion | | |
| 5 | IN | Procedures for clean-up of diarrheal and vomiting events | | |
| **Good Hygienic Practice** | | | | |
| 6 | IN | Proper eating, tasting, drinking, or tobacco use | | |
| 7 | IN | No discharge from eyes, nose, and mouth | | |
| **Preventing Contamination by Hands** | | | | |
| 8 | NO | Hands clean and properly washed | | |
| 9 | IN | No bare hand contact with ready-to-eat food | | |
| 10 | IN | Adequate handwashing facilities supplied and accessible | | |
| **Approved Source** | | | | |
| 11 | IN | Food obtained from approved source | | |
| 12 | NO | Food received at proper temperature | | |
| 13 | IN | Food in good condition, safe, and unadulterated | | |
| 14 | NA | Required records available: shellstock tags, parasitedestruction | | |
| **Protection from Contamination** | | | | |
| 15 | IN | Food separated and protected | | |
| 16 | IN | Food-contact surfaces; cleaned & sanitized | | |
| 17 | IN | Proper disposition of returned, previously served, reconditioned & unsafe food | | |
| **Time/Temperature Control for Safety** | | | | |
| 18 | NO | Proper cooking time and temperatures | | |
| 19 | NA | Proper reheating procedures for hot holding | | |
| 20 | NO | Proper cooling times and temperatures | | |
| 21 | IN | Proper hot holding temperatures | | |
| 22 | IN | Proper cold holding temperatures | | |
| 23 | NA | Proper date marking and disposition | | |
| 24 | NA | Time as a Public Health Control; procedures & records | | |
| **Consumer Advisory** | | | | |
| 25 | NA | Consumer advisory provided for raw/undercooked food | | |
| **Highly Susceptible Populations** | | | | |
| 26 | NA | Pasteurized foods used; prohibited foods not offered | | |
| **Food/Color Additives and Toxic Substances** | | | | |
| 27 | NA | Food additives: approved and properly used | | |
| 28 | IN | Toxic substances properly identified, stored, and used | | |
| **Conformance with Approved Procedures** | | | | |
| 29 | NA | Compliance with procedures, variances, specialized processes, HACCP, etc. | | |

**Temperatures, observations, & corrective actions on Page 2.**

## Good Retail Practices

**Good Retail Practices**: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

| | | | | |
|---|---|---|---|---|
| **Safe Food and Water** | | | | |
| 30 | NA | Pasteurized eggs used where required | | |
| 31 | IN | Water and ice from approved source | | |
| 32 | NA | Variance obtained for specialized processing methods | | |
| **Food Temperature Control** | | | | |
| 33 | IN | Proper cooling methods used; adequate equipment for temperature control | | |
| 34 | NA | Plant food properly cooked for hot holding | | |
| 35 | IN | Approved thawing methods used | | |
| 36 | IN | Thermometers provided, accurate, and maintained | | |
| **Food Identification** | | | | |
| 37 | IN | Food properly labeled; original container | | |
| **Prevention of Food Contamination** | | | | |
| 38 | IN | Insects, rodents, and animals not present | | |
| 39 | IN | Contamination prevented during food preparation,storage, and display | | |
| 40 | IN | Personal cleanliness | | |
| 41 | IN | Wiping cloths; properly used and stored | | |
| 42 | NA | Washing fruits and vegetables | | |
| **Proper Use of Utensils** | | | | |
| 43 | IN | In-use utensils: properly stored | | |
| 44 | IN | Utensils, equipment, and linens: properly stored, dried, and handled | | |
| 45 | IN | Single-use/single-service articles: properly stored andused | | |
| 46 | NA | Gloves used properly | | |
| **Utensils, Equipment and Vending** | | | | |
| 47 | IN | Food and non-food contact surfaces cleanable, properlydesigned, constructed, used, and maintained | | |
| 48 | IN | Warewashing facilities: installed, maintained, and used: test strips | | |
| 49 | IN | Non-food contact surfaces clean | | |
| **Physical Facilities** | | | | |
| 50 | IN | Hot and cold water available; adequate pressure | | |
| 51 | IN | Plumbing installed; proper backflow devices | | |
| 52 | IN | Sewage & wastewater properly disposed | | |
| 53 | NA | Toilet facilities: properly constructed, supplied, & cleaned | | |
| 54 | IN | Garbage & refuse properly disposed; facilities maintained | | |
| 55 | IN | Physical facilities installed, maintained, and clean | | |
| 56 | IN | Adequate ventilation and lighting; designated areas used | | |

Follow-up Required: No

Received By:

Inspector's Signature:

| Temperature Observations | | | | | |
|---|---|---|---|---|---|
| Item/Location | Temperature | Item/Location | Temperature | Item/Location | Temperature |
| /Cold-Hold Unit | 39°F | | | | |

| Critical | Code Reference | Line | Observation and Corrective Actions |
|---|---|---|---|
| | | | |

**First District Health Unit**
Environmental Health Division
801 11th Ave SW
Minot ND 58701
Phone: (701) 852-1376
Fax: (701) 852-5043
www.fdhu.org

# Food Establishment Inspection Report

**Score: 97**

| | |
|---|---|
| License #: FD15-00038 | |
| Establishment: MSI - ALL PERMITS | Date: 07/25/2023 |
| Address: 2005 E BURDICK EXPY NORTH DAKOTA STATE FAIRGROUNDS | Time In: 4:15 PM |
| City/State/Zip: MINOT ND 58701 | Time Out: 4:30 PM |
| County: Ward | Purpose: 1-Regular |
| Owner: M & S CONCESSIONS, INC | Risk Level: 2 |
| Telephone: (701) 720-3394 | EHP Code: 06 |

Compliance Status: **IN** = In Compliance; **OUT** = Out of Compliance; **N/O** = Not Observed; **N/A** = Not Applicable; **COS** = Corrected On-Site; **R** = Repeat Violation

No. of Risk Factor/Intervention Violations: 1
No. of Repeat Risk Factor/Intervention Violations: 0

## Foodborne Illness Risk Factors and Public Health Interventions

**Risk Factors**: Important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.

**Public Health Interventions**: Control measures to prevent foodborne illness or injury.

| | | | | |
|---|---|---|---|---|
| **Supervision** | | | | |
| 1 | IN | PIC present, demonstrates knowledge, & performs duties | | |
| 2 | IN | Approved food safety education/training/RBS certification | | |
| **Employee Health** | | | | |
| 3 | IN | Management, food employee and conditional employee;knowledge, responsibilities, and reporting | | |
| 4 | IN | Proper use of restriction and exclusion | | |
| 5 | IN | Procedures for clean-up of diarrheal and vomiting events | | |
| **Good Hygienic Practice** | | | | |
| 6 | IN | Proper eating, tasting, drinking, or tobacco use | | |
| 7 | IN | No discharge from eyes, nose, and mouth | | |
| **Preventing Contamination by Hands** | | | | |
| 8 | NO | Hands clean and properly washed | | |
| 9 | IN | No bare hand contact with ready-to-eat food | | |
| 10 | IN | Adequate handwashing facilities supplied and accessible | | |
| **Approved Source** | | | | |
| 11 | IN | Food obtained from approved source | | |
| 12 | NO | Food received at proper temperature | | |
| 13 | IN | Food in good condition, safe, and unadulterated | | |
| 14 | NA | Required records available: shellstock tags, parasitedestruction | | |
| **Protection from Contamination** | | | | |
| 15 | IN | Food separated and protected | | |
| 16 | IN | Food-contact surfaces; cleaned & sanitized | | |
| 17 | IN | Proper disposition of returned, previously served, reconditioned & unsafe food | | |
| **Time/Temperature Control for Safety** | | | | |
| 18 | NO | Proper cooking time and temperatures | | |
| 19 | NA | Proper reheating procedures for hot holding | | |
| 20 | NO | Proper cooling times and temperatures | | |
| 21 | OUT | Proper hot holding temperatures | | |
| 22 | IN | Proper cold holding temperatures | | |
| 23 | NA | Proper date marking and disposition | | |
| 24 | NA | Time as a Public Health Control; procedures & records | | |
| **Consumer Advisory** | | | | |
| 25 | NA | Consumer advisory provided for raw/undercooked food | | |
| **Highly Susceptible Populations** | | | | |
| 26 | NA | Pasteurized foods used; prohibited foods not offered | | |
| **Food/Color Additives and Toxic Substances** | | | | |
| 27 | NA | Food additives: approved and properly used | | |
| 28 | IN | Toxic substances properly identified, stored, and used | | |
| **Conformance with Approved Procedures** | | | | |
| 29 | NA | Compliance with procedures, variances, specialized processes, HACCP, etc. | | |

**Temperatures, observations, & corrective actions on Page 2.**

## Good Retail Practices

**Good Retail Practices**: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

| | | | | |
|---|---|---|---|---|
| **Safe Food and Water** | | | | |
| 30 | NA | Pasteurized eggs used where required | | |
| 31 | IN | Water and ice from approved source | | |
| 32 | NA | Variance obtained for specialized processing methods | | |
| **Food Temperature Control** | | | | |
| 33 | IN | Proper cooling methods used; adequate equipment for temperature control | | |
| 34 | NA | Plant food properly cooked for hot holding | | |
| 35 | IN | Approved thawing methods used | | |
| 36 | IN | Thermometers provided, accurate, and maintained | | |
| **Food Identification** | | | | |
| 37 | IN | Food properly labeled; original container | | |
| **Prevention of Food Contamination** | | | | |
| 38 | IN | Insects, rodents, and animals not present | | |
| 39 | IN | Contamination prevented during food preparation,storage, and display | | |
| 40 | IN | Personal cleanliness | | |
| 41 | IN | Wiping cloths; properly used and stored | | |
| 42 | NA | Washing fruits and vegetables | | |
| **Proper Use of Utensils** | | | | |
| 43 | IN | In-use utensils: properly stored | | |
| 44 | IN | Utensils, equipment, and linens: properly stored, dried, and handled | | |
| 45 | IN | Single-use/single-service articles: properly stored andused | | |
| 46 | NA | Gloves used properly | | |
| **Utensils, Equipment and Vending** | | | | |
| 47 | IN | Food and non-food contact surfaces cleanable, properlydesigned, constructed, used, and maintained | | |
| 48 | IN | Warewashing facilities: installed, maintained, and used: test strips | | |
| 49 | IN | Non-food contact surfaces clean | | |
| **Physical Facilities** | | | | |
| 50 | IN | Hot and cold water available; adequate pressure | | |
| 51 | IN | Plumbing installed; proper backflow devices | | |
| 52 | IN | Sewage & wastewater properly disposed | | |
| 53 | IN | Toilet facilities: properly constructed, supplied, & cleaned | | |
| 54 | IN | Garbage & refuse properly disposed; facilities maintained | | |
| 55 | IN | Physical facilities installed, maintained, and clean | | |
| 56 | IN | Adequate ventilation and lighting; designated areas used | | |

Follow-up Required: No

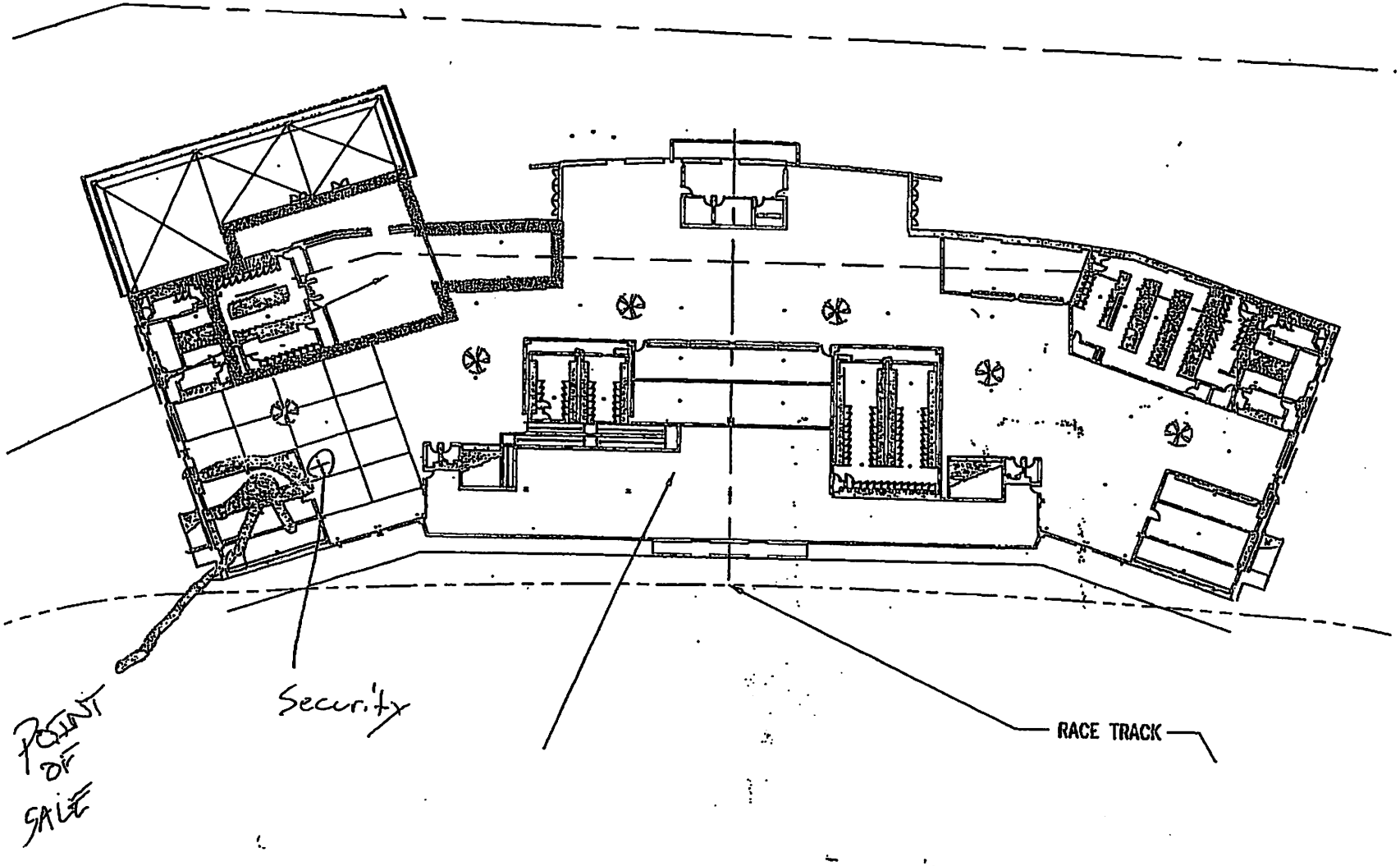
Received By:

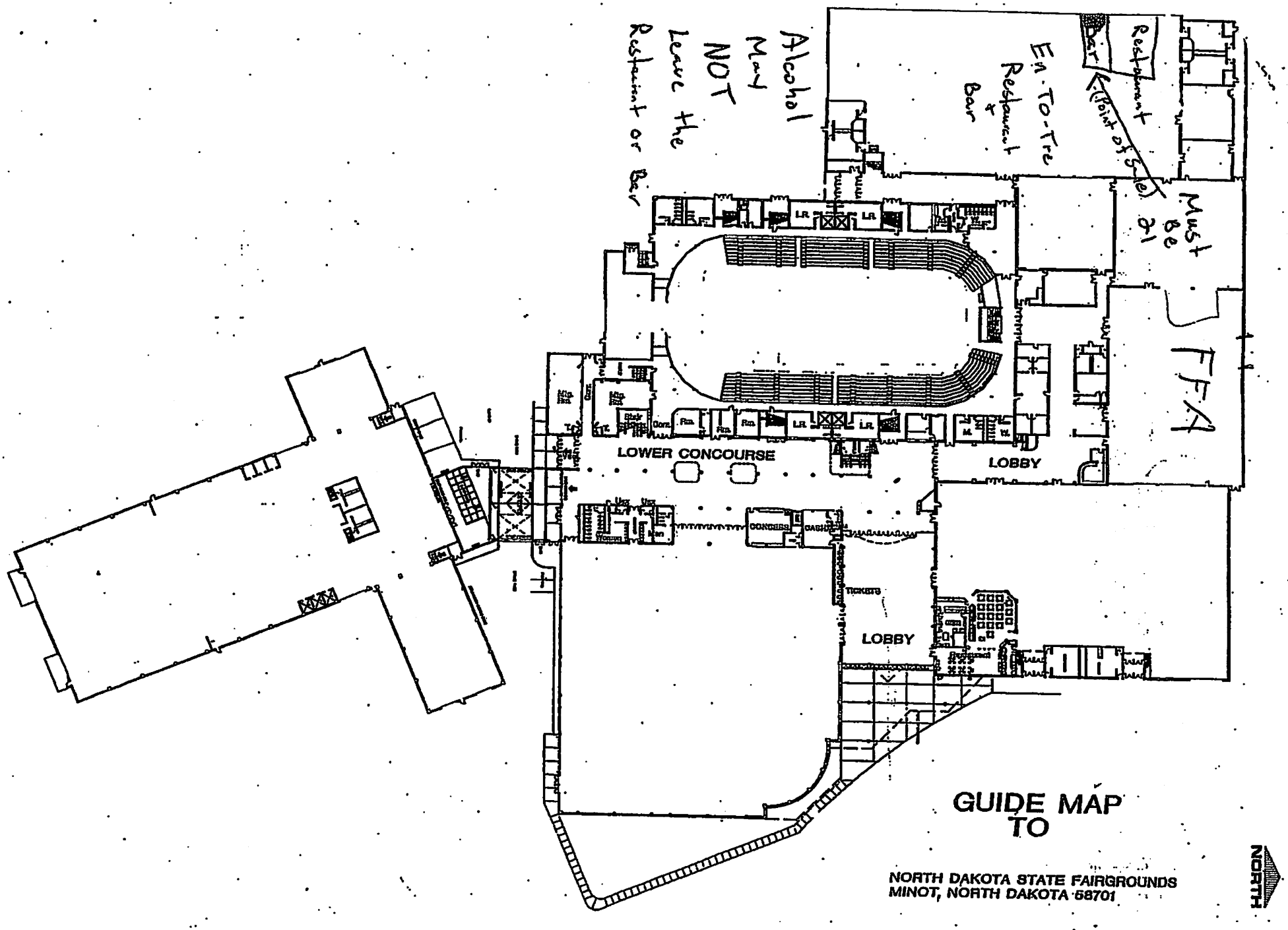
Inspector's Signature:

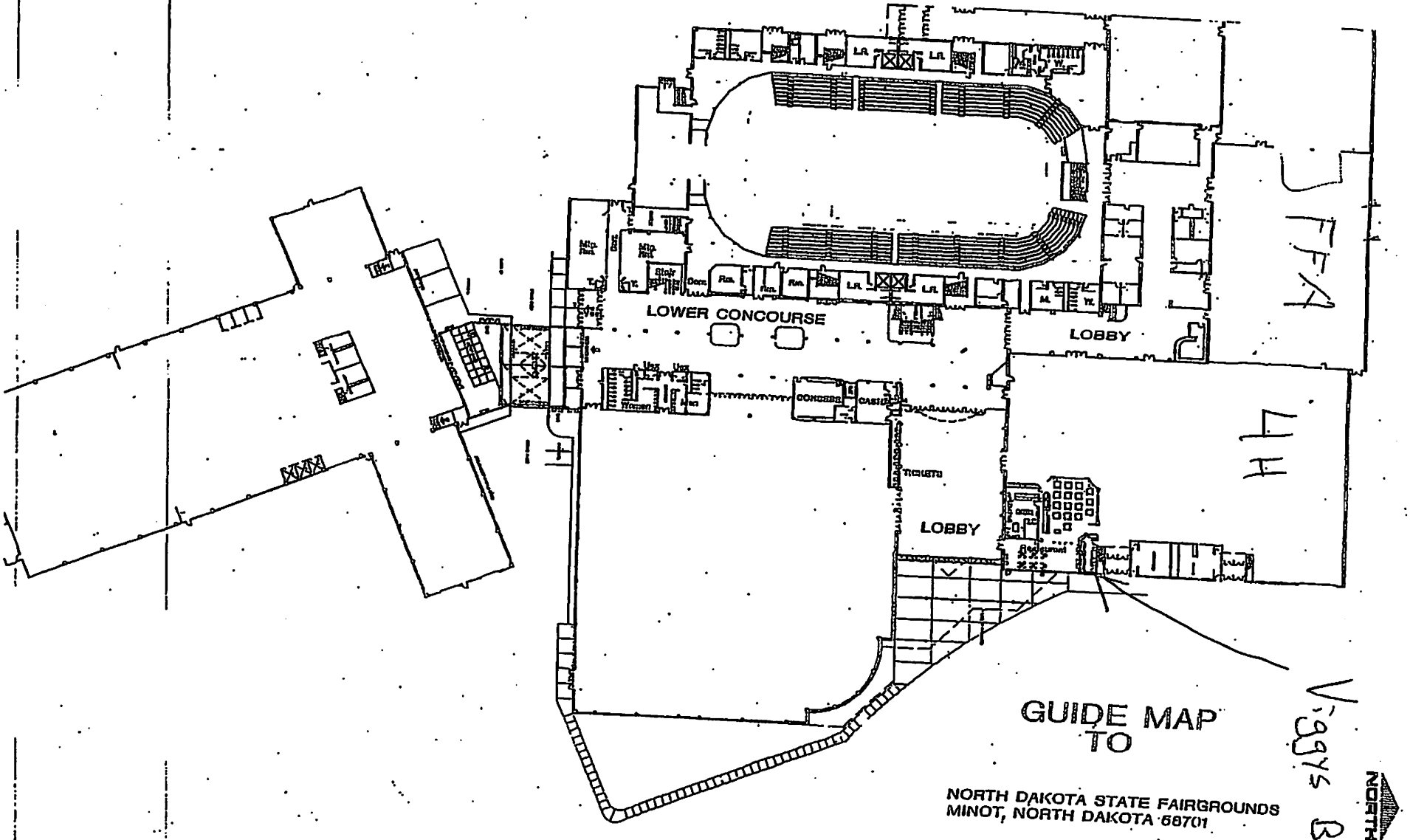
| Temperature Observations | | | | | |
|---|---|---|---|---|---|
| Item/Location | Temperature | Item/Location | Temperature | Item/Location | Temperature |
| /Cold-Hold Unit | 39°F | CHEESE/Hot-Hold Unit | 118°F | | |

| Critical | Code Reference | Line | Observation and Corrective Actions |
|---|---|---|---|
| X | 4-118 A1 | 21 | Cheese Sauce temped at 118. Per 4-118 A. 1., Except during preparation, cooking, or cooling, or when time is used as the public health control as specified under Section 4-119 and except as specified in Parts B and C of this section, TCS food shall be maintained at 135°F or above; except that roasts cooked to a temperature and for a time specified under Section 4-122(G) or reheated as specified in Section 4-133(E) may be held at a temperature of 130°F or above. Correct By: 07/25/2023 |

GRANDSTAND

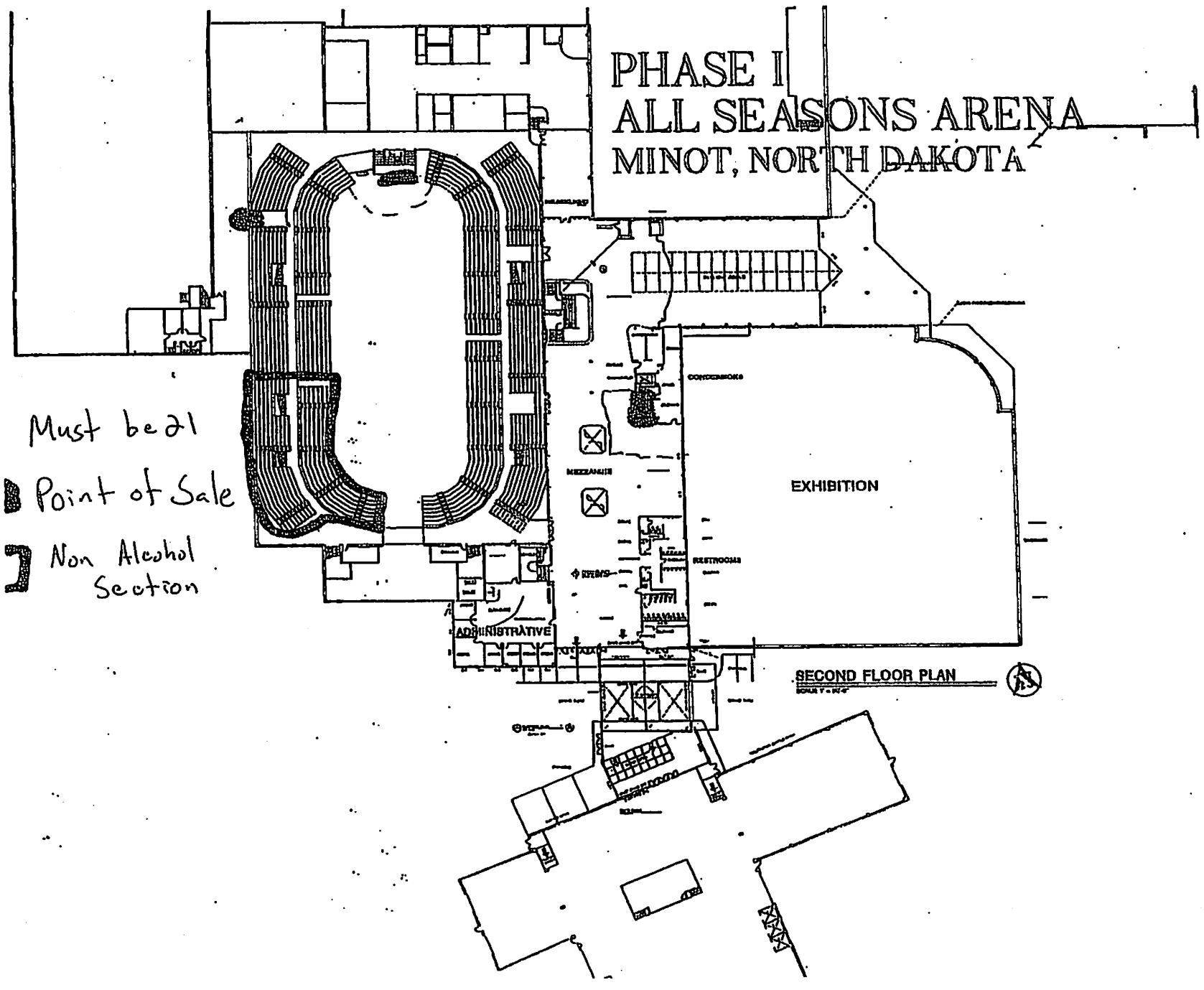


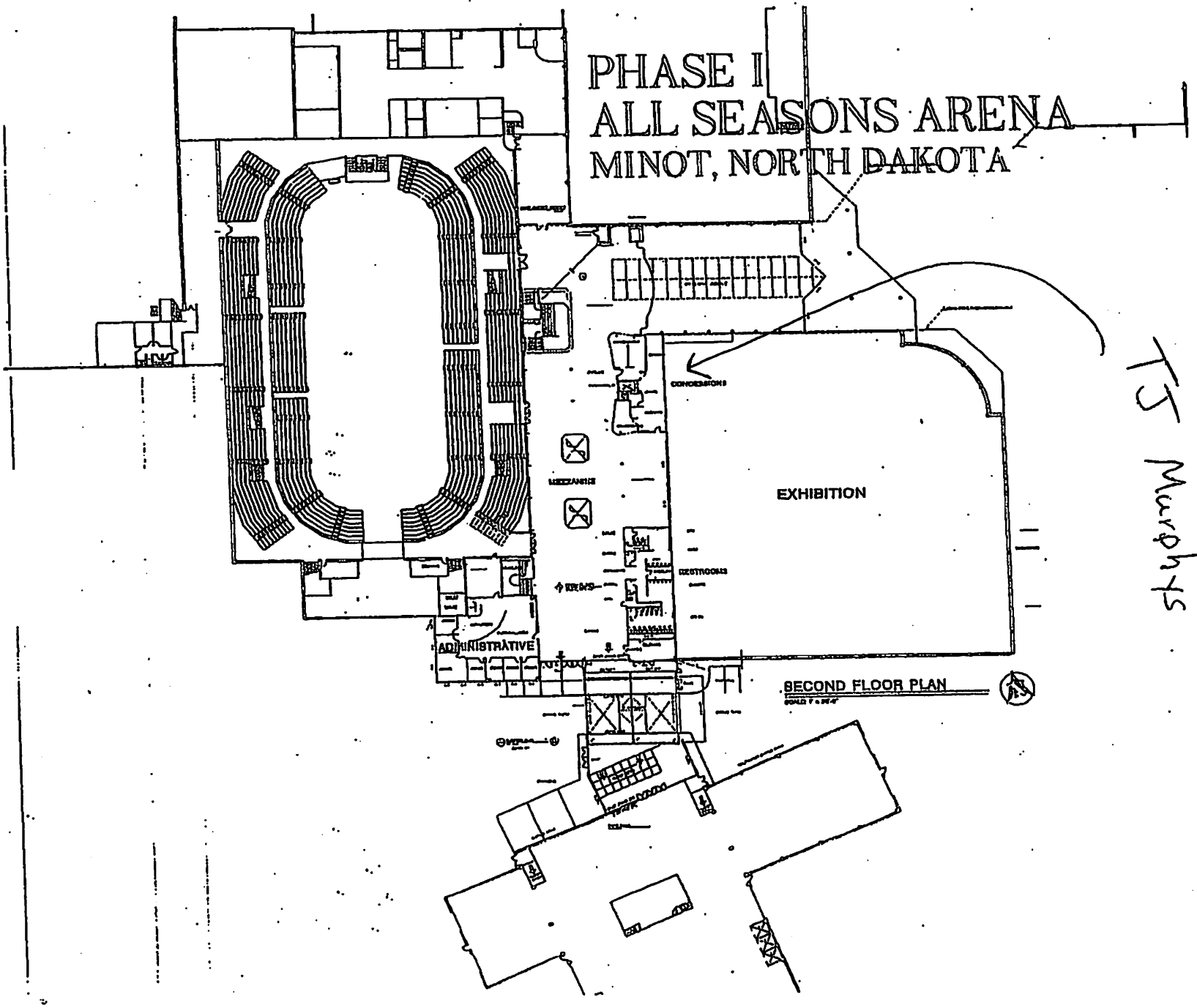

Alcohol May NOT Leave the Restaurant or Bar
En-To-Tre Restaurant & Bar
Restaurant
Bar
(Point of Sale)
Must be 21
FFA
LOWER CONCOURSE
LOBBY
LOBBY
GUIDE MAP TO
NORTH DAKOTA STATE FAIRGROUNDS
MINOT, NORTH DAKOTA 58701
NORTH




# GUIDE MAP TO

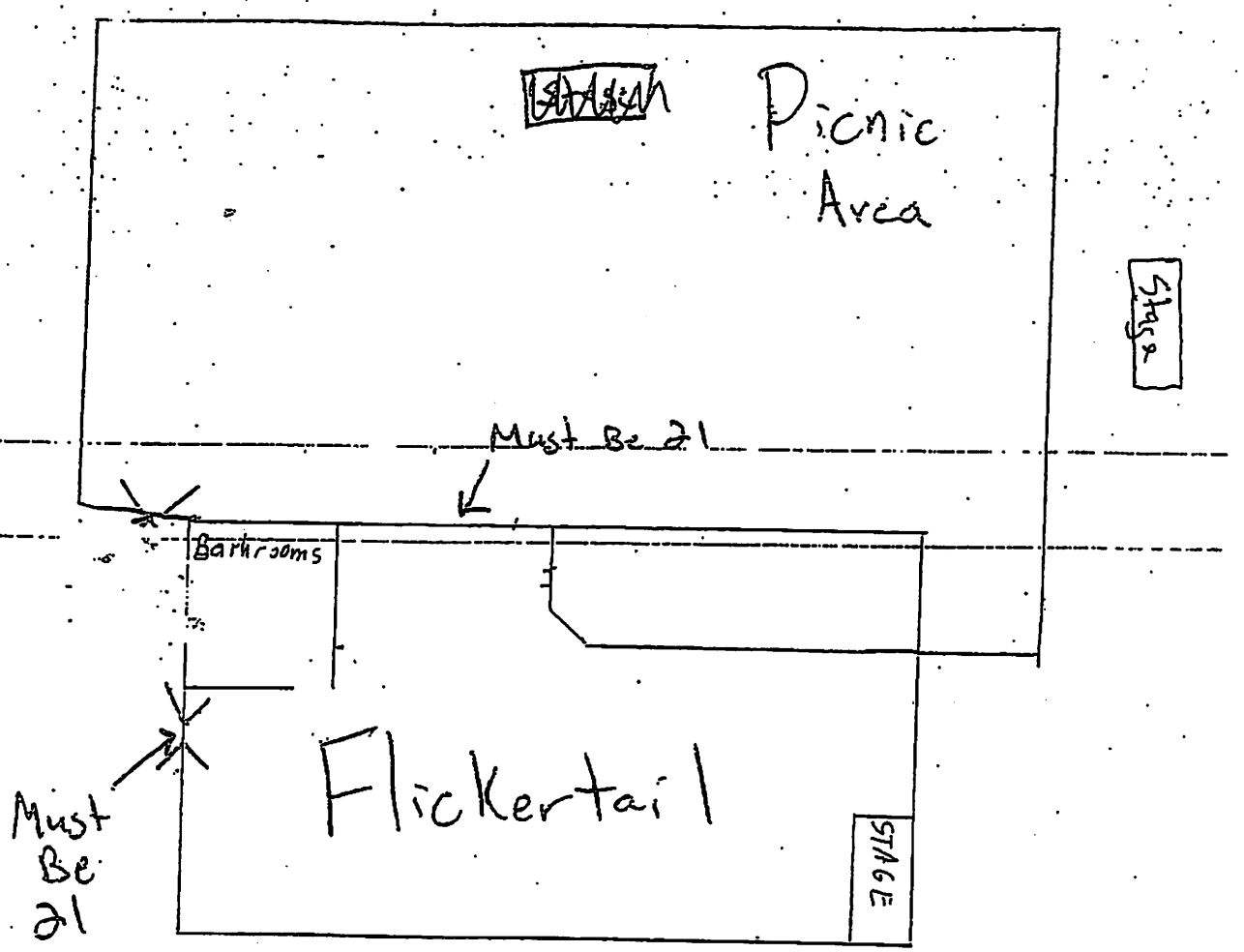
NORTH DAKOTA STATE FAIRGROUNDS
MINOT, NORTH DAKOTA 58701


PHASE I
ALL SEASONS ARENA
MINOT, NORTH DAKOTA
Must be 21
Point of Sale
Non Alcohol Section
EXHIBITION
ADMINISTRATIVE
SECOND FLOOR PLAN

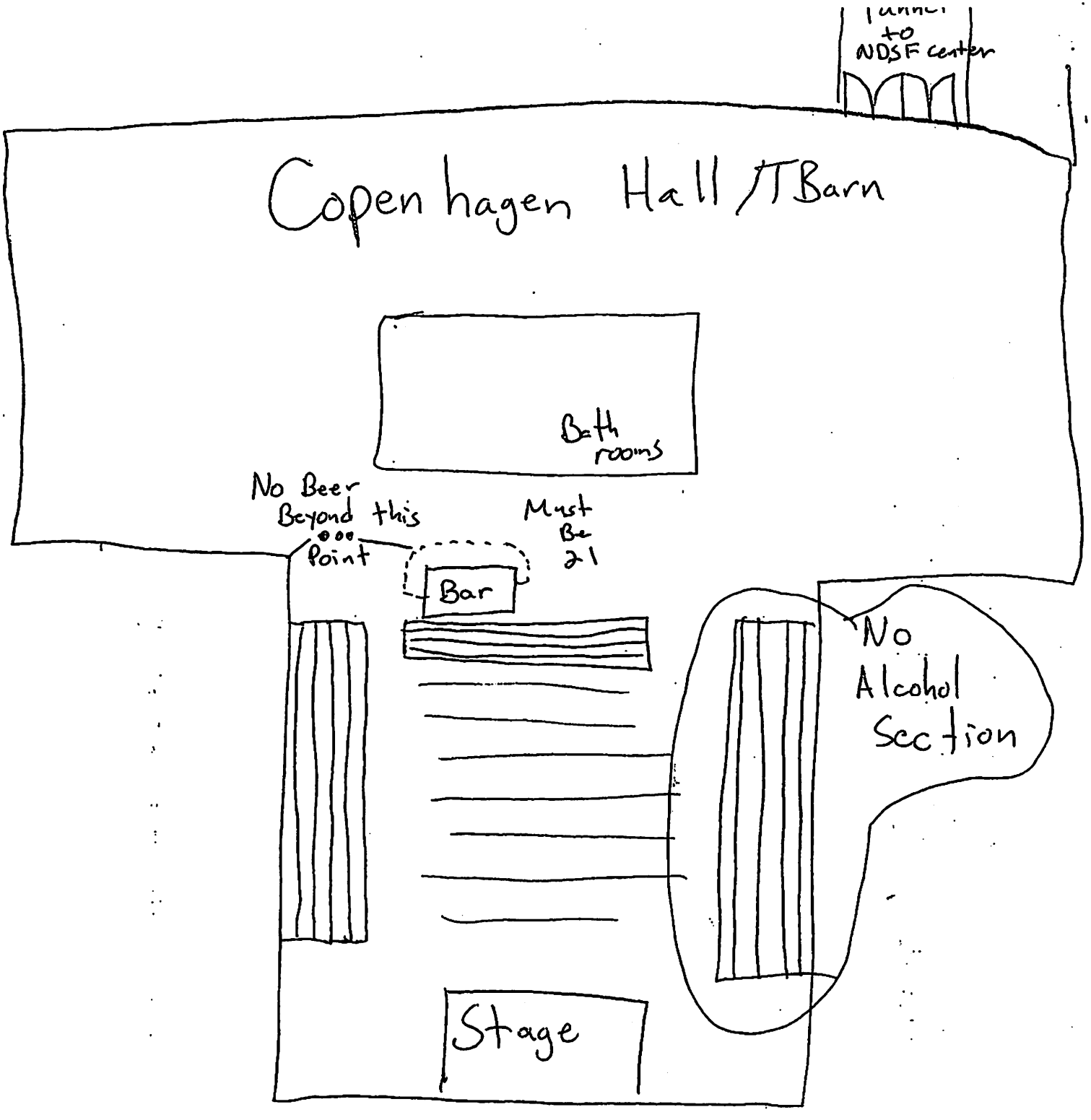

PHASE I
ALL SEASONS ARENA
MINOT, NORTH DAKOTA
EXHIBITION
ADMINISTRATIVE
SECOND FLOOR PLAN
TJ Murphys

M&S

CONCESSIONS, INC.




0 10th St. SE • P.O. Box 879 • Minot, ND 58702 • 701-852-3045 • Fax 701-838-6229 • E-Mail findin@minot.com


Tunnel to NDSF center
Copenhagen Hall / TBarn
Bath rooms
No Beer Beyond this Point
Must Be 21
Bar
No Alcohol Section
Stage

# APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES

STATE OF NORTH DAKOTA
COUNTY OF WARD

The undersigned, being the individual alcoholic beverage applicant, or the partners in an application by a partnership, or an officer or officers of the corporation in an application by a corporation duly authorized to make such application and representations, and being first duly sworn on oath, represent and state the following: **(please type or print)**

The license is to be issued to: Wildwood Country Club
(indicate whether an individual, partnership, or corporation)

The license is to be mailed to: PO Box 323 Burlington ND 58722
(mailing address)

The legal description of the proposed licensed premises is:
8401 County Rd 15W Minot ND 58703

Type of license applied for: (circle applicable fees)

| **LICENSE FEES** | **ON & OFF SALE** | **ON-SALE ONLY** | **OFF-SALE ONLY** |
|---|---|---|---|
| Liquor (no beer) | $1,000 | $1,000 | $750 |
| Beer and Wine | $500 | $500 | $375 |
| Supper Club Alcoholic Beverage | n/a | $750 | n/a |
| Supper Club Beer & Wine | n/a | $375 | n/a |
| **TOTAL FEE** | | | |
| Sunday Event Permits (see separate application) | | | |
| **GOLF COURSE LICENSE FEES** | **ON & OFF SALE** | **ON-SALE ONLY** | **OFF-SALE ONLY** |
| Golf Course Alcoholic Beverage License (on-sale and off-sale) | (circled) $1,000 | $750 | n/a |
| Beer and Wine | $500 | $375 | n/a |
| **TOTAL FEE** | $1000.00 | | |

The individual owner(s), all partners in a partnership, and all officers and shareholders in a corporation, whichever is applicable are applicants and are named as follows:

Barry Myaer
Gary Nelson
Aaron Faker
Justin Hanson
Shannon Hanson
Bonnie Brunner

A personal information sheet is attached for each individual named above as well as a personal information sheet for the proposed manager or managers of the licensed premises.

The real estate taxes on the proposed licensed premises are paid and no taxes are due.

The applicant does hereby consent and agree that the Ward County Sheriff or any of his Deputies, the Ward County State's Attorney of any of his Assistants, and any of the Ward County Commissioners may enter upon the premises described in this application at any hour of the day or night and that they, or either, or any of them shall have free and unlimited access to the Premises for the purpose of inspecting the Premises and the records of this applicant relating to the purchase and sale of alcoholic beverages. Applicant further consents and agrees that the above ability to inspect includes any area subject to or adjacent to an Event Permit Premises or Sunday Permit Premises.

The applicant does hereby acknowledge that he has read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County and Title 5 of the North Dakota Century Code and understands the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon him by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Signed _____

Owner

Position, if corporation

Signed _____

Manager

Position, if corporation

MICHAEL T MUELLER
Notary Public
State of North Dakota
My Commission Expires Dec 22, 2026

Signed _____

Position, if corporation

Subscribed and sworn to before me this 3rd day of November, 2023.

_____

Notary Public, Ward County, North Dakota

My Commission Expires: 12/22/26

Auditor/Treasurer's checklist:

| | |
|---|---|
| Property Taxes Current? | yes |
| Personal Information Attachments | yes |
| Payment of Fee | yes |
| Township Board Consent (New applications only) | N/A |
| Fire Marshall or Chief Approval | yes |
| 1st District Health Unit Approval (existing Bldg. Only) | yes |
| Scale drawing of proposed licensed premises, Square footage | yes |
| Scale drawing of parking area, No. of spaces | yes |

State's Attorney's Review (initial where appropriate)

_____comments attached _____reviewed without comment

Sheriff's Review: (initial where appropriate)

_____ comments attached _____ reviewed without comment

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Sonya L Yoke
Applicant's signature

Sonya L Faken
Applicant's printed name

701-721-9478
Applicant's daytime phone number

Subscribed and sworn to before me this 3rd day of November, 2023.

Michael T. Mueller

My Commission expires: 12/22/26

MICHAEL T MUELLER
Notary Public
State of North Dakota
My Commission Expires Dec 22, 2026

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Applicant's signature

David Fahn

Applicant's printed name

701-721-9476

Applicant's daytime phone number

Subscribed and sworn to before me this 3rd day of November, 2023.

Notary Public

My Commission expires: 12/22/26

MICHAEL T MUELLER
Notary Public
State of North Dakota
My Commission Expires Dec 22, 2026

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Justin Hanson
Applicant's signature

Justin Hanson
Applicant's printed name

701-720-5436
Applicant's daytime phone number

Subscribed and sworn to before me this 6th day of November, 2023.

Michael T. Mueller

My Commission expires: 12/22/26

MICHAEL T MUELLER
Notary Public
State of North Dakota
My Commission Expires Dec 22, 2026

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Applicant's signature

Shannon Hanson
Applicant's printed name

701-240-8970
Applicant's daytime phone number

Subscribed and sworn to before me this 6TH day of November, 2023.

My Commission expires: 12/22/26

MICHAEL T MUELLER
Notary Public
State of North Dakota
My Commission Expires Dec 22, 2026

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Applicant's signature

Corey W Nelson

Applicant's printed name

701-626-1645

Applicant's daytime phone number

Subscribed and sworn to before me this 17th day of October, 2023.

Janelle D Weaver

My Commission expires: _____

JANELLE D WEAVER
Notary Public
State of North Dakota
My Commission Expires Aug. 27, 2027

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Michelle Rost
NOTARY
My Commission Expires
07/29/2024
PUBLIC
STATE OF NORTH DAKOTA

Barry L. Myaer
Applicant's signature

Barry L Myaer
Applicant's printed name

701-263-1068
Applicant's daytime phone number

Subscribed and sworn to before me this 18th day of October, 2023.

Michelle Rost

My Commission expires: 7/29/24

I hereby acknowledge that I have read the 1993 Resolution to Reform Alcoholic Beverage Retail Sale Licensure and Regulation in Ward County, North Dakota, and Title 5 of the North Dakota Century Code and understand the nature and gravity of the responsibilities, duties, obligations, and limitations placed upon me and the licensee by virtue of holding a Ward County license and selling alcoholic beverages to the public.

Bonnie Brunner
Applicant's signature

Bonnie Brunner
Applicant's printed name

701 838 0505
Applicant's daytime phone number

Subscribed and sworn to before me this 14th day of November, 2023.

My Commission expires: August 5, 2026

**Eric Popinga**
Notary Public
State of North Dakota
Commission Expiration Date: August 5, 2026

TO: The Ward County Commissioners

I hereby certify that the scale drawing of the licensed premises set forth below, and the parking lot serving said premises, have not changed since I last submitted the drawings to the County Commission.

Sonya L Faken

Signed (owner, manager or president of a Corporation)

Sonya L Faken

Printed Name

701-725-4653

Daytime Phone Number

10/24/23

Date

Wildwood CountryClub, LLC

Name of Licensed Premises

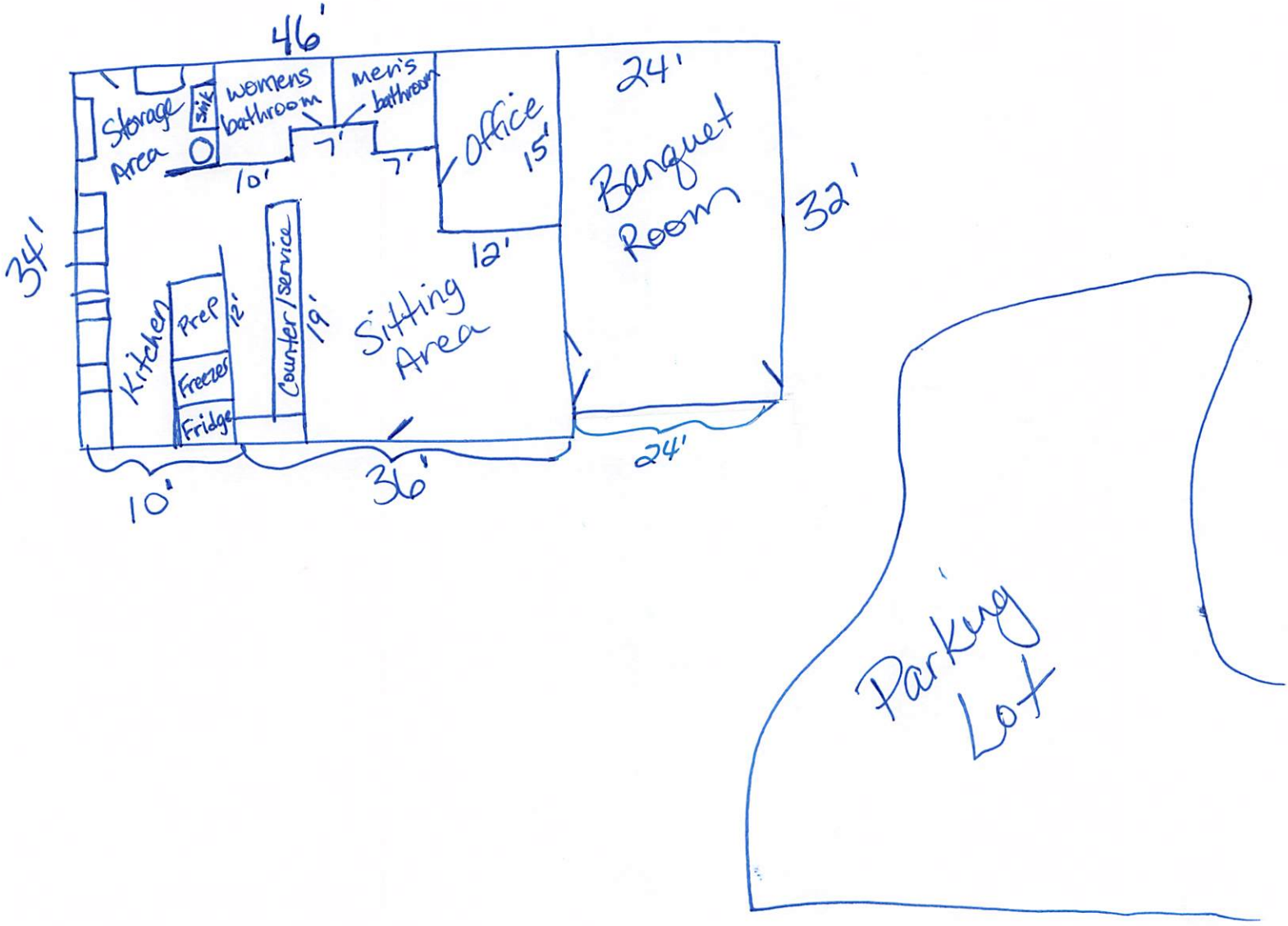
Return to:

Ward County Auditor/Treasurer
PO Box 5005
Minot ND 58702-5005

# Wildwood Country Club

## Floor Plan Drawing

## 2023



# FIRE SAFETY CHECKLIST FOR ASSEMBLIES/LIQUOR LICENSE

OFFICE OF ATTORNEY GENERAL
NORTH DAKOTA STATE FIRE MARSHAL
SFN 16838 (12-2020)

The International Fire Code (IFC), 2018 Edition has been adopted by the North Dakota State Fire Marshal's Office as rules for the fire prevention of the State of North Dakota . Fire code violations shall be corrected immediately. Fire codes listed are not a comprehensive list and do not encompass all applicable codes. The noted code sections are commonly encountered and generally applicable to commercial buildings being used for assembly purposes.

| Facility | Owner/Responsible Party Name | | |
|---|---|---|---|
| Wildwood Country Club, LLC | Sonya Faken, Manager | | |
| **Address** | **City** | **State** | **ZIP Code** |
| 8401 County Rd 15W | Minot | ND | 58703 |
| **Email Address** | **Telephone Number** | | |
| manager@wildwood-nd.com | (701) 725-4653 | | |

The occupant load is the total number of persons that may occupy a building at any time. To calculate occupant load, determine the square footage of the concentrated use area (i.e. dance floor) and the square footage of the non-concentrated area (i.e. tables and chairs).

Concentrated Use Area: 1,323 sq ft / 7 = 189

Non Concentrated Use Area: ____ sq ft / 15 = ____

A minimum number of exits is required based on the occupant load. IFC 1006.2

| Occupant Load | Minimum Number of Exits |
|---|---|
| 50-500 | 2 |
| 501-999 | 3 |
| 1000 or more | 4 |

The exit capacity must be sufficient to accommodate the occupant load. To calculate the exit capacity, determine the total width in inches of all exits and divide by 0.2.

Total Exit Width: 72 / 0.2

Exit Capacity: 360

| | Compliant | Non-compliant |
|---|---|---|
| **Means of Egress Sizing - IFC 1005** The exit capacity is equal to or greater than the occupant load, as calculated. | ☒ | ☐ |
| **Number of Exits Required - IFC 1006.2** Minimum number of exits required are provided. | ☒ | ☐ |
| **Exit signs and Egress Lighting - IDFC 1104.3 & 1104.5** Exit signs and egress/emergency lighting are installed as required to mark and light exits, and have emergency power back-up. Glow | ☒ | ☐ |
| **Exit Size and Requirements - IFC 1104.7** Exit/Egress doors are at least 28 inches in clear width, require no more than 5 lbs of force to open, and require a single action and no special knowledge or effort to open. Exits are free from any storage impeding the means of egress. IF multiple exits are required, they are located separately (IFC 1007.1.1). | ☒ | ☐ |
| **Minimum Aisle Width - IFC 1104.23** Corridors and aisles are a minimum of 36 inches in clear width. | ☒ | ☐ |
| **Panic and Fire Exit Hardware - IFC 1010.1.10** New buildings or when a change of occupancy/use has occurred, spaces with an occupant load of 50 or more are equipped with panic hardware or fire exit hardware. | ☒ | ☐ |
| **Direction of Swing - IFC 10.1.2.1** Doors swing in the direction of egress travel when serving a room or area where the occupant load is 50 or more. | ☒ | ☐ |
| **Fire Rated Separations - IFC 701.2** Where required, existing fire-resistance rated construction is properly maintained. | ☒ | ☐ |
| **Combustible Storage - IFC 315** Combustible storage is maintained in a way that does not pose a threat of fire. Attic, under-floor, and concealed spaces used for storage of combustible materials are protected with a fire-rated barrier or fire sprinklers. | ☒ | ☐ |
| **Interior Wall and Ceiling Finish in Existing buildings - IFC 803** Materials used as wall and ceiling finish are of non-combustible materials, or meet minimum flame spread criteria. | ☒ | ☐ |
| **Electrical Safety - IFC 604** Electrical panels have a working space of 36 inches in front of them. Extension cords shall not be used for permanent wiring. Electrical devices are used in accordance with manufacturer's instructions and IFC. Electrical equipment and covers are properly maintained. | ☒ | ☐ |
| **Heating Systems - IFC 603** To reduce likelihood of accidental ignition, combustibles and/or flammables are at least 18" away from heating systems (e.g. furnace, water heater, etc.) Heating systems and equipment are properly maintained to prevent fire and safety hazards. | ☒ | ☐ |
| **Fire Extinguishers - IFC 906** The structure has an approved and properly maintained fire extinguisher on each level of the building, and within 75' of any point in the building. Fire extinguisher is accessible and annual maintenance is documented appropriately. Cooking equipment involving solid fuels, or vegetable or animal oils and fats, is protected by a Class K-rated portable extinguisher (IFC 906.4). | ☒ | ☐ |
| **Cooking Hood Suppression Systems - IFC 607** Where commercial cooking produces grease laden vapors that accumulate on walls or ceilings presenting a fire hazard, a type I hood ventilation system is installed and protected by a fire suppression system. | ☒ | ☐ |
| **Fire Alarm Systems - IFC 907.2.1** In new buildings or change of occupancy/use, a manual fire alarm system is installed in Group A occupancies where the occupant load is 300 or more. | ☒ NA | ☐ |
| **Automatic Sprinkler Systems Group A - IFC 903.2.1** In new buildings or when a change of occupancy/use has occurred, an automatic sprinkler system is installed where the fire area: exceeds 5,000 square feet, or has an occupant load of 100 or more, or is located on a floor other than ground level. | ☒ NA | ☐ |
| **Existing Building/License Sprinkler Requirement Group A-2 - IFC 1103.5.1** Where a State Liquor License is required and the Group A-2 Assembly has an occupant load over 300, the fire area is equipped with an automatic sprinkler system. | ☒ NA | ☐ |

| Completed by (Fire Authority) | Contact Telephone Number or Email Address | Date |
|---|---|---|
| Kurt Lem | 7012637550 | 11/8/23 |

Remarks (reason for inspection, other violations noted, correction process, plan of correction needs, further remarks etc.)

**First District Health Unit**
**Environmental Health Division**
801 11th Ave SW
Minot ND 58701
Phone: (701) 852-1376
Fax: (701) 852-5043
www.fdhu.org

# Food Establishment Inspection Report

**Score: 97**

| | |
|---|---|
| License #: RE47 | |
| Establishment: WILDWOOD COUNTRY CLUB LLC | Date: 08/29/2023 |
| Address: 8401 CTY RD 15 W | Time In: 2:15 PM |
| City/State/Zip: MINOT ND 58703 | Time Out: 2:45 PM |
| County: Ward | Purpose: 1-Regular |
| Owner: BARRY MYAER/RON JOHNSTON | Risk Level: 2 |
| Telephone: (701) 725-4653 | EHP Code: 06 |

Compliance Status: **IN** = In Compliance; **OUT** = Out of Compliance; **N/O** = Not Observed; **N/A** = Not Applicable; **COS** = Corrected On-Site; **R** = Repeat Violation

No. of Risk Factor/Intervention Violations: 0
No. of Repeat Risk Factor/Intervention Violations: 0

## Foodborne Illness Risk Factors and Public Health Interventions

**Risk Factors:** Important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury.

**Public Health Interventions:** Control measures to prevent foodborne illness or injury.

| | | | | | |
|---|---|---|---|---|---|
| **Supervision** | | | | | |
| 1 | IN | PIC present, demonstrates knowledge, & performs duties | | | |
| 2 | IN | Approved food safety education/training/RBS certification | | | |
| **Employee Health** | | | | | |
| 3 | IN | Management, food employee and conditional employee;knowledge, responsibilities, and reporting | | | |
| 4 | IN | Proper use of restriction and exclusion | | | |
| 5 | IN | Procedures for clean-up of diarrheal and vomiting events | | | |
| **Good Hygienic Practice** | | | | | |
| 6 | IN | Proper eating, tasting, drinking, or tobacco use | | | |
| 7 | IN | No discharge from eyes, nose, and mouth | | | |
| **Preventing Contamination by Hands** | | | | | |
| 8 | NO | Hands clean and properly washed | | | |
| 9 | IN | No bare hand contact with ready-to-eat food | | | |
| 10 | IN | Adequate handwashing facilities supplied and accessible | | | |
| **Approved Source** | | | | | |
| 11 | IN | Food obtained from approved source | | | |
| 12 | NO | Food received at proper temperature | | | |
| 13 | IN | Food in good condition, safe, and unadulterated | | | |
| 14 | NA | Required records available: shellstock tags, parasitedestruction | | | |
| **Protection from Contamination** | | | | | |
| 15 | IN | Food separated and protected | | | |
| 16 | IN | Food-contact surfaces; cleaned & sanitized | | | |
| 17 | IN | Proper disposition of returned, previously served, reconditioned & unsafe food | | | |
| **Time/Temperature Control for Safety** | | | | | |
| 18 | NO | Proper cooking time and temperatures | | | |
| 19 | NO | Proper reheating procedures for hot holding | | | |
| 20 | NO | Proper cooling times and temperatures | | | |
| 21 | IN | Proper hot holding temperatures | | | |
| 22 | IN | Proper cold holding temperatures | | | |
| 23 | IN | Proper date marking and disposition | | | |
| 24 | NA | Time as a Public Health Control; procedures & records | | | |
| **Consumer Advisory** | | | | | |
| 25 | NA | Consumer advisory provided for raw/undercooked food | | | |
| **Highly Susceptible Populations** | | | | | |
| 26 | NA | Pasteurized foods used; prohibited foods not offered | | | |
| **Food/Color Additives and Toxic Substances** | | | | | |
| 27 | NA | Food additives: approved and properly used | | | |
| 28 | IN | Toxic substances properly identified, stored, and used | | | |
| **Conformance with Approved Procedures** | | | | | |
| 29 | NA | Compliance with procedures, variances, specialized processes, HACCP, etc. | | | |

**Temperatures, observations, & corrective actions on Page 2.**

## Good Retail Practices

**Good Retail Practices:** Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

| | | | | | |
|---|---|---|---|---|---|
| **Safe Food and Water** | | | | | |
| 30 | NA | Pasteurized eggs used where required | | | |
| 31 | IN | Water and ice from approved source | | | |
| 32 | NA | Variance obtained for specialized processing methods | | | |
| **Food Temperature Control** | | | | | |
| 33 | IN | Proper cooling methods used; adequate equipment for temperature control | | | |
| 34 | NO | Plant food properly cooked for hot holding | | | |
| 35 | NO | Approved thawing methods used | | | |
| 36 | IN | Thermometers provided, accurate, and maintained | | | |
| **Food Identification** | | | | | |
| 37 | IN | Food properly labeled; original container | | | |
| **Prevention of Food Contamination** | | | | | |
| 38 | IN | Insects, rodents, and animals not present | | | |
| 39 | OUT | Contamination prevented during food preparation,storage, and display | | | |
| 40 | IN | Personal cleanliness | | | |
| 41 | IN | Wiping cloths; properly used and stored | | | |
| 42 | NA | Washing fruits and vegetables | | | |
| **Proper Use of Utensils** | | | | | |
| 43 | IN | In-use utensils: properly stored | | | |
| 44 | IN | Utensils, equipment, and linens: properly stored, dried, and handled | | | |
| 45 | IN | Single-use/single-service articles: properly stored andused | | | |
| 46 | NA | Gloves used properly | | | |
| **Utensils, Equipment and Vending** | | | | | |
| 47 | IN | Food and non-food contact surfaces cleanable, properlydesigned, constructed, used, and maintained | | | |
| 48 | IN | Warewashing facilities: installed, maintained, and used: test strips | | | |
| 49 | IN | Non-food contact surfaces clean | | | |
| **Physical Facilities** | | | | | |
| 50 | IN | Hot and cold water available; adequate pressure | | | |
| 51 | IN | Plumbing installed; proper backflow devices | | | |
| 52 | IN | Sewage & wastewater properly disposed | | | |
| 53 | NO | Toilet facilities: properly constructed, supplied, & cleaned | | | |
| 54 | IN | Garbage & refuse properly disposed; facilities maintained | | | |
| 55 | IN | Physical facilities installed, maintained, and clean | | | |
| 56 | IN | Adequate ventilation and lighting; designated areas used | | | |

Follow-up Required: No

Received By:

Inspector's Signature:

**Temperature Observations**

| Item/Location | Temperature | Item/Location | Temperature | Item/Location | Temperature |
|---|---|---|---|---|---|
| /Cold-Hold Unit | 41°F | HOTDOG/Hot-Hold Unit | 135°F | | |

| Critical | Code Reference | Line | Observation and Corrective Actions |
|---|---|---|---|
| | | 11 | Us foods, Sysco, marillies |
| X | 4-102 A, C, D, E, F, G, H | 39 | Fly paper directly above prep area. Per 4-102 A. At all times, including while being stored, prepared, displayed, served, or transported, food shall be protected from potential contamination. Sources of potential contamination include dust, insects, rodents, unclean equipment and utensils, unnecessary handling, cross contamination, bare hand contact, coughs and sneezes, flooding, or any other source of non-potable or potentially non-potable water. Correct By: 08/29/2023 |

| | |
|---|---|
| **Inspector Comment(s):** | k12 tagged August 2023<br>Ansul tagged May 2023<br>*removed fly paper 8/29/23<br>*fire ext. serviced 8/21/23<br>*grill hood cleaning + inspection 8/30/23 |

# GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - ___ ___ ___ ___ (___ ___ ___) ___
Site License Number
**(Attorney General Use Only)**

Full, Legal Name of Gaming Organization
North Dakota Cowboy Hall of Fame

**This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location**

Name of Location
North Dakota State Fairgrounds

| Street | City | ZIP Code | County |
|---|---|---|---|
| 2005 Burdick Expy E | Minot, ND | 58701 | Ward |

| Beginning Date(s) Authorized | Ending Date(s) Authorized | Number of Twenty-One tables, if zero, enter "0" |
|---|---|---|
| October 11, 2024 | October 13, 2024 | |

Specific location where games of chance will be conducted and played at the site (**required**)
All Seasons Arena

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

## RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (**required**)

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☐ Pull Tab Jar
- ☐ Pull Tab Dispensing Device
- ☐ **ELECTRONIC** Pull Tab Device
- ☐ Club Special
- ☐ Tip Board
- ☐ Seal Board
- ☐ Punchboard
- ☐ Prize Board
- ☐ Prize Board Dispensing Device
- ☐ Sports Pools
- ☐ Twenty-One
- ☐ Poker
- ☐ Calcuttas
- ☐ Paddlewheel with Tickets
- ☐ Paddlewheel Table

| Days of week of gaming operations (if restricted) | Hours of gaming (if restricted) |
|---|---|
| | |

**If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General**

## APPROVALS

| Attorney General | Date |
|---|---|
| | |

| Signature of City/County Official | Date |
|---|---|
| | |

**PRINT** Name and official position of person signing on behalf of city/county above

## INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original**, **signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

## APPLICATION FOR GAMING SITE AUTHORIZATION

WARD COUNTY, NORTH DAKOTA

This application shall be considered for approval in accordance with regulations for Site Authorizations adopted by the Ward County Commissioners. By completing and submitting this application the applicant acknowledges having read and understood the regulations. Should additional space be needed to answer any question(s) on this form, please attach additional pages with references to the questions responded to.

This application is for: (check one)

☐ New application

☒ Renewal

Requested effective date: statefair July 19th – July 27th 2024 Badlands Circuit finals October 11th to Oct 13th 2024

1. Applicant: North Dakota Cowboy Hall of Fame

2. Address of primary business office for the State of North Dakota:

250 Main St. P.O. Box 137

Medora ND 58645

3. Phone number at primary business office: (701) 623-2000

4. Ward County business address (if different):

5. Ward County phone number: (701) 857-6420

6. Proposed gaming site: ND State Fair Grounds

7. Address: 2005 E Burdick Expressway

Minot ND 58701

8. Owner of proposed gaming site:

9. Business owner proposed site (if different):

10. List all administrative staff and the Board of Directors of the applicant organization:

| NAME | TITLE |
|---|---|
| See Attached list | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Are any paid staff members or members of your organization's Board of Directors related to one another? NO If so, please identify the names, positions and relationships on a separate page attached to this application.

Are any individuals who directly or indirectly receive funds or services from your organization's paid staff or Board of Directors? _____ If so, please name the individuals, their titles, their funds or services received during the past year and their relationships with one another on a separate, attached page.

11a. How many total staff members and employees are paid by your organization?

| | | | | | |
|---|---|---|---|---|---|
| 1. | non-gaming: | full-time | 4 | part-time | 5 |
| 2. | gaming | full-time | | part-time | |

11b. How many of the above numbers reside in Ward County? NONE

| | | | | | |
|---|---|---|---|---|---|
| 1. | non-gaming: | full-time | | part-time | |
| 2. | gaming: | full-time | | part-time | |

12. How long has the applicant's organization been in existence in North Dakota? 29 years

13. Is your organization a chapter of a national organization? NO
If so, what organization? _____

| NDCHF Board of Directors as of 11/2/2023 | | |
|---|---|---|
| | **11 Board Members/3 year terms** | |
| Gerald Stokka **President** (2024) | | **Vice President** |
| 11551 2nd St. SE | | |
| Cooperstown, ND 58425 | | |
| 701-371-5119 | | |
| gerald.stokka@ndsu.edu | | |
| | | |
| Sue Mosser **Secretary** (2025) | | Marv Semrau **Treasurer** (2024) |
| 2782 E River Rd. | | 904 18th Ave. SW |
| Medora, ND 58645-9710 | | Minot, ND 58701 |
| 701-290-3271 | | 701-720-8066 |
| s_mosser@yahoo.com | | marv.semrau@hotmail.com |
| | | |
| Nelson Heart (2024) | Kathy Warberg (2026) | Dick Nelson (2026) |
| P.O. Box 1282 | 9 Loon Lake | 1020 24th Ave. SW |
| New Town, ND 58763-1282 | Bottineau, ND 58318-6116 | Valley City, ND 58072-4421 |
| 701-421-0752 | (701) 720-3234 | 701-490-1152 |
| nlheart@midco.net | kwarberg80@gmail.com | dicknelsonsales@bektel.com |
| | | |
| Eva Hepper (2026) | Ron Kramer (2025) | Ross Rolshoven (2024) |
| 3522 105th Ave. NW | P.O. Box 71 | P.O. Box 5112 |
| Keene, ND 58848-96141 | Leoti, KS 67865 | Grand Forks, ND 58206 |
| 701-898-9801 | 620-375-2865 | 701-739-1947 |
| hepperranch@gmail.com | kramerdakota@yahoo.com | email@greatplainsclaims.com |
| | | |
| Ivan Johnson (2026) | **Executive Director** | Steve Tomac (2025) |
| P.O. Box 575 | Rick Thompson | 2498 59th St. |
| Mandaree, ND 58757-0575 | 861 13th St. W | St. Anthony, ND 5856 |
| 701-770-2084 | Dickinson, ND 58601 | 701-220-7364 |
| lislee926@hotmail.com | 701-290-6839 | stevetomac@westriv.com |
| | execdir@northdakotacowboy.com | |
| **Executive Assistant** | **Donor Relations Since 2021** | **NDCHF Trustee Chair Since 2019** |
| Becky Scheef | Irene Johnson | Al Bjornson |
| 13285 Franks Creek Road | P.O. Box 326 | 1800 48th St. |
| Belfield, ND 58622 | Medora, ND 58645 | Mandan, ND 58554 |
| Desk # 701-623-2000 Ext. 2 | 218-849-4473 | 701-391-1883 |
| becky@northdakotacowboy.com | irene@northdakotacowboy.com | al.bjornson@k12.nd.us |
| | | |
| | **Historic Committee** | |
| | Ross Rolshoven | Tom Fredericks |

14a. What games are you applying to operate at the site applied for?

Raffle

14b. If you plan to operate blackjack, how many tables, maximum, are you applying for? N/A

15. What is the seating capacity of the site? 3000 in Arena

16. What is the total square footage of the building for which you are applying for this Site Authorization? 240,000 sq. ft. Arena

How many square feet will your gaming operation occupy? 80 sq. ft. 8x10 Booth

17. What is your cost per square foot for rental of your gaming site? $_____
What additional services beyond floor space does this rent cover and what is the monthly cost of each?

_____ $_____/mo.

_____ $_____/mo.

What services will your organization provide for the lessor as part of your rental agreement and what do you estimate the monthly value to be for each?

_____ $_____/mo.

_____ $_____/mo.

18. What is the total off street automobile parking capacity of this site? 1000

19. Are there any residences, schools, churches, hospitals, clinics, nursing homes, child care facilities, or similar facilities within 500 feet of this site? NO
If so, identify them:

_____ _____

_____ _____

20. For what days of the week and hours each day are you applying for authorization to operate gaming at this site?

During State Fair
July 19th – 27th, 2024

During Badlands Circuit Finals
Oct 11th – Oct 13th 2024
Drawing Oct 12th 2024

Note: This application must be accompanied by all items listed in Ward County's Site Authorization Regulations before it will be presented to the County Commissioners for consideration.

I, the undersigned and authorized representative of North Dakota Cowboy Hall of Fame certify the information presented on this application and all accompanying materials is true, accurate and correct and can and will be substantiated upon request of the Ward County Commissioners by records and documents pertaining to the operation of this organization and its gaming operation.

Signed: Rick Thompson
Name: Rick Thompson
Title: Executive Director
Daytime Phone Number: 701-290-6839
Date: 11-3-2023

STATE OF NORTH DAKOTA

} ss

COUNTY OF ~~WARD~~ Billings

On this 3 day of November, 2023, before me, personally appeared Rick Thompson known to me to be the person(s) who (is/are) described in, and who executed the within and foregoing instrument, and severally acknowledged that (he/she/they) executed the same.

SANDRA F BAERTSCH
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES FEB 28, 2024

Sandra F. Baertsch
Notary Public
Ward County, North Dakota
Billings

My Commission expires: _____

# RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (Rev 08-2019)

License Number (Office Use Only)

| Site Owner (Lessor) | Site Name | Site Phone Number |
|---|---|---|
| Ward County - ND State Fair Grounds | | |
| **Site Address** | **City** / **State** / **Zip Code** | **County** |
| 2005 Burdick Expy. E | Minot / ND / 58701 | Ward |
| **Organization (Lessee)** | **Rental Period** | **Monthly Rent Amount** |
| North Dakota Cowboy Hall of Fame, Inc | Start: July 19th 2024 — End: July 27th 2024 (Buckaroo Circuit finals); Start: October 11th 2024 — End: Oct 13th 2024 | |

| | | | |
|---|---|---|---|
| 1. Is Bingo going to be conducted at this site? | | [X] No [ ] Yes | |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes" enter the monthly rent amount to be paid Then answer questions 2 - 7 but do not enter any rent amounts | | [ ] No [ ] Yes | $ |
| Is Twenty-One conducted at this site? Number of Tables with wagers up to $5 | _____ X Rent per Table $_____ | [X] No [ ] Yes | $ |
| Number of Tables with wagers over $5 | _____ X Rent per Table $_____ | | $ |
| Is Paddlewheels conducted at this site? Number of Tables | _____ X Rent per Table $_____ | [X] No [ ] Yes | $ |
| Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? | | [X] No [ ] Yes | $ |
| Please check: [ ] Jar Bar [ ] Standard Dispensing Device | | | |
| [ ] Electronic Dispensing Device Number of Electronic Devices _____ | | | $ |
| Total Monthly Rent | | | $ |

If the only gaming activity to be conducted at this site is a raffle drawing, please check here [X]

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance

The LESSOR agrees that no game will be directly operated as part of the lessor's business

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a free board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

The LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

| Signature of Lessor | Title | Date |
|---|---|---|
| Gary Rudland | General Manager | 11-3-23 |
| **Signature of Lessee** | **Title** | **Date** |
| Rick Thompson | Executive Director | 11-3-23 |

(over)

# 2024 Events Save the Date

**Friday, January 19th**
**Winter Round-Up – 5pm**
Wickenburg Community Center
Wickenburg, AZ

**Friday, February 16th & Saturday, February 17th**
**North Dakota Cowboy Hall of Fame Annual Meeting**
Annual Meeting, Social, Dinner & Auction
Prairie Knights Casino, Fort Yates, ND

**Wednesday, March 6th thru Sunday, March 10th**
**ND Winter Show**
Valley City, ND

**Saturday, April 13th**
**A Night at the Races**
Eagles in Bismarck, ND

**Friday, May 3rd**
**Premiere Sponsor Dinner – 5pm**
Roughrider Hotel
Medora, ND

**Saturday, May 4th**
**North Dakota Cowboy Hall of Fame 2024 Season Premiere – 5pm**
North Dakota Cowboy Hall of Fame
Medora, ND

**Thursday June 13th**
**Induction Sponsor Dinner – 5pm**
Roughrider Hotel,
Medora, ND

**Friday, June 14th**
**Induction Dinner on the Patio – 5pm**
North Dakota Cowboy Hall of Fame
Medora, ND

**Saturday, June 15th**
**NDCHF Trustee Breakfast – 8 am**
NDCHF Patio

**Saturday, June 15th**
MRND Pageant – Noon
Tjaden Terrace, Medora, ND

**NDCHF Hall of Honorees Induction Ceremony – 1 pm**
Tjaden Terrace, Medora, ND

**Saturday, July 27th**
**National Day of the Cowboy Celebration**
Cowboy Music & Cowboy Poetry
North Dakota Cowboy Hall of Fame
Medora, ND

**Page 1 --** ***SEE REVERSE SIDE FOR MORE EVENTS***

# 2024 Events Save the Date

**Friday, July 19th thru Saturday, July 27th**
**North Dakota State Fair**
North Dakota State Fairgrounds
Minot, ND

**Friday, August 2nd**
**Home on the Range Calcutta - 5pm**
NDCHF Patio, Medora, ND

**Saturday August 3rd**
**Home on the Range**
Champions Saddle Bronc Match – 1pm
Sentinel, Butte, ND

**Thursday, September 5th**
**North Dakota Cowboy Hall of Fame Golf Scramble – 10:00am**
Bully Pulpit Golf Course
Medora, ND

**Friday, September 20th & Saturday, 21st**
**ND Rodeo Association Finals Rodeo**
Watford City, ND

**Friday, September 20th & Saturday, 21st**
**Y's Men PBR**
Minot, ND

**Friday, October 4th & Saturday October 5th**
**Brad Gjermundson Extreme Bronc Match – 7pm nightly**
4 Bears Casino, New Town, ND

**Friday, October 11th thru Sunday, October 13th**
Badlands Circuit Finals

**NDCHF Raffle -- Drawing Saturday, Oct. 12th**
Badlands Circuit Finals
Minot, ND

**Friday, October 25th**
**NDCHF "East Greets West" Benefit Dinner & Auction – 5pm**
Avalon
Fargo, ND

**Friday, December 6th thru Sunday, December 8th**
**Medora's Old Fashion Cowboy Christmas**
North Dakota Cowboy Hall of Fame
Medora, ND

# STATE GAMING LICENSE REAPPLICATION FORM

OFFICE OF ATTORNEY GENERAL
SFN 53838 (Rev. 10-2017)

| License Number: (Office Use) G - |
|---|
| License Year Ending: June 30, _____ |

| 1. Official, Legal Name of Organization: (Do Not Abbreviate) | | Business Telephone Number: | |
|---|---|---|---|
| North Dakota Cowboy Hall of Fame | | 701-623-2000 | |
| Business Address: (Street) | City: | State: | Zip Code: |
| 250 Main St. | Medora | ND | 58645 |
| Mailing Address: | City: | State: | Zip Code: |
| P.O. Box 137 | Medora | ND | 58645 |
| Address where gaming accounting records are kept: | City: | State: | Zip Code: |
| 250 Main St | Medora | ND | 58645 |
| E-mail Address: | Contact Person: | Official Position of Contact Person: | |
| becky@northdakotacowboy.com | Becky Scheef | Executive Assistant | |

| 2. Is organization recognized as tax exempt by the Internal Revenue Service? | 3. Provide organization's Federal Employer Identification Number (EIN): |
|---|---|
| ☐ YES ☐ NO | 45-0439518 |

| 4. Name and Title of Organization's Top Executive Official: (i.e., Cmdr., Pres., etc.) | Daytime Telephone Number: |
|---|---|
| Rick Thompson Executive Director | 701-290-6839 |
| 5. Name of Gaming Manager: | Daytime Telephone Number: |
| ~~Rick Thompson~~ Becky Scheef | 701-290-6839 |
| 6. Signature of Gaming Manager: | Date: |
| ~~Rick Thompson~~ Becky Scheef | ~~11-3-23~~ 11-9-23 |

7. List the Full Governing Board of the Organization - The full governing board is primarily responsible and may be held accountable for the proper determination and use of net proceeds. See attached Board of Directors list

| Name: | Telephone Number: | Name: | Telephone Number: |
|---|---|---|---|
| Name: | Telephone Number: | Name: | Telephone Number: |
| Name: | Telephone Number: | Name: | Telephone Number: |
| Name: | Telephone Number: | Name: | Telephone Number: |
| Name: | Telephone Number: | Name: | Telephone Number: |
| Name: | Telephone Number: | Name: | Telephone Number: |

8. Does the Organization Own or Rent the Premises at Which the Games of Chance will be Conducted?
☐ Own ☐ Rent

**AFFIDAVIT:**

| The Top Executive Official declares that the information is correct and authorizes the Attorney General to inspect the organization's bank and accounting records. | Signature of Top Executive Official: Rick Thompson | Date: 11-3-23 |
|---|---|---|

# NDCHF Board of Directors as of 11/2/2023

| | 11 Board Members/3 year terms | |
|---|---|---|
| Gerald Stokka **President** (2024) | | **Vice President** |
| 11551 2nd St. SE | | |
| Cooperstown, ND 58425 | | |
| 701-371-5119 | | |
| gerald.stokka@ndsu.edu | | |
| | | |
| Sue Mosser **Secretary** (2025) | | Marv Semrau **Treasurer** (2024) |
| 2782 E River Rd. | | 904 18th Ave. SW |
| Medora, ND 58645-9710 | | Minot, ND 58701 |
| 701-290-3271 | | 701-720-8066 |
| s_mosser@yahoo.com | | marv.semrau@hotmail.com |
| | | |
| Nelson Heart (2024) | Kathy Warberg (2026) | Dick Nelson (2026) |
| P.O. Box 1282 | 9 Loon Lake | 1020 24th Ave. SW |
| New Town, ND 58763-1282 | Bottineau, ND 58318-6116 | Valley City, ND 58072-4421 |
| 701-421-0752 | (701) 720-3234 | 701-490-1152 |
| nlheart@midco.net | kwarberg80@gmail.com | dicknelsonsales@bektel.com |
| | | |
| Eva Hepper (2026) | Ron Kramer (2025) | Ross Rolshoven (2024) |
| 3522 105th Ave. NW | P.O. Box 71 | P.O. Box 5112 |
| Keene, ND 58848-96141 | Leoti, KS 67865 | Grand Forks, ND 58206 |
| 701-898-9801 | 620-375-2865 | 701-739-1947 |
| hepperranch@gmail.com | kramerdakota@yahoo.com | email@greatplainsclaims.com |
| | | |
| Ivan Johnson (2026) | **Executive Director** | Steve Tomac (2025) |
| P.O. Box 575 | Rick Thompson | 2498 59th St. |
| Mandaree, ND 58757-0575 | 861 13th St. W | St. Anthony, ND 5856 |
| 701-770-2084 | Dickinson, ND 58601 | 701-220-7364 |
| lislee926@hotmail.com | 701-290-6839 | stevetomac@westriv.com |
| | execdir@northdakotacowboy.com | |
| **Executive Assistant** | **Donor Relations Since 2021** | **NDCHF Trustee Chair Since 2019** |
| Becky Scheef | Irene Johnson | Al Bjornson |
| 13285 Franks Creek Road | P.O. Box 326 | 1800 48th St. |
| Belfield, ND 58622 | Medora, ND 58645 | Mandan, ND 58554 |
| Desk # 701-623-2000 Ext. 2 | 218-849-4473 | 701-391-1883 |
| becky@northdakotacowboy.com | irene@northdakotacowboy.com | al.bjornson@k12.nd.us |
| | | |
| | **Historic Committee** | |
| | Ross Rolshoven | Tom Fredericks |