

Morton County Commission Meeting Agenda

December 12, 2019

Commission Room, Morton County Courthouse

210 2nd Ave NW, Mandan ND

5:30 PM

Call to order

Roll Call

Approval of Agenda

Approval of minutes for previous meetings

Approve monthly bills and payroll – Commissioner Strinden

1. William Schafer/MC Tax Director
 - Glen Ullin Assessment Contract
 - New Salem Assessment Contract

2. John Saiki/MC Engineer
 - LoadPass Update
 - Budget Review and Year End Equipment Purchase

3. Dawn Rhone/MC Auditor
 - Certification of Significant Community Support – New Salem Auditor
 - Centre, Inc 2020 Contract

*ISSUES MAY BE ADDED OR DELETED BY MEETING DAY.

MORTON COUNTY COMMISSION REGULAR MEETING
November 26, 2019

The Morton County Commission Regular Meeting was called to order on November 26, 2019 at 5:30 PM by Chairman Strinden at the Morton County Courthouse, 210 Second Avenue NW, Mandan, North Dakota. Others present were Commissioners Zachmeier, Leingang and Buckley, Auditor Rhone and States Attorney Kopyy. Absent was Commissioner Schulz.

Leingang moved and Buckley seconded to approve the agenda. All voting aye, motion carried.

Buckley moved and Leingang seconded to approve the minutes of the November 14, 2019 regular meeting. All voting aye, motion carried.

Buckley moved and Leingang seconded to approve bills and payroll. All voting aye, motion carried.

Buckley moved and Zachmeier seconded to approve the Asset Forfeiture Fund and Procedure Policy. All voting aye, motion carried.

Zachmeier moved and Leingang seconded to approve Disabled Veteran Credit abatement #5284. All voting aye, motion carried.

Zachmeier moved and Buckley seconded to approve Homestead Credit abatement #5285. All voting aye, motion carried.

Leingang moved and Zachmeier seconded to approve reassessment abatements #5286-5291. All voting aye, motion carried.

Chairman Strinden opened a public hearing on the vacation of a portion of section line right of way between NW ¼ Section 14 and SW ¼ Section 11 of Township 140N, Range 83W, at 5:45 PM.

Chairman Strinden closed the public hearing at 5:46 PM.

Zachmeier moved and Buckley seconded to vacate the portion of section line right of way between NW ¼ Section 14 and SW ¼ Section 11 of Township 140N, Range 83W. All voting aye, motion carried.

Chairman Strinden opened a public hearing on the vacation of a portion of 2nd Ave right of way and a portion of the alley in Block 5, Michael's Addition to Judson, at 5:48 PM.

Chairman Strinden closed the public hearing at 5:49 PM.

Buckley moved and Zachmeier seconded to vacate a portion of 2nd Ave right of way and a portion of the alley in Block 5, Michael's Addition to Judson. All voting aye, motion carried.

Zachmeier moved and Buckley seconded to approve a short-form subdivision known as Morman Subdivision and a zoning map amendment from Agricultural(A) to Residential(R) on approx. 3.26 acres in NE ¼ Section 33, Township 140N, Range 88W. All voting aye, motion carried.

Buckley moved and Leingang seconded to approve a short-form subdivision known as Bahm Family Farm Subdivision and a zoning map amendment from Agricultural(A) to Residential(R) on approx. 1.91 acres in SE ¼ Section 30, Township 140N, Range 82W. All voting aye, motion carried.

Zachmeier moved and Leingang seconded to approve a short-form subdivision known as Missouri West Water at High Chaparral, a zoning map amendment from Agricultural(A) to Estate(E) and a variance for non-conforming lot on approx. 2.98 acres in S ½ Section 17, Township 138N, Range 81W. All voting aye, motion carried.

Zachmeier moved and Buckley seconded to deny the variance request to reduce the amount of right-of-way associated with the Joel Wolf Subdivision plat from 17 feet to 7 feet as the hardships cited by the applicants do not rise to the level of an extraordinary hardship, do not deprive the landowners of a reasonable use of the property, and do not otherwise fulfill the approval criteria established in Section 10-060(a) of the Morton County Land Use Code. Voting aye: Zachmeier, Buckley, Leingang; voting nay: Strinden. Motion carried.

Zachmeier moved and Buckley seconded to approve the short-form subdivision known as Joel Wolf Subdivision, a zoning map amendment from Agricultural(A) to Residential(R) and a variance for reduction of required right-of-way dedication on approx.. 36.41 acres in S ½ of Section 21, Township 139N, Range 83W. All voting aye, motion carried.

The total of all county funds expended from November 15, 2019 through November 26, 2019 equals \$1,166,720.08.

A detailed list of funds expended by check is available for public inspection anytime during regular business hours at the Morton County Auditor's Office.

Leingang moved and Zachmeier seconded to adjourn at 6:28 PM. All voting aye, motion carried.

Bruce Strinden, Chairman, Morton County Commission _____

Dawn R Rhone, County Auditor _____



Morton County Commission
Morton County Courthouse
210 2nd Ave NW
Mandan, ND 58554
(701) 667.3414

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MEETING DATE: DECEMBER 12, 2019
PREPARATION DATE: NOV 29, 2019
SUBMITTING DEPARTMENT: TAX EQUALIZATION OFFICE
DEPARTMENT DIRECTOR: WILLIAM SCHAFFER
PRESENTER: WILLIAM SCHAFFER
SUBJECT: MORTON COUNTY CONTRACT(S) WITH CITY OF GLEN ULLIN FOR ASSESSMENT SERVICES FOR 2019 AND 2020 AND FOR CITY OF NEW SALEM FOR ASSESSMENT SERVICES FOR 2020

STATEMENT/PURPOSE: Seek Commission approval/signature on contracts with City of Glen Ullin for assessment services for 2019 and 2020 tax years and with City of New Salem for assessment services for 2020.

BACKGROUND/ALTERNATIVES: Cities of Glen Ullin and New Salem have contracted with other than the County for these services in recent past. Both cities have now chosen to contract with Morton County.

ATTACHMENTS: (3) – City Assessing Contracts (2 for Glen Ullin and 1 for New Salem).

FISCAL IMPACT: Morton County will receive \$3,000 per year/city for assessment services rendered.

STAFF IMPACT: Minimal as Tax Equalization Office staff regularly monitors building activity and conducts inspections and appraisals and completes reports accordingly.

LEGAL REVIEW: None

RECOMMENDATION: Agree to enter into contract for each year (2019 and 2020) with City of Glen Ullin and for 2020 with City of New Salem; sign contracts accordingly.

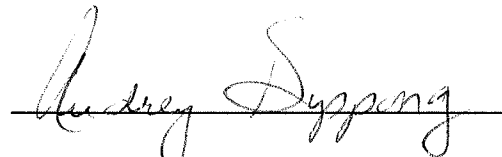
SUGGESTED MOTION(S): 1) Move to authorize Morton County Auditor to contract with City of Glen Ullin to provide property assessment services for the 2019 and 2020 tax years; and
2) Move to authorize Morton County Auditor to contract with City of New Salem to provide assessment services for the 2020 tax year.

CITY ASSESSING CONTRACT-2019

City of Glen Ullin, Morton County, North Dakota and Morton County, North Dakota, do hereby enter into this agreement pursuant to the provisions of North Dakota Century Code Section 40-19-01 for which said county shall provide for the performance of the duties of city assessor in said city for the 2019 assessment year and for each year thereafter, unless the electors of said city shall change the method of providing for the assessment of property. For this service, the City of Glen Ullin shall tender to Morton County the annual consideration of \$3,000. Such considerations shall be tendered to the Morton County auditor on or before June 1, 2020.

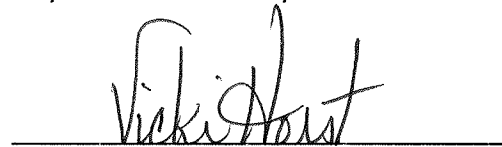
This contract shall run continuously until such time that either party would want to terminate or change the terms of this agreement pursuant to the provisions of North Dakota Century Code Section 40-19-01. If either party elects to terminate this agreement, such party shall serve notice of termination upon the other party, in writing, at least thirty days prior to the annual assessment date.

Dated this 18th day of November, 2019, at Glen Ullin, North Dakota.



City of Glen Ullin Mayor

Chairman, Morton County



City Auditor

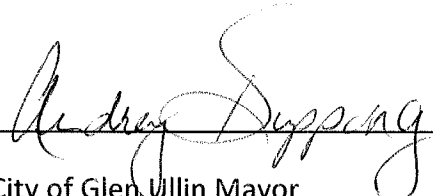
County Auditor

CITY ASSESSING CONTRACT-2020

City of Glen Ullin, Morton County, North Dakota and Morton County, North Dakota, do hereby enter into this agreement pursuant to the provisions of North Dakota Century Code Section 40-19-01 for which said county shall provide for the performance of the duties of city assessor in said city for the 2020 assessment year and for each year thereafter, unless the electors of said city shall change the method of providing for the assessment of property. For this service, the City of Glen Ullin shall tender to Morton County the annual consideration of \$3,000. Such considerations shall be tendered to the Morton County auditor on or before June 1, 2021.


This contract shall run continuously until such time that either party would want to terminate or change the terms of this agreement pursuant to the provisions of North Dakota Century Code Section 40-19-01. If either party elects to terminate this agreement, such party shall serve notice of termination upon the other party, in writing, at least thirty days prior to the annual assessment date.

Dated this 18th day of November, 2019, at Glen Ullin, North Dakota.



City of Glen Ullin Mayor

Chairman, Morton County



City Auditor

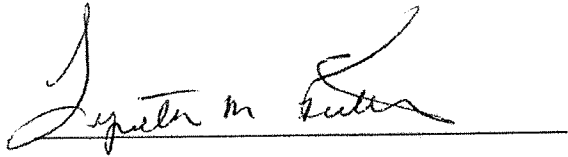
County Auditor

CITY ASSESSING CONTRACT

City of New Salem, Morton County, North Dakota and **Morton County**, North Dakota, do hereby enter into this agreement pursuant to the provisions of North Dakota Century Code Section 40-19-01 for which said county shall provide for the performance of the duties of city assessor in said city for the **2020** assessment year and for each thereafter, unless the electors of said city shall change the method of providing for the assessment of property. For this service, the City of New Salem shall tender to Morton County the annual consideration of \$3,000. Such considerations shall be tendered to the Morton County Auditor on or before June first of the year for which the assessment is made.

This contract shall run continuously until such time that either party would want to terminate or change the terms of this agreement pursuant to the provisions of North Dakota Century Code Section 40-19-01. If either party elects to terminate this agreement, such party shall serve notice of termination upon the other party, in writing, at least thirty days prior to the annual assessment date.

Dated this 12 day of November, 2019, at New Salem,
North Dakota.



City of New Salem Mayor

Chairman, Morton County



City Auditor

County Auditor



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210 2nd Ave NW
Mandan, ND 58554
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MEETING DATE: December 12, 2019
PREPARATION DATE: December 9, 2019
SUBMITTING DEPARTMENT: Highway Department
DEPARTMENT DIRECTOR: John Saiki
PRESENTER: John Saiki
SUBJECT: LoadPass Update

STATEMENT/PURPOSE: Provide update regarding results of subscribing to the LoadPass System

BACKGROUND/ALTERNATIVES: Manual System

ATTACHMENTS: None

FISCAL IMPACT: \$ 1500 initial startup cost. \$ 500 subscription per year. Understand that this is an unusual year with the Wind Farm construction. Disbursements for period from January 1, 2019 through December 9, 2019 were \$ 188,798.33.

STAFF IMPACT: Minimal

LEGAL REVIEW: None

RECOMMENDATION None

SUGGESTED MOTION: None



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MEETING DATE: December 12, 2019
PREPARATION DATE: December 9, 2019
SUBMITTING DEPARTMENT: Highway Department
DEPARTMENT DIRECTOR: John Saiki
PRESENTER: John Saiki
SUBJECT: Budget Review and Year End
Equipment Purchases

STATEMENT/PURPOSE: Due to money remaining in the Highway Department Budget for 2019, we would like to invest some of the remaining money in some needed equipment.

BACKGROUND/ALTERNATIVES: A majority of the available funds are due to the gravel crushing being disappointing this year. The quantity available in the pit was not as large as originally thought; the amount of reject was a great deal more than originally hoped. This all resulted in a smaller quantity of gravel and less paid to the contractor. The Morton County Road Commission met and agreed with the recommendations made by the Highway Department staff for equipment that would benefit the department.

ATTACHMENTS: None

FISCAL IMPACT: \$ 96,337.88 for the purchase of a 72" Drum Mulcher for the Skid Steer Loader, Construction Forks for the Front End Loader, Lawn Mower for New Salem Shop, a Snow Pusher for the Skid Steer and a Snow Pusher for Front End Loader. Pick up truck replace vehicle disposed of earlier in the year. If the purchases are authorized today, all equipment can be delivered prior to the end of the year.

STAFF IMPACT: Minimal

LEGAL REVIEW: None

RECOMMENDATION Recommend motion to authorize the Highway Department to make end of year equipment purchases.

SUGGESTED MOTION: Move to authorize the Highway Department to make end of year equipment purchases.

CERTIFICATION OF SIGNIFICANT COMMUNITY SUPPORT

This certification is to provide Evidence of Significant Community Support for Essential Community Facility Projects. Section 3811 of the CONACT (7 U.S.C.2009h) requires evidence of significant community support in the form of a certification of support for each project or facility from any affected local governmental body. This is required for Community Facility guaranteed loans, direct loans and grants.

With the exceptions of essential community facilities owned by a local public body or a federally recognized Indian tribe serving local residents or tribal members, a certificate of support must be obtained from each affected local government within the service area of the facility. The term "local government" also includes tribal governments when tribal lands are within the service area. The certificate of support must be signed by an authorized official of the local government. To meet the certification requirement, the following information is being provided for the certification of support:

PUBLIC ENTITY NAME PROVIDING SUPPORT:

APPLICANT NAME:

PURPOSE AND DESCRIPTION OF PROJECT:

LOCATION OF PROJECT:

The above-named public entity certifies the project/facility will provide needed services and will have no adverse impact on other community facilities providing similar services. In addition, the proposed project is not inconsistent with development plans in the county, city or jurisdictional area where the project is located.

The Certification of Significant Community Support is signed by official(s) authorized to sign.

Public Entity Name

(SEAL)

ATTEST: _____
(Official's Signature)

By: _____
(Official's Signature)

Title: _____

Title: _____

Date: _____

This Agreement is made by and between Centre, Inc., (hereafter called "Centre"), and Morton County a political subdivisions of the state of North Dakota (hereafter called the "County").

Recitals

WHEREAS, North Dakota Century ch. 54-04.3 provides the general authority for Joint Powers Agreements and North Dakota Century Code Section 54-40.3-01 (2) authorizes Joint Powers Agreements between a county and an agency or institution of the state for the undertaking of any power or function which either entity is permitted by law to undertake; and

WHEREAS, Centre, has the authority as a community corrections agency to supervise, manage and enforce terms and conditions of probation of adult offenders as set by the court or pursuant to a conditional release from physical custody of a correctional facility or the Department of Corrections and Rehabilitation, pursuant to N.D.C.C. 12. 1-32-07; and

WHEREAS, there is a need for a community service, misdemeanor probation, and restitution program for the above county and the County recognized the positive impact of a successful community service and restitution program; and

WHEREAS, there is a need for additional supervision and management of offenders ordered to perform community service or pay restitution, or both; and

WHEREAS, Financial assistance through a cooperative effort between Centre and the County is necessary to fund a community service and restitution program; and

WHEREAS, The County is able to assist Centre in the supervision and management of low-risk offenders and the supervision and management of offenders ordered to perform community service or pay restitution, or both.

Now, Therefore, Centre and the County agree as follows:

1. This agreement is made pursuant to the provision of N.D.C.C. ch. 54-40.3 and shall be subject to and construed consistent with the legislative intent and purposes of that chapter.
2. This agreement shall be for the period effective January 1, 2020, and shall expire December 31, 2020. The agreement will be renewed for an additional one year period unless either Centre or Morton County provides written notice to the other that they do not intend to renew the agreement by November 1, 2020. This agreement may be terminated upon thirty days notice by Centre or Morton County.
3. The County shall provide financial assistance for a community service and restitution program as follows: (1) The County of Morton shall make a payment

of \$500.00 per month, payable to Centre on a three-month quarterly basis, with the first quarterly payment due January 1, 2020. This contract between Centre and the County includes provisions whereby Centre will maintain reasonable commercial general liability insurance and will indemnify and hold the counties harmless on any claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from the conduct of Centre.

4. Centre shall ensure that all funds paid under this Joint Powers Agreement are used only for the administration and supervision of the community service and restitution program. Allowable expenditures for the administration and supervision of the program include the following:
 - a. Office space, utilities, office supplies, including copying and postage, office equipment, including telephones;
 - b. Salaries, wages, benefits, training of employees employed for the supervision, administration, and management of low-risk offenders and a community service and restitution program;
 - c. Day to day supervision of persons who may work with or volunteer to assist in low-risk supervision and the community service and restitution program;
 - d. Insurance and liability coverage.
5. The Counties obligation under this agreement shall be limited to the payments described in section 3 of this agreement and the County shall not have any obligation for the provision of administrative services, personnel, supplies, equipment or property. The Counties liability shall be limited to its contractual liability for the payments described in section 3 of this agreement and the County may not be held liable for any matters other than its obligation of performance under this agreement.
6. This agreement shall not preclude Centre, the County, or any organization or entity providing community service administrative and supervision services from accepting any gifts, grants, federal or state aid, or funds from any other public or private source, for furthering the purposes of this agreement.
7. This agreement shall not preclude the Department's Division of Field Service, or any of its parole and probation officers, from the performance of their duties in the County.
8. This agreement may be executed in counterparts. This agreement is effective after the signatures of the authorized official of Centre and the County has been obtained.

IN WITNESS WHEREOF, the Parties hereto have caused the agreement to be duly executed as dated and signed below.

Centre, Inc.

Date

Executive Director
Centre, Inc.
North Dakota

ATTEST:

Notary Public

Cass County, North Dakota
My Commission Expires:

Morton County

Date

Chairman, Morton County
Board of Commissioners

ATTEST:

Date

Auditor
Morton County