

## Morton County Commission Meeting Agenda

**February 11, 2016**

**Commission Room, Morton County Courthouse**

**210 2<sup>nd</sup> Ave NW, Mandan ND**

**5:30 PM**

Call to order

Roll Call

Approval of Agenda

Approval of minutes of previous meetings

Approve monthly bills and payroll – Commissioner Zachmeier

1. Al Fitterer – Award bid for States Attorney remodel
2. Linda Morris/Tax Director
  - Abatements for the boards consideration
3. Kyle Kirchmeier/Sheriffs Dept
  - Court Facility Improvement Grant
  - Service Agreement with Hebron
4. Dawn Rhone/County Auditor
  - HUD contract renewal for apartment building

\*ISSUES MAY BE ADDED OR DELETED BY MEETING DAY.

Please note: These are unofficial minutes and are subject to change. They will be approved and become official at the next regularly scheduled meeting.

MORTON COUNTY COMMISSION REGULAR MEETING  
January 26, 2016

The Morton County Commission Regular Meeting was called to order on January 26, 2016 at 5:30 PM by Chairman Schulz at the Morton County Courthouse, 210 Second Avenue NW, Mandan, North Dakota. Others present were Commissioners Zachmeier, Boehm, Leingang and Strinden, Auditor Rhone, States Attorney Kopyy and Assistant States Attorney Grosinger.

Strinden moved and Boehm seconded to approve the agenda. All voting aye, motion carried.

Boehm moved and Leingang seconded to approve the minutes of the January 14, 2015 meeting. All voting aye, motion carried.

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

Tom Steinolfson from BEK Communications presented information and an update on the grant that BEK received to provide broadband internet service to a portion of rural northeast Morton County.

Strinden moved and Boehm seconded to approve Homestead Credit Abatements 4819-4822. All voting aye, motion carried.

Boehm moved and Leingang seconded to approve Abatements 4825-4827. All voting aye, motion carried.

Boehm moved and Strinden seconded to approve the amendment to the DOT Occupant Protection Grant to correct dates. All voting aye, motion carried.

Boehm moved and Strinden seconded to approve the jail contract with the City of Bismarck at a rate of \$65 per day. All voting aye, motion carried.

Harley Engelman from KAT Productions presented information regarding the "We Support the Badge" project for recruitment of peace officers for Burleigh/Morton/Mandan/Bismarck law enforcement agencies. KAT Productions is creating a recruiting video and program to attract and keep law enforcement in the Bismarck-Mandan area. He also stated that funding for the recruitment project will be raised privately.

Leingang moved and Boehm seconded to support the "We Support the Badge" project. All voting aye, motion carried.

Leingang moved and Boehm seconded to approve the Gravel Pit Lease with Kathleen Fleck located in the S ½ of Section 36, Township 135, Range 83, for a period of 2 years at a rate of \$2.00 per yard. All voting aye, motion carried.

Boehm moved and Leingang seconded to approve the 2016 Federal Aid Program Project list as presented. All voting aye, motion carried.

Leingang moved and Strinden seconded to authorize the County Engineer to advertise for bids for 2016 gravel crushing & stockpiling. All voting aye, motion carried.

Boehm moved and Leingang seconded to authorize the County Engineer to advertise for bids for 2016 supply of concrete and metal culverts. All voting aye, motion carried.

Discussion took place on implementing an equipment/vehicle procurement policy.

The total of all county funds expended from January 15, 2015 through January 26, 2016, equals \$832,905.85. 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.

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

Bruce Strinden, Chairman, Morton County Commission \_\_\_\_\_

Dawn R Rhone, County Auditor \_\_\_\_\_

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**GENERAL CONTRACTORS  
Addenda G1, G2, M1, E1**

**BASE BID**

Alt#G1	Alt#G2	Alt#E1	TOTAL
Carpet in Rooms	Carpet in Rooms	Replace	
211, 212, 213	203 thru 207	Lighting	

<b>Professional Contractors, Inc. Bismarck, ND</b>			<b>\$74,900</b>	\$4,500	\$5,300	\$24,000	\$108,700
Capital City Construction, Inc. Bismarck, ND			\$77,900	\$5,100	\$6,900	\$22,100	\$112,000
Associated Builders, Inc. Bismarck, ND			\$84,300	\$4,600	\$6,400	\$21,400	\$116,700
Dakota West Contracting, Inc. Bismarck, ND			\$89,850	\$5,250	\$7,100	\$24,600	\$126,800

**\*\*\* APPARENT LOW BASE BIDDERS \*\*\***

	<u>Base Bid</u>	<u>Alt's Accepted</u>	<u>Total</u>
Contractor - Professional Contractors, Inc.	\$74,900	?	?

The Morton County Commission meets on Thursday, Feb. 11, 2016.

DATE: 2/5/16

TO: MORTON COUNTY COMMISSIONERS  
 FROM: LINDA MORRIS, MORTON COUNTY TAX DIRECTOR  
 RE: FEBRUARY 11 , 2016 ABATEMENTS

TAX YEAR	ABATEMENT NUMBER	TYPE OF ABATEMENT	PARCEL NUMBER	ORIGINAL VALUE	OWNER	NEW VALUE	PROPERTY ADDRESS	ABATED VALUE	REASON FOR ABATEMENT	ABATEMENT APPROVED BY CITY
2015	4810	REASSESSMENT	66-0162 66-0163 66-0164	\$222,200	CLINTON W FELAND	\$164,440	310, 312, 314 MAIN AVE NS	\$ 57,800.00	REASSESSMENT	2/8/2016
2015	4823	REASSESSMENT	640184000	\$104,100	JANE BRANDT	\$57,400	221 BUFFALO ST S HB	\$ 46,700.00	REASSESSMENT	12/8/2015
2015	4824	REASSESSMENT	630943007	\$34,100	RAYMOND A SCHNEIDER	\$25,800	GLEN ULLIN PROPER	\$ 8,300.00	REASSESSMENT	2/8/2016
2015	4828	REASSESSMENT	SEE ABATEMENT	\$43,200	DELORES M MAIER	\$4,800	OTT'S ADDITION	\$ 38,400.00	REASSESSMENT	2/8/2016
2015	4829	HMSTD CRDT	64064700	\$13,100	TIMOTHY M WANNER	\$13,100	412 BISMARCK ST N HB	\$ -	HMSTD CRDT	
2014	4830	HMSTD CRDT	650082000	\$167,300	BARBARA KNUDSON	\$167,300	1110 6TH ST NW MD	\$ -	HMSTD CRDT	
2015	4831	HMSTD CRDT	620009000	\$28,700	DAVID & VICKI SEGO	\$28,700	4222 COLLEGE ST FL	\$ -	HMSTD CRDT	
2015	4832	HMSTD CRDT	410452000	\$135,600	LARRY & BETTY NAASZ	\$135,600	2129 COULEE DR N MD	\$ -	HMSTD CRDT	
2014	4833	HMSTD CRDT	6506514000	\$276,200	DOLORES SCHMITT	\$276,200	701 JOHNS DR MD	\$ -	HMSTD CRDT	
2015	4834	HMSTD CRDT	650218101	\$139,900	DIANE DOLL	\$139,900	131 3RD AVE SE #209 MD	\$ -	HMSTD CRDT	
2016	4835	HMSTD CRDT mh	656000214	\$30,106	WAYNE SCHAFFER	\$30,106	507 W PRAIRIE LN MD	\$ -	HMSTD CRDT	
2015	4836	HMSTD CRDT	640778000	\$102,700	CONNIE SCOTT	\$102,700	301 WEST ST HB	\$ -	HMSTD CRDT	
2015	4837	REASSESSMENT	655735000	\$65,000	MICHAEL & GWENDOLYN BRADY	\$200	130 6TH AVE SE MD	\$ 64,800.00	REASSESSMENT	2/2/2016
2015	4838	REASSESSMENT	300205050	\$11,900	PEGGY HERTZ	\$400	22-138-81 LOT E OF NE 1/4	\$ 11,500.00	REASSESSMENT	
2015	4839	REASSESSMENT	640117000	\$27,900	SHELLI ROEDER	\$19,200	716 WASHINGTON AVE HB	\$ 8,700.00	FIRE/SEPT 2015	
2015	4840	REASSESSMENT	610068000	\$112,100	JEB OLSON	\$79,400	200 BURT AVE AL	\$ 32,700.00	REASSESSMENT	2/8/2016

## *Court Facilities Improvement Advisory Committee*

600 East Boulevard Avenue  
Bismarck, ND 58505-0530  
Phone: (701)-328-2689  
Fax: (707)-328-2092

Sally Holewa, Chair

February 4, 2016

Cody Schulz, Chairman  
Morton County Commission  
1210 2<sup>nd</sup> St. NE  
Mandan, ND 58554-3719

Re: Court Facilities Improvement Grant Award - Notification - Condition

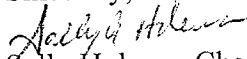
Dear Commissioner Schulz:

The Court Facilities Improvement Advisory Committee recently reviewed the application for a court facilities improvement grant submitted by Morton County. This letter is to inform you that the Committee approved a grant to the county in the amount of \$94,269.00, which reflects a 25% contribution by the county. The grant award is for a portion of the project presented in the county's application and briefly described as remodeling the front entrance to the courthouse to accommodate security equipment. In the county's application, the project has an identified cost of \$125,692.00. The grant award is 75% of that amount.

The lesser grant award reflects two considerations by the Advisory Committee. The documentation submitted with the application was insufficient to support the substantial amount of the entire grant request (\$972,350.25). Additionally, the amount of grant funds available to the Committee was severely limited, which precluded consideration of a larger grant award.

As the grant award is substantially less than requested in the county's application, the Advisory Committee requests confirmation within 45 days that the grant award is accepted. Please respond to the Committee's letterhead address. Upon receipt of confirmation that the grant is accepted, a reimbursement form for project expenses will be sent.

Sincerely,

  
Sally Holewa, Chair

Court Facilities Improvement Advisory Committee

rb

cc: County Auditor

## AGREEMENT – POLICE SERVICE CONTRACT

THIS AGREEMENT, made and entered into this 1st day of January, 2016, by an between the COUNTY OF MORTON, hereafter referred to as the COUNTY, and the CITY OF HEBRON, North Dakota, hereafter referred to as the CITY.

### RECITALS

WHEREAS, the CITY desires to contract with the COUNTY for performance of certain described law enforcement functions within its boundaries and surrounding rural area by the COUNTY through its Sheriff; and

WHEREAS, the COUNTY agrees to render those services on the terms and conditions set forth below; and  
WHEREAS, this type of contract is authorized and not forbidden by North Dakota State Law.

1. The COUNTY agrees, through the Sheriff of Morton County, to provide police protection within the corporate limits of the CITY and surrounding rural areas as defined and mutually agreed upon between the Sheriff and the CITY.

Services provided shall as nearly as possible consist of 365 eight hour days. Eighty percent of the time shall be devoted to work within the corporate city limits and twenty percent of the time shall be devoted to work for the COUNTY outside the corporate city limits. Work proved transporting CITY prisoners to and from jail shall be considered as CITY time, and time spent traveling to and from and attending necessary Sheriff's meetings shall be considered to have been devoted eighty percent to CITY time and twenty percent to COUNTY time.

Except as otherwise provided, these police protection services shall only consist of duties and functions of the type customarily rendered by the Sheriff of the County of Morton under the Charter of Morton County, statutes of this State, and the North Dakota Constitution. The CITY does hereby empower the Sheriff's Department to exercise all the police powers and duties of a City Police Officer while enforcing local ordinances, discipline of officers, and other matters related to the performance of police service and the control of those officers shall remain with the COUNTY. In the event of dispute between the parties as to the extent of the duties and functions performed, or the minimum level or manner of performance of those duties, any decision made by the Sheriff of the COUNTY shall be final and conclusive as to that dispute.

Police protection services shall include the enforcement of the State Statutes and any municipal police ordinances of the CITY and are of the same type or nature as ordinances of the COUNTY enforced by the Sheriff within unincorporated territory of Morton County. All services provided shall remain within what is in the legal power of the Sheriff to provide.

2. All persons employed in the performance of police protection services and functions pursuant to this agreement for the CITY shall be COUNTY employees, and no CITY employee as such shall be taken over by the COUNTY and no person employed by this Agreement shall receive any CITY pension or CITY civil service.

3. For the purpose of performing police protection services and functions under this Agreement and only for the purpose of giving official status to that performance, every COUNTY officer and employee engaged in performing any police protection service or function shall be considered to be an officer or employee of the COUNTY while performing service for the CITY, so long as that service is within the scope of this Agreement and is a municipal function.

4. The COUNTY will provide a suitable vehicle equipped with all necessary police equipment including but not limited to light bar, communications equipment and siren. The COUNTY will provide maintenance for the vehicle including tires, gas, oil, necessary filters, tune-ups, shock absorbers and parts.

5. The COUNTY will provide necessary liability insurance for the vehicle and employee. The COUNTY will provide necessary comprehensive, collision and inland marine insurance for the vehicle or will self-insure the vehicle for that coverage. In the event the vehicle is totally destroyed, or damaged beyond the cost of reasonable repair, the COUNTY will provide another suitably equipped vehicle for use.

6. This agreement contemplates that the Sheriff will assign a deputy to patrol the CITY. During the period of time that the assigned deputy sheriff is attending law enforcement training as required by Chapter 12-63 of the North Dakota Century Code, pertaining to Peace Officer Standards, Training and Licensing. The COUNTY at its own expense, shall provide a suitable replacement for purposes of performing the above listed duties within the CITY. While the assigned deputy is on annual vacation, or on sick leave in excess of one week, the

COUNTY shall also provide a suitable replacement at its own expense to provide the above listed services within the CITY. The COUNTY will provide a deputy during the normal two days off per week.

7. In consideration of the services to be performed by the COUNTY, the CITY agrees to pay the COUNTY the sum of \$40,320.00 for 12 months in monthly installments of \$3,360 per month. Those payments shall be deposited in the Morton County General Fund.

8. This contract shall run for the term of twelve months, from the 1st day of January, 2016.

9. On or before the 1<sup>st</sup> Monday of each month, the COUNTY will provide the CITY with a minimum of one written or computer generated report of all incidences involving the police within city limits of HEBRON during the past 30 days.

10. The CITY shall provide for telephone calls that concern CITY business. No private or personal calls will be made by the deputy.

If the CITY desires to renew this Agreement, the CITY council shall notify the Board of Morton County Commissioners of their desire for renewal no later than two months before this Agreement expires.

In executing this Agreement, the chairman or mayor of each respective body hereby signs this Agreement after a resolution to execute the Agreement has likewise been adopted by each body. This Agreement also is attested to by the Auditor of each respective body and the seal of Morton County is likewise affixed. All this on the date written above.

City of HEBRON

  
SHERIFF

  
MAYOR

ATTEST:

\_\_\_\_\_  
CHAIRMAN, CO. COMMISSION

  
CITY AUDITOR

\_\_\_\_\_  
MORTON COUNTY AUDITOR

APPROVED AS TO FORM:

\_\_\_\_\_  
MORTON CO. STATES ATTORNEY



## ATTACHMENT A

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**Office of Public and Indian Housing**

**SECTION 8**  
**HOUSING ASSISTANCE PAYMENTS**  
**MODERATE REHABILITATION PROGRAM**

**RENEWAL OF HAP CONTRACT**

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**1. BACKGROUND**

Previously, the PHA entered into a HAP contract with the owner under the Section 8 Moderate Rehabilitation Program. The HAP contract provided for Section 8 housing assistance payments by the PHA to the owner. The HAP contract identified covered contract units and specified the term of the HAP contract for such units.

The term of the HAP contract expires during federal fiscal year 2016. Under Section 524 of the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) (Public Law 105-65, October 27, 1997, 111 Stat. 1344 et. seq.) as amended, HUD is authorized to renew expiring Section 8 contracts. This renewal contract is entered in accordance with Section 524(b)(3) of MAHRA as amended.

The one-year term of the renewal contract commences on the day after the HAP contract expires. The commencement date is specified in the "contract information" attached as an exhibit to this renewal contract.

**2. DEFINITIONS**

Commencement date. The beginning of the one-year renewal term. (The commencement date is specified in the contract information exhibit.)

Contract information. An exhibit attached to and made a part of this renewal contract. The exhibit specifies the amount of budget authority, commencement date of the renewal term, number of units, number of bedrooms and contract rent.

Contract units. The units covered by this renewal contract.

Federal fiscal year 2016. The period from October 1, 2015 through September 30, 2016.

HAP contract. Section 8 Housing Assistance Payments Contract.

HUD. The U.S. Department of Housing and Urban Development.

One year. 365 days.

PHA. Public Housing Agency

Public Housing Agency (PHA). The agency that has entered this renewal contract with the owner.  
Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. **TERM OF RENEWAL**

The expiring HAP contract is renewed for a period of one year (365 days) beginning on the commencement date.

4. **CONTRACT RENT**

During the renewal term, the monthly contract rents for the contract units described in the exhibit of contract information shall be the amounts specified in the exhibit. The owner shall not receive any other payment or compensation for rental of the units.

Notwithstanding the amounts of the contract rents specified in the exhibit of contract information, contract rents shall in no event exceed the rent levels permitted by Section 524(b)(3) of MAHRA as amended. Such rent levels shall be calculated in accordance with HUD instructions.

During the renewal term, the following provisions of the expiring HAP contract do not apply:

- a. Provisions concerning annual and special adjustments of contract rent.
- b. Provisions concerning base rent.

If the renewal term commences on a date other than the first day of a calendar month, or ends on a date other than the last day of a calendar month, contract rent shall be pro-rated.

5. **RENEWAL OF OTHER TERMS**

Except as provided in section 4 of this renewal contract, all terms of the expiring HAP contract are renewed.

6. **MAXIMUM PAYMENT**

Notwithstanding any other provision of the expiring HAP contract or this renewal contract, aggregate payments by the PHA to the owner under this renewal contract shall in no event exceed the amount of budget authority specified in the exhibit of contract information.

(For a HAP contract renewed in stages, aggregate payments for all stages under this renewal contract, shall in no event exceed such amount.)

7. **OWNER RESPONSIBILITY**

Housing quality standards. The owner warrants that the contract units comply with HUD's Housing Quality Standards, and will so comply at all times during the term of this renewal contract.

Conditions for housing assistance payments. Unless the owner complies with the HAP contract and this renewal contract, the owner does not have a right to receive housing assistance payments.

8. **EXCLUSION OF THIRD PARTY RIGHTS**

The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract or renewal contract, or as a result of any other action or failure to act by the owner.

The owner is not the agent of the PHA, and the HAP contract or renewal contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner.

Nothing in the HAP contract or renewal contract shall be construed as creating any right of an assisted family or other third party (other than HUD) to enforce any provision of the HAP contract or renewal contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract or renewal contract.

9. **NOTICE**

In accordance with Section 8(c)(8)(A) and (B) of the United States Housing Act of 1937, as amended, the owner shall provide, at a minimum, a one year written notice to the PHA and the assisted family to inform the family of the impending HAP contract termination. The term "termination" means the expiration of the HAP contract or an owner's refusal to renew the contract. The notice shall comply with HUD requirements, and other requirements, including any amendments and changes in the law or HUD requirements. If the owner fails to provide this notice in accordance with HUD requirements, HUD may require that the owner permit each assisted family to remain in the unit for the full notice period without increasing the family portion of the rent under the expiring contract.

Signatures:

**PUBLIC HOUSING AGENCY**

**OWNER**

North Dakota Housing Finance Agency  
 Print Name of PHA

Morton County – Dawn Rhone  
 Print Name of Owner

By:  
 \_\_\_\_\_  
 Signature

By:  
 \_\_\_\_\_  
 Signature

Wayne Glaser  
 Print Name of Signatory

\_\_\_\_\_  
 Print Name Signatory

Director, Property Management  
 Print Title of Signatory

\_\_\_\_\_  
 Print Title of Signatory

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**CONTRACT INFORMATION**

Contract Number: ND06-K901-009-01

Project name: Berube Apartments

Address: 201 1st Ave NW

City and State: Mandan, ND

Budget authority amount: \$196,704

Commencement date: 3/1/2016

Number of Bedrooms	Number of Units	Contract Rent (per month)	Months	Maximum Payment
0	1	\$ 362	12	\$ 4,344
1	35	\$ 458	12	\$192,360
Budget Authority Amount:				<u>\$196,704</u>