Morton County Commission Meeting Agenda

January 14, 2016
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 of previous meetings
Approve monthly bills and payroll – Commissioner Leingang

Reorganization of Board – election of Chair and Vice Chair
2016 County Commission Portfolios

1. Linda Morris/Tax Director
   - Abatements for the boards consideration
   - 2016 Board of Equalization schedule
   - 2016 Ag Land Valuation Increase

2. Vicki Lippert/County Treasurer
   - Designate Depositories and Pledges of Security

3. Natalie Pierce/County Planner
   - Request approval to enact Section 5-220 of the Morton County Land Use Code.

4. Kyle Kirchmeier/County Sheriff
   - Service Contracts

5. Dawn Rhone/County Auditor
   - 2016 Senior Citizen Levy Disbursement

*ISSUES MAY BE ADDED OR DELETED BY MEETING DAY.

NOTE: Unapproved Minutes. After approval at next meeting, minutes will become official.

MORTON COUNTY COMMISSION REGULAR MEETING
December 22, 2015

The Morton County Commission Regular Meeting was called to order on December 22, 2015 at 5:30 PM by Chairman Strinden at the Morton County Courthouse, 210 Second Avenue NW, Mandan, North Dakota. Others present were Commissioners Zachmeier, Boehm, Leingang and Schulz, Auditor Rhone, States Attorney Koppy and Assistant States Attorney Grosinger.

Boehm moved and Leingang seconded to approve the agenda with an addition. All voting aye, motion carried.

Boehm moved and Schulz seconded to approve the minutes of the December 10, 2015 meeting. All voting aye, motion carried.

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

Boehm moved and Schulz seconded to approve abatement #4776. All voting aye, motion carried.

Leingang moved and Schulz seconded to approve abatements #4783-4791. All voting aye, motion carried.

Schulz moved and Leingang seconded to approve the final plat of a short-form subdivision known as Lincoln Meadows Third Subdivision of approximately 9.94 acres in the SW ¼ of Section 30 Township 138 N Range 80 W, Morton County. All voting aye, motion carried.

Schulz moved and Boehm seconded to approve the final plat approval of a short-form subdivision known as Timberhaven II Subdivision for approximately 9.89 acres in the NE ¼ of Section 8, Township 137N, Range 80W, with the condition that the applicant shall only be allowed to construct improvements on the portion of land that lies outside the 1% chance flood zone, with the exception of a septic system, which shall be sited at the direction of Custer Health. All voting aye, motion carried.

Schulz moved and Leingang seconded to approve Morton County Land Use Code Section 4-020(c) & 5-010 as presented by Planning Director Pierce. All voting aye, motion carried.

Boehm moved and Leingang seconded to approve the Maintenance Certification for County Federal Aid Project. All voting aye, motion carried.

Boehm moved and Schulz seconded to approve the submitting the Application for Court Facilities Improvement Grant Funds for remodel of the Custer Health area to repurpose for courts and also for remodel/expansion of the Courthouse front entrance and for an upgrade to the security camera system. All voting aye, motion carried.

Schulz moved and Boehm seconded to approve the contract with Dakota Travel Nurse for January 1 – December 31, 2016 in the amount of $4,300 per month. All voting aye, motion carried.

Boehm moved and Leingang seconded to approve the policing contract with the City of New Salem for 2016 in the amount of $3,360 per month. All voting aye, motion carried.

Boehm moved and Leingang seconded to approve the 2016 regular meeting dates of the second Thursday and fourth Tuesday of each month. All voting aye, motion carried.

Leingang moved and Boehm seconded to approve the 2016 Liquor & Beer Licenses for the following: Roby's Supper Club Inc of Mandan, Huff Hills Ski Area of Mandan, West Spot Liquor of Glen Ullin and Rusty's Saloon of St Anthony. All voting aye, motion carried.

Boehm moved and Schulz seconded to approve the 2016 Liquor & Beer License for the 1806 Bar in Ft Rice contingent upon receipt of payment and completion of the application. All voting aye, motion carried.

Schulz moved and Boehm seconded to approve a 2 year contract with Computer Professionals Unlimited at a rate of $1,884 for 2016 and $2,027 for 2017. All voting aye, motion carried.

Boehm moved and Leingang seconded to appoint Dan Ulmer to a 5 year term expiring 12/31/2020 on the Custer Health Board. All voting aye, motion carried.

Boehm moved and Schulz seconded to appoint Gary Kreidt and Woody Barth to 5 year terms expiring on 12/31/2020 on the Morton County Housing Board. All voting aye, motion carried.

Zachmeier moved and Schulz seconded to appoint Ray Christensen to a 3 year term expiring on 12/31/2018 on the Morton County Water Board. All voting aye, motion carried.

Schulz moved and Leingang seconded to appoint Susan Beehler to a 2 year term expiring 12/31/2017 on the West Central Human Services Board. All voting aye, motion carried.

The total of all county funds expended from December 11, 2015 through December 22, 2015, equals $1,021,298.86. 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 Boehm seconded to adjourn at 6:46 PM. All voting aye, motion carried.

Bruce Strinden, Chairman, Morton County Commission _____

Dawn R Rhone, County Auditor _____

COUNTY COMMISSION PORTFOLIOS 2015

COMMISSIONER LEINGANG

Community Action
Roads
County Weed Board
Information Technology
Social Services Board
Council on Aging & Housing
Morton County Dakota Prairie RC&D

COMMISSIONER BOEHM

County Extension Service
Roads, Bridges & Gravel
Legislation
School Advisory Board
Personnel
Lewis & Clark Regional Development Council

COMMISSIONER ZACHMEIER

County Zoning
County Parks
Courthouse & Building Maintenance
Youth Services
Social Services Board
Information Technology
City Zoning
Bismarck-Mandan Metropolitan Planning Organization
West Central Human Service Board
Morton County Water Resource Board
Lower Heart Water Resource District

COMMISSIONER STRINDEN

Veteran Affairs
Legislation
Historical
Emergency Management
Sheriff & Judicial
Finance & Taxation
County Fair Board
State Fair Board
Morton-Mandan Library

COMMISSIONER SCHULZ

County Zoning
County Parks
Mandan Progress Organization
Sheriff & Judicial
Emergency Management
Personnel
Bismarck Mandan Development Association

DATE: 11/11/16

TO: MORTON COUNTY COMMISSIONERS

FROM: LINDA MORRIS, MORTON COUNTY TAX DIRECTOR

RE: JANUARY 11, 2016 ABATMENTS

TAX YEAR	ABATEMENT	REASON FOR ABATEMENT	PARCEL NUMBER	ORIGINAL VALUE	OWNER	NEW VALUE	PROPERTY ADDRESS	REASON FOR ABATEMENT	ABATED VALUE	CITY APPROVED
2015	4792	HOMESTEAD CREDIT	653869000	$56,300	JOAN LOGAN	$56,300	1117 11TH ST SE MD	HOMESTEAD CREDIT	$ -	
2015	4793	HOMESTEAD CREDIT	654583000	$130,700	LORRAINE CARLSON	$130,700	1205 MONTE DR NW MD	HOMESTEAD CREDIT	$ -	
2015	4794	HOMESTEAD CREDIT	651098000	$104,700	FLORENCE WEINBERGER	$104,700	607 3RD AVE SE MD	HOMESTEAD CREDIT	$ -	
2014	4795	HOMESTEAD CREDIT	650220000	$179,700	CLIFFORD MUND	$179,700	4404 HIGHLAND RD NW MD	HOMESTEAD CREDIT	$ -	
2014	4796	HOMESTEAD CREDIT	650147000	$162,200	DARLENE BERGER	$162,200	709 13TH AVE NW MD	HOMESTEAD CREDIT	$ -	
2016	4797	HOMESTEAD CREDIT	656000222	$11,867	JOEL SNIDER	$11,867	603 W PRAIRIE LN MD	HOMESTEAD CREDIT	$ -	
2015	4798	HOMESTEAD CREDIT	660256000	$31,100	JAMES FROHLICH	$31,100	209 9TH ST S NS	HOMESTEAD CREDIT	$ -	
2015	4799	HOMESTEAD CREDIT	6303630000	$25,700	DANIEL MARTWICK	$25,700	212 4TH ST S GU	HOMESTEAD CREDIT	$ -	
2015	4800	HOMESTEAD CREDIT	61-0118/123950	$45,900	BONNEE RITZ	$45,900	105 MARGARET ST AL	HOMESTEAD CREDIT	$ -	
2015	4801	HOMESTEAD CREDIT	420234100	$86,300	FRED BAUMGARTNER	$86,300	2575 LYONS RD MD	HOMESTEAD CREDIT	$ -	
2015	4802	HOMESTEAD CREDIT	640139000	$23,300	LARRY & BONNIE HERAUF	$23,300	127 N ELM ST HB	HOMESTEAD CREDIT	$ -	
2015	4803	HOMESTEAD CREDIT	653665000	$84,200	RICHARD W GIMBEL	$84,200	208 8TH AVE SW MD	HOMESTEAD CREDIT	$ -	
2014	4804	HOMESTEAD CREDIT	620276000	$44,000	RODNEY RITZ	$44,000	105 1ST AVE W FL	HOMESTEAD CREDIT	$ -	
2015	4805	HOMESTEAD CREDIT	620276000	$50,000	RODNEY RITZ	$50,000	105 1ST AVE W FL	HOMESTEAD CREDIT	$ -	
2015	4806	DIS VET CREDIT	656102740	$370,500	JOSEPH & JACLYN HALL	$370,500	3812 LAKEWOOD DR SE MD	DIS VET CREDIT	$ -	
2015	4807	2 YEAR NEW RES TAX EXEMPTION	651838625	$221,100	TINA KRAMER	$146,100	710 25TH ST SE MD	SHOULD HAVE RECEIVED A 2 YEAR NEW RES TAX EXEMPTION OF $75,000 IN MARKET VALUE	$ 75,000.00	9/1/2015

TAX YEAR	ABATEMENT	REASON FOR ABATEMENT	PARCEL NUMBER	ORIGINAL VALUE	OWNER	NEW VALUE	PROPERTY ADDRESS	REASON FOR ABATEMENT	ABATED VALUE	CITY APPROVED
2015	4808	2 YEAR NEW RES TAX EXEMPTION	656135375	$271,900	JAMES D & MARY A DELZER	$196,900	1915 4TH AVE SW MD	SHOULD HAVE RECEIVED A 2 YEAR NEW RES TAX EXEMPTION OF $75,000 IN MARKET VALUE	$ 75,000.00	9/1/2015
2015	4809	2 YEAR NEW RES TAX EXEMPTION	656106125	$384,900	FRED & PAMELA HELBLING	$309,900	112 KEIDEL TRL SW MD	SHOULD HAVE RECEIVED A 2 YEAR NEW RES TAX EXEMPTION OF $75,000 IN MARKET VALUE	$ 75,000.00	9/1/2015
~~2015~~	~~4810~~	~~REASSESSMENT~~	~~6610162/0163/0164~~	~~$222,200~~	~~CLINTON W FELAND~~	~~$164,400~~	~~310, 312 & 314 MAIN AVE NS~~	~~REASSESSMENT~~	~~$ 57,800.00~~	
2015	4811	REASSESSMENT OF VAC LOT	420252000	$5,800	THOMAS & JANICE L WALTERS	$500	MONTES RANCHERO 1ST	REASSESSMENT OF VAC LOT	$ 5,300.00	
2015	4812	REASSESSMENT OF VAC LOT	420248000	$5,800	THOMAS & JANICE L WALTERS	$500	MONTES RANCHERO 1ST	REASSESSMENT OF VAC LOT	$ 5,300.00	
2015	4813	REASSESSMENT OF VAC LOT	42025400	$5,800	THOMAS & JANICE L WALTERS	$500	MONTES RANCHERO 1ST	REASSESSMENT OF VAC LOT	$ 5,300.00	
2015	4814	HOMESTEAD CREDIT	300086100	$268,800	DANIEL L & LENORE M FRANK	$268,800	MONTES RANCHERO 1ST	HOMESTEAD CREDIT	$ -	
2015	4815	2 YEAR NEW RES TAX EXEMPTION	656105915	$337,900	ROBERT FODE & THERESIA HERSCH-FODE	$261,600	420 KEIDEL TRL SW MD	2 YEAR RES TAX EXEMPTION AND REASSESSMENT	$ 76,300.00	1/5/2016
2015	4816	REASSESSMENT	656112580	$7,373,400	JESSARA PROPERTIES LLC	$6,299,800	600 MEADOW RIDGE LP NW	2015 TAX ASSESSMENT VALUE REFLECTS (3) APARTMENT BUILDINGS IN ERROR. ONLY (2) WERE COMPLETE AS OF THE 2015 ASSESSMENT DATE	$ 1,073,600.00	1/5/2016
2015	4817	REASSESSMENT	656106015	$495,800	WAYNE A & CAROL A FRIESZ	$473,100	1612 CANYON RD SW MD	2015 RESIDENTIAL REASSESSMENT ADJUSTMENT	$ 22,700.00	1/5/2016
2015	4818	2 YEAR NEW RES TAX EXEMPTION	652352000	$293,500	COMMERCIAL PROPERTIES LLP	$32,200	113 3RD AVE NW MD	REASSESSMENT AND SHOULD HAVE RECEIVED A 2 YEAR NEW RES TAX EXEMPTION OF $75,000 IN MARKET VALUE	$ 261,300.00	1/5/2016

MORTON COUNTY

STATE OF NORTH DAKOTA

Linda Morris
Tax Director

210 2nd Ave NW
Mandan, North Dakota 58554

Phone: 701-667-3325
linda.morris@mortonnd.org

Date: January 11, 2016

To: Morton County Commissioners and Auditor Dawn Rhone

From: Morton County Tax Director Linda Morris

RE: 2016 Board of Equalization

The scheduling of a date, time, and location for our annual Morton County Board of Equalization which is to be within the first ten days of June, as per North Dakota Century Code §57-12-01 (in part as follows):

> *"The board of county commissioners shall meet within the first ten days of June of each year and shall constitute a board of equalization of the assessments made within the county."*

MORTON COUNTY

STATE OF NORTH DAKOTA

Linda Morris
Tax Director

210 2nd Ave NW
Mandan, North Dakota 58554

Phone: 701-667-3325
linda.morris@mortonnd.org

Date: January 11, 2016
To: Morton County Commissioners and Auditor Dawn Rhone
From: Morton County Tax Director Linda Morris

RE: 2016 Agricultural Land Value Increase

North Dakota State Tax Commissioners Office sent notice of the agricultural value per acre for the 2016 assessment. The State average per acre for 2016 agricultural land is $***342.30*** per acre, an increase of the State 2015 per acre value of $318.26.

North Dakota Century Code §57-02-27.2 reads as follows:

"All agricultural property to be valued at ten percent of assessed value as determined pursuant to section 57-02-27.2".

To comply with North Dakota Century Code §57-02-27.2, an 8% average increase to the current 2015 agricultural land values will be needed.

	CERTIFIED AG LAND 2015	**WITH 8% INCREASE OF AG LAND 2016**
TAXABLE VALUE	$ 338,482,800	$365,561,424
TOTAL ACRES	1,160,945.2	1,160,945.2
COUNTY PER ACRE	$291.56	$314.88
STATE PER ACRE	$318.26	$342.30
% OF ASSESSED VALUE	91.6%	92.0%
MUST BE WITHIN 10% OF ASSESSED VALUE	8.4%	8.0%

Dec. 30, 2015

To the Honorable Board of County Commissioners
Morton County
Mandan, North Dakota 58554

Gentlemen:

Listed below are the financial institutions that I, Vicki A. Lippert, Treasurer of Morton County wish to have on record as the depositories for the year 2016.

Wells Fargo Mandan, ND

Starion Financial, Mandan, ND

Bank of Glen Ullin, Glen Ullin, ND

Dakota Community Bank, Hebron ND

Dakota Community Bank, Mandan, ND

Security First Bank, Mandan, ND

Gate City Bank – Mandan ND

American Bank Center - Mandan ND

Bremer Investment Management & Trust –- Fargo ND

Multi Bank Securities-Pershing Bank –eConnect Direct

BNC Bank- Mandan ND

Respectfully submitted,

Vicki A Lippert, Morton County Treasurer

Pledges of Security
(As of Jan 07, 2016)

Well Fargo Inv. Pool	**Account Closed.**	
Bremer Trust	No Pledging Needed	1,025,615.75

WELLS FARGO

Well Fargo Checking Acct 30-090	4,914,838.59
Wells Fargo Saving Acct 841392509	66,685.01
Wells Fargo CD's	2,750,000.00
Total:	**7,731,523.60**
Less FDIC Insurance	250,000.00
Total amount not covered by FDIC	**7,481,523.60**
X 110% Amount Needed for Pledges	8,229,675.96
Pledges of Security	**44,011,818.38**

Starion Financial

Certificates of Deposit: Morton County	553,359.01
Saving Account 10842113	997,699.01
Certificates of Deposit: Morton County Parks	101,372.44
Total:	**1,652,430.46**
Less FDIC Coverage	250,000.00
Total amount not covered by FDIC	**1,402,430.46**
X 110 Amount Needed for Pledges	1,542,673.51
Pledges of Security	**2,019,540.68**

Dakota Community Bank Mandan & Hebron

Certificate of Deposit: Morton County	206,903.16
Total:	**206,903.16**
FDIC Insurance	250,000.00
Total Coverage	**250,000.00**

Bank of Glen Ullin

Certificate of Deposit	Morton County	250,000.00
FDIC Insurance		250,000.00
	Total Coverage	**250,000.00**

Pershing Bank-(E-connect)

Certificates of Deposit	**Discover Bank**	245,000.00
	Capital One Bank Natl Assoc.	245,000.00
	Ally Bank	245,000.00
	Goldman Sachs Bank	245,000.00
	Compass Bank	245,000.00
	Capital One Bank Natl Assoc.	245,000.00
	Total CDS	**1,470,000.00**
FDIC Insurance 5 @ 250,000.00		1,500,000.00
	Total Coverage	**1,500,000.00**

P&Z SUMMARY | FOR JANUARY 14, 2015 COMMISSION MEETING

1. Request approval to enact Section 5-220 of the Morton County Land Use Code.

    a. **Summary:** staff has drafted a new section of the code that details specific use standards for Farm Worker Dwelling Units/Facilities.

    b. **P&Z Action:** recommended approval

Proposed Changes to the Morton County Land Use Code
for Consideration by County Commission

Proposed amendment – addition of section 5-220

5-220 Farm Worker Dwelling Unit/Facility (FWDU/F)

a) **Permitted District:** farm worker dwelling units and farm worker dwelling facilities are permitted in the Agricultural District and in the Recreational District by special use permit.

b) **Standards:** a farm worker dwelling unit or a facility consisting of more than one farm worker dwelling unit shall meet the following standards:
   1) An individual applying for a special use permit for a FWDU/F must have a demonstrated business need that cannot be satisfied by means other than the development of a FWDU/F.
   2) A FWDF shall provide residential accommodations for no more than eight (8) workers.
   3) Lots upon which a FWDU/F may be located must be a minimum of 35 acres.
   4) The FWDUs shall comply with all applicable setback and zoning requirements of the underlying zoning district.
   5) The minimum setback between FWDUs shall be 32 feet.
   6) FWDU/Fs are expressly prohibited within the Floodplain Overlay District.
   7) All FWDU/Fs must comply with the North Dakota State Building Code and the Morton County Land Use Code.
   8) FWDFs shall not be considered Manufactured Home Parks (Section 5-140) or Recreational Vehicle Camps (Section 5-150) under the Morton County Land Use Code and shall abide by the provisions of Section 5-220.
      i. Some FWDFs may be required to obtain a Mobile Home Park license or RV Park license from the North Dakota Department of Health and in such cases FWDFs must abide by the provisions of N.D.C.C. § 23-10 and § 33-33.
   9) FWDUs shall be considered part of the property owner's farm/ranch business and shall not count toward dwelling unit maximums established for the underling zoning district.
   10) Workers who reside in a FWDU/F must be employed on a full-time basis by the land owner and must be engaged in farming and/or ranching work.
   11) The tract on which the FWDU/F is located and the tract on which the workers are carrying out farming and/or ranching activities must be the same tract or immediately adjacent tracts.
   12) Permitted dwelling unit types:
      i. Mobile homes
      ii. Manufactured homes
      iii. Recreational vehicles
         1. Recreational vehicles shall be connected to a long-term waste receptacle/facility that meets the approval of Custer Health and/or ND Department of Health. Internal waste storage is expressly prohibited in FWDUs.
      iv. Conventional/stick-built housing units are expressly prohibited as FWDUs.
   13) Dwelling unit occupancy limits shall be established by the zoning administrator and shall be based upon the housing type, size, and floorplan of each FWDU.
   14) If the employer permits the worker's family to reside with the worker, the employer shall provide one dwelling unit per farm worker family unit and shall not make a farm worker family unit share a housing unit with other workers or farm worker family units.
   15) The FWDF shall be situated on the property so as to provide adequate access for emergency response vehicles.

c) **Additional Application Requirements:** In addition to the general materials required to be submitted with a special use permit application in Section 10-040, the following materials are required:
   1) Description of the business need that will be fulfilled through the development of a FWDU/F.
   2) Farm Worker Dwelling Facility Plan. A written narrative that includes descriptions of:

i. The general operation of the FWDU/F
ii. Planned duration of use
iii. Type of housing unit(s) to be provided
iv. Potable water supply source(s) to be used
v. Method of sewage disposal
vi. Method of waste disposal

3) A scaled site plan showing:
i. Overall dimensions of the site
ii. Required setbacks
iii. Location of housing units and numbering of each unit
iv. Parking areas
v. Fences
vi. Location of existing roads and access ways within and adjacent to the site
vii. Location of wells, sewage treatment system(s), and waste management areas
4) Diagrams of the internal floorplan of each dwelling unit
5) Any other information required by the Zoning Administrator, Planning and Zoning Commission and/or the Board of County Commissioners in order to make an informed decision on the request.
6) The Zoning Administrator may attach any conditions or reporting requirements to the special use permit that are deemed necessary and prudent.

d) **Duration of Special Use Permit**
1) Any special use permit granted under the provisions of this section shall be valid for no longer than two years. Applicants who wish to keep a FWDU/F open on an on-going basis must submit a renewal application bi-annually.
2) Any landowner who has obtained a special use permit under the provisions of this section and has installed FWDUs on his/her land shall be compelled to remove the housing units from the property within 60 days of the expiration of the special use permit unless the landowner has obtained a special use permit renewal.

e) **Transferability**
1) A special use permit for a FWDU/F shall not automatically transfer upon sale of the property. A grantee who wishes to continue a FWDU/F use must submit a formal application to transfer the special use permit.

Proposed Amendments to Article 12

Farm Worker Dwelling Unit/Facility: a dwelling unit or facility (collection of two or more dwelling units) designed for the use of eight or fewer workers, provided by an employer whose principal business is farming and/or ranching, so that workers may reside on the same piece of property upon which they carry out farming and/or ranching duties for their employer. See section 5-220 for specific standards.

Farm Worker Family Unit: immediate family unit consisting of a parent or both parents and a minor child or minor children and characterized by one or both parents being employed full-time as a seasonal farm and/or ranch worker.

FWDU/F: see farm worker dwelling unit/facility.

JAIL AGREEMENT

This agreement, made this 1st day of January, 2016, by and between the County of Morton, State of North Dakota, hereinafter referred to as party of the first part, and County of Emmons, North Dakota hereinafter referred to as party of the second part.

Witness, that in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

The party of the first part agrees to provide jail facilities, if there is room available, for the incarceration of prisoners, and all necessary and incidental services associated with the incarceration of the prisoners at the facility located in Mandan, North Dakota. Said services shall not include medical care or treatment, and the party of the second part further agrees to indemnify Morton County for any necessary expenditure made furnishing the same.

The party of the second part hereby agrees to pay the party of the first part for the above services performed the following rates on a per prisoner per day basis:

(1) DAILY BASE RATE $75.00

This contract is subject to the provisions of the North Dakota Century Code and all rules and regulations enacted pursuant thereto governing the care and custody of the persons committed hereunder.

That this agreement will continue from year to year unless, and until one of the parties shall give the other written notice (30) days in advance of their desire to re-negotiate the agreement.

In witness thereof, the parties have executed this agreement the day and year written above.

Gary Lamb
County Sheriff / City Mayor

Chairman, Morton County Commission

12-11-15
Date

Date

KK
12/24/15

JAIL AGREEMENT

This agreement, made this 1st day of January, 2016, by and between the County of Morton, State of North Dakota, hereinafter referred to as party of the first part, and County of Burleigh, North Dakota hereinafter referred to as party of the second part.

Witness, that in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

The party of the first part agrees to provide jail facilities, if there is room available, for the incarceration of prisoners, and all necessary and incidental services associated with the incarceration of the prisoners at the facility located in Mandan, North Dakota. Said services shall not include medical care or treatment, and the party of the second part further agrees to indemnify Morton County for any necessary expenditure made furnishing the same.

The party of the second part hereby agrees to pay the party of the first part for the above services performed the following rates on a per prisoner per day basis:

(1) DAILY BASE RATE $75.00

This contract is subject to the provisions of the North Dakota Century Code and all rules and regulations enacted pursuant thereto governing the care and custody of the persons committed hereunder.

That this agreement will continue from year to year unless, and until one of the parties shall give the other written notice (30) days in advance of their desire to re-negotiate the agreement.

In witness thereof, the parties have executed this agreement the day and year written above.

RDHth Sheriff

County Sheriff / City Mayor

Chairman, Morton County Commission

12-22-15

Date

Date

JAIL AGREEMENT

This agreement, made this 1st day of January, 2016, by and between the County of Morton, State of North Dakota, hereinafter referred to as party of the first part, and County of Logan, North Dakota hereinafter referred to as party of the second part.

Witness, that in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

The party of the first part agrees to provide jail facilities, if there is room available, for the incarceration of prisoners, and all necessary and incidental services associated with the incarceration of the prisoners at the facility located in Mandan, North Dakota. Said services shall not include medical care or treatment, and the party of the second part further agrees to indemnify Morton County for any necessary expenditure made furnishing the same.

The party of the second part hereby agrees to pay the party of the first part for the above services performed the following rates on a per prisoner per day basis:

(1) DAILY BASE RATE $75.00

This contract is subject to the provisions of the North Dakota Century Code and all rules and regulations enacted pursuant thereto governing the care and custody of the persons committed hereunder.

That this agreement will continue from year to year unless, and until one of the parties shall give the other written notice (30) days in advance of their desire to re-negotiate the agreement.

In witness thereof, the parties have executed this agreement the day and year written above.

County Sheriff / City Mayor	Chairman, Morton County Commission
12-9-2015	
Date	Date

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 GLEN ULLIN, 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. The COUNTY will provide the CITY with a citation log on a quarterly basis.
10. It is agreed that at least one Morton County deputy shall attend every regular Glen Ullin City Council meeting.

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 GLEN ULLIN

SHERIFF

MAYOR

CHAIRMAN, CO. COMMISSION

ATTEST:

CITY AUDITOR

MORTON COUNTY AUDITOR

APPROVED AS TO FORM:

MORTON CO. STATES ATTORNEY

This agreement made and entered into as of the 1st day of January 2016 by and between Morton County, by and through the Board of County Commissioners and Michelle Maier MSN, FNP-C, a licensed Nurse Practitioner.

Michelle Maier MSN, FNP-C is a competent and qualified medical professional licensed in the state of North Dakota and hereby agrees to provide medical services, upon request, according to the terms and conditions stated in this contract.

1.) This agreement shall commence January 1, 2016 and is shall continue until December 31st, 2016. Further, this contract can be mutually terminated prior to 31st, 2016 if requested by either party, in writing. This agreement may be terminated without cause by either party.
2.) Michelle Maier MSN, FNP-C warrants that she is a licensed Nurse Practitioner in the state of North Dakota. In the event that such license should expire, or be revoked, Michelle Maier MSN, FNP-C agrees to promptly inform Morton County of such occurrence.
3.) Michelle Maier MSN, FNP-C shall act as the Morton County Correctional Center Health Care Administrator and shall perform the duties of Health Care Administrator as set forth in the Morton County Correctional Center policy manual.
4.) Michelle Maier MSN, FNP-C shall provide routine medical services including health care appraisals and medical evaluations for inmates in the custody of the Morton County Correctional Center. When possible and when practicable, Michelle Maier MSN, FNP-C will render her medical services at the Morton County Correctional Center. Michelle Maier MSN, FNP-C will, if time permits, provide advice and guidance to the Correctional Staff regarding medical emergencies but the parties recognize the duty of the Correctional Staff is to Promptly secure emergency medical treatment.
5.) Michelle Maier MSN, FNP-C is a Family Nurse Practitioner and does not hold herself out as a specialist in any other medical field. Michelle Maier MSN, FNP-C will consult with specialist as needed and/or required. If specialists are needed and/or required outside of the medical services that Michelle Maier MSN, FNP-C can provide, referrals to such specialists will be made.
6.) Michelle Maier MSN, FNP-C shall provide her own transportation to and from the Morton County Correctional Center, her office and/or any other medical facility when conducting medical matters pertaining to the inmates in the custody of the Morton County Correctional Center.
7.) Morton County will provide all equipment, materials and supplies needed for the medical care of inmates in the custody of the Morton County Correctional Center.
8.) Morton County shall compensate Michelle Maier MSN, FNP-C the sum of $1000.00 per month for medical services rendered as the Morton County Health Care Administrator.
9.) Michelle Maier MSN, FNP-C relationship with Morton County shall be, at all times, as an Independent Contractor. Thus, Michelle Maier MSN, FNP-C is not an employee of Morton County and not entitled to employee benefits provided by Morton County.

10.) Michelle Maier MSN, FNP-C agrees to provide general liability and malpractice insurance, at her expense, and provide a copy of said insurance to Morton County.

11.) Morton County agrees to indemnify Michelle Maier MSN, FNP-C from any and all liability, loss or damage she may suffer as a result of claims, demands, costs or judgements against her arising from: (1) negligent or wrongful maintenance or release of inmates medical records by the employees of Morton County, (2) the negligent or wrongful administration of prescription or non-prescription medications for the inmates in the custody of the Morton County Correctional Center, in violation of Michelle Maier's MSN, FNP-C direction; (3) the failure to procure prompts emergency treatment for an inmate in the custody of the Morton County Correctional Center in a medical emergency, or (4) any other negligent or wrongful conduct of the employees of Morton County and/or the Morton County Correctional Center

12.) Michelle Maier MSN, FNP-C shall not enter into any subcontracts for any of the services to be performed by her without prior written consent of Morton County. The parties recognize that, at times, Michelle Maier MSN, FNP-C may not be available to provide the required or necessary services, and she may designate a competent Physician, Nurse Practitioner, or Physician Assistant of her choice, and under her direction to provide those services. Further, if Michelle Maier MSN, FNP-C is not available to render those services, the expense for coverage for her to designate a competent Physician, Nurse Practitioner, or Physician Assistant shall be at her expense.

13.) The Morton County Correctional Center is a non-narcotic, non- prescriptive sleep aide facility. In rare instances (i.e. acute pain), narcotics and sleep aides may be used at the discretion of Michelle Maier MSN, FNP-C.

14.) Any changes, amendments or deletions from this contract must be approved by both parties.

_____ _____

Chairman, Board of County Commissioners Date

Michelle Maier CNP 12-30-15

Michelle Maier MSN, FNP-C Date

K Klein 12/31/15

Morton County Correctional Center Administrator Date

MORTON COUNTY SENIOR REQUESTS 2016

CLUB	ACTUAL 2015	REQUESTED 2016	2016 Payments	Increase
FLASHER 55	$28,500.00	$29,622.89	$29,700.00	4%
PIONEER New Salem	$24,000.00	$30,988.04	$27,500.00	15%
PRAIRIE ROSE (Almont)	$14,250.00	$18,000.00	$16,400.00	15%
GLEN ULLIN SENIOR	$26,250.00	$28,343.36	$28,350.00	8%
BRICK CITY	$26,000.00	$34,000.00	$30,000.00	15%
GOLDEN AGE	$127,000.00	$132,000.00	$132,000.00	4%
RSVP	$13,750.00	$13,750.00	$13,750.00	0%
TOTALS	$259,750.00	$286,704.29	$277,700.00	7%