

Written Testimony for the
House Political Subdivisions Committee
January 28, 2021
Erica Johnsrud, McKenzie County Auditor/Treasurer



RE: OPPOSE HB1303

Good morning, Chairman Dockter, and members of the Committee. My name is Erica Johnsrud and I am the Auditor/Treasurer for McKenzie County. I stand in opposition to HB1303 as proposed.

I'd like begin today by stating I am not here to advocate for the removal of publishing items in the local newspaper. As you've heard from me in previous testimony recently, McKenzie County has invested greatly in providing additional transparency to our citizens in a variety of formats.

Merriam-Webster dictionary defines an agreement in several ways, including an arrangement as to a course of action, a compact or treaty, a contract duly executed and legally binding, and the language or instrument embodying such a contract. The addition of the word "agreement" without a specific definition will add to confusion surrounding what needs to be published and what does not, even though nearly all documents are already considered open records under ND law. In addition page 2, line 3, states that the "full and complete report" of official proceedings, which Section 11-11-35 states includes "all orders, agreements, and decisions made," must be published in both the official newspaper AND on the county's official website, which adds an additional level of complexity.

Board of County Commissioners minutes already include all actions and decisions made during meetings. Included with my testimony is a copy of recently approved minutes of the McKenzie County Commission. I've also included what I consider to be the approved "agreements" from this meeting, which totals an additional 43 pages of information. I'd like to point out an example from our minutes, which read "Moved by Skarda, seconded by Hystad, to approve the Joint Powers Agreement for the Transportation Alternatives Grant with the City of Watford City for a multipurpose path from the visitors center to the heritage park museum. The City is responsible for all

costs of the project. All voting aye, motion carried.” This one agreement is 14 pages and I am unsure of how this could be published in the newspaper in some meaningful and readable format, without a significant cost burden. I don’t believe publication of this information increases transparency to citizens, but would only add to confusion and possible decrease in interest.

While December 2020 represents our most recent meeting with agreements approved, it is an underrepresentation of the amount of agreements the Board of County Commissioners approve each month. For road or building construction projects, none of which are typically approved in December, one agreement alone can be 25-30 pages. The approved and published minutes already report on the specific actions of the commissioners and any citizen is able to request copies of any they are interested in directly from the county auditor.

I appreciate that some citizens are particularly interested in matters that are decided at the county commissioner level. My experience as auditor/treasurer encourages me to report that there are other methods by which interested persons can gather this information. A simple phone call to the county auditor asking to be added to their distribution list of meeting agendas and notices would allow for that same citizen to have knowledge prior to meetings where decisions on being made and would allow those persons to attend or contact commissioners well in advance of a vote on any particular agreement. Publication in newspaper in the weeks following the decisions, while allowing knowledge of what happened, does not allow for the opportunity to influence or change the ultimate decision in most cases. I can think of numerous instances in my tenure where citizens have requested to be notified of any agenda items that pertain to a particular road, project, or organization and I have always made sure they had whatever information they felt was important for them to be informed and I will continue to provide this as long as it is requested.

Thank you for your time today and I urge a DO NOT PASS recommendation on HB1303.

**OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS
MCKENZIE COUNTY, NORTH DAKOTA**

December 1, 2020

The Board of Commissioners of McKenzie County, North Dakota met at the Commissioners Room at the McKenzie County Courthouse in Watford City, North Dakota on December 1, 2020. Present: Commissioners Tom McCabe, Howdy Lawlar, Kathy Skarda, Doug Nordby, and Gene Veeder, Auditor/Treasurer Johnsrud, and State's Attorney Skarda. Chairman McCabe called the meeting to order at 9:00 a.m.

Moved by Nordby, seconded by Skarda, to approve the November 2020 Minutes as presented. All voting aye, motion carried.

Moved by Skarda, seconded by Nordby, to approve the bills as presented. Skarda requested additional information on the ROW agent expenses in the KLJ invoice. All voting aye, motion carried.

Moved by Skarda, seconded by Lawlar, to approve the Commission Consent Agenda Items 1 through 3 as presented. All voting aye, motion carried. Items approved: 1. Appoint Board Members to MCWRD – Danny Dwyer and Vawnita Best – terms ending June 30, 2025. 2. Signature Authority for Chairman – County Tax Deeds. 3. Set Public Hearing for Abatement 4344 – OHH Properties – December 15, 2020 @ 2pm CT.

There were no NDIC, PSC, or NDDOT updates. The Board discussed a recent application from the US Department of the Interior for transfer of lands to a tribal trust. SA Skarda is following up on the application process.

MVB Manager Stueber discussed with the Board a new NDDOT kiosk that has been requested to be placed in the Courthouse. The kiosk will allow patrons to renew the same options as they are able to online and DOT will pay for all maintenance. Large trucks, mobility placards, change of address, weight changes, and others required to be done in person will still need to be done in person through appointments. Moved by Lawlar, seconded by Skarda, to approve the NDDOT kiosk. All voting aye, motion carried.

Tommy Kenville, iSight, updated the Board on the drone project completed in McKenzie County. Kenville stated they also assisted with a search around the Yellowstone River. Moved by Veeder, seconded by Nordby, to pay the \$7,700 invoice for the search and rescue work performed. All voting aye, motion carried. Kenville stated they are prepared to begin work on phase two this spring.

Moved by Nordby, seconded by Veeder, to approve the NDDOT Memorandum of Understanding for a trail from CR30 to CR34 along US Highway 85. All voting aye, motion carried.

Kanwar updated the Board on the CR53 and CR2 projects. Kanwar stated work on two curves of concern on CR53 has been completed. Kanwar requested to use millings from CR55 as a surface instead of gravel on CR2 for road maintenance. Skarda requested to see the project before continuing, as well as comments from landowners.

Moved by Skarda, seconded by Nordby, to authorize moving forward with utilizing CBRE for the sale of the truck wash delinquent tax property that did not sell on November 17. All voting aye, motion carried.

Moved by Skarda, seconded by Veeder, to approve 2021 Liquor Licenses as presented for Watford City Eagles #3543, Patriot Fuels, Inc., Carman Store, and TA Operating (Wild Bison). All voting aye, motion carried.

At 10:00am a public hearing was held on Abatement Applications 4250-4252. Moved by Lawlar, seconded by Nordby, to approve Abatement Applications 4250-4252 as presented. All voting aye, motion carried.

The Board presented Gail Chinn, widow of Roger Chinn, an Exemplary Partner Award for all of Roger's work on McKenzie County issues.

The meeting recessed at 10:05 a.m. until December 15, 2020, at 1:00 p.m.

December 15, 2020

The Board of Commissioners of McKenzie County, North Dakota met at the Commissioners Room at the McKenzie County Courthouse in Watford City, North Dakota on December 15, 2020. Present: Commissioners Joel Brown, Clint Wold, Craig Hystad, Howdy Lawlar, and Kathy Skarda. Also present Auditor/Treasurer Johnsrud and State's Attorney Skarda. The called the meeting to order at 1:00 p.m.

Auditor/Treasurer Johnsrud opened the meeting for reorganization of the Board. Hystad nominated Skarda for Chair. Skarda declined citing potential conflicts. Skarda nominated Lawlar for Chair, Hystad seconded. Moved by Brown, seconded by Skarda, to cease nominations and cast a unanimous ballot for Howdy Lawlar as Chairman. All voting aye, motion carried. Hystad nominated Skarda for Vice Chair, Wold seconded. Moved by Hystad, seconded by Wold, to cease nominations and cast a unanimous ballot for Kathy Skarda as Vice Chair. All voting aye, motion carried.

Moved by Skarda, seconded by Brown to approve the bills as presented. Skarda asked about notification to department heads about the last check run of 2020.

Johnsrud stated department heads were notified beginning in October that December 15 would be the last bill approval and check run of 2020. Brown asked about the Courthouse Renovation process and billing. All voting aye, motion carried.

Moved by Skarda, seconded by Hystad, to approve the Treasurer Report for the period ending November 30, 2020, as presented. All voting aye, motion carried.

Moved by Skarda, seconded by Brown, to approve Commission Consent Agenda Items 1 through 3 as presented. All voting aye, motion carried. Items approved: 1. Set Hearing for Abatement Applications 4097, 4098, 4237-4245, and 4341-4343 – January 5, 2021 at 10:00 a.m. 2. Approve 2021 Extension Agent Stipend Agreements – D. Leo & M. Hellandsaas. 3. Sick Leave Donation Request – L. Hanson.

Moved by Hystad, seconded by Wold, to approve the Planning & Zoning Consent Agenda Items 1 and 2 as presented. All voting aye, motion carried. Items approved: 1.

ONEOK Rockies Midstream, LLC-Bison Compressor Station #15-20CUP The applicant is proposing to construct and operate the Bison Compressor Station project to take natural gas from oil producing wells within the Bakken. This gas will then be sent to one of ONEOK's natural gas processing plants in North Dakota. Bison Compressor Station will consist of five (5) 2,321-hp Waukesha P9394 GSIGC Series 5 compressor engines, six (6) 400-bbl condensate tanks, two (2) 400-bbl produced water tanks, one (1) LACT divert tank, one (1) 400-bbl methanol tank, and one (1) process flare for controlling emergency and miscellaneous relief venting from all equipment. Associated emission sources include condensate truck loading, fugitive emissions and miscellaneous vents and blowdowns. A VOC flare will control emissions from the condensate, produced water, and LACT divert tanks. The project site is approximately 13.77 acres in area. Planning & Zoning recommend approval of ONEOK Rockies Midstream, LLC-Bison Compressor Station #15-20CUP to the County Commission. Adopt the findings and conditions as provided in the staff report. 2. Steve Sharp Crane & Rigging LLC #16-20CUP The applicant recently purchased this 11.65-acre site. He would like to bring the one Manufactured Home on site into compliance with a CUP to continue using it as workforce housing. Planning & Zoning recommend approval of Steve Sharp Crane & Rigging LLC #16-20CUP to the County Commission. Adopt the findings and conditions as provided in the staff report. Skarda also asked P&Z Director Huus for a monthly bond status report, along with the other permit reports provided.

Matt Johnson, Western ND Transportation Liaison, gave an overview of the program to the Board as well as a review of State agencies and programs. Brown asked if McKenzie County had been using the programs offered and Johnson stated, yes, the County has done well utilizing the programs available.

Moved by Hystad, seconded by Skarda, to waive the Planning & Zoning application fees for the Fairgrounds project. Huus requested for all fees for the project. All voting aye, motion carried.

Planning & Zoning Director Huus discussed the fire inspector and fire plan reviews with the Board. Huus stated he hasn't much interest from local fire fighters to perform the fire inspections and has been relying on Dave Uhlich, WC Fire Chief, to perform the inspections on a volunteer basis. Huus proposed to employ a seasonal/temporary employee for six months to perform this work as needed. Huus stated they are requesting the six months as an employee has expected interest in performing those inspections and this timeframe would afford the opportunity for the employee to be trained. Huus also stated that for fire plan reviews he reached out to many companies to perform the work and heard back from Allied, which would be a similar contract that is used for planning services from SRF. Moved by Skarda, seconded by Wold, to authorize the hiring of a temporary contracted fire inspector for a six month timeframe. All voting aye, motion carried. Moved by Hystad, seconded by Skarda, to approve the contract with Allied for fire protection plans as presented. All voting aye, motion carried.

Moved by Skarda, seconded by Brown, to approve the following appointments of Commissioners to County Boards: Joel Brown and Clint Wold to the Job Development Authority Board; Howdy Lawlar to the Housing Authority Board; Craig Hystad to the Planning & Zoning Board; Kathy Skarda and Joel Brown to the LEC Joint Powers Governing Board; Clint Wold to the WC Pest Control Board; Joel Brown to the Tri County Economic Development Council; Craig Hystad to the County Fair Board; Howdy Lawlar and Clint Wold to the Landfill Scalehouse Building Committee; and Craig Hystad and Howdy Lawlar to the Fairgrounds Building Committee. All voting aye, motion carried.

Moved by Skarda, seconded by Brown, to approve Abatement Application 4344 as presented. All voting aye, motion carried.

Moved by Brown, seconded by Hystad, to approve the request to hire a relative of deputy within the Sheriff's Office. All voting aye, motion carried.

Moved by Skarda, seconded by Wold, to approve the 2021 liquor licenses for Tobacco Gardens, Sweet Crude Travel Center, Long X Saloon, and Outsiders Bar & Grill as presented. All voting aye, motion carried.

Moved by Brown, seconded by Wold, to approve and authorize the chairman to sign the Alexander Shop property resolution and closing documents as needed. All voting aye, motion carried.

Moved by Skarda, seconded by Hystad, to approve and authorize the chairman to sign the letter of support for the Broadband Grant with Missouri Valley Communications/Nemont Telephone as presented. All voting aye, motion carried.

Moved by Hystad, seconded by Skarda, to approve the Court Facilities Grant Application as presented. All voting aye, motion carried.

Moved by Skarda, seconded by Hystad, to grant Christmas Eve, December 24, as a full day holiday as requested. All voting aye, motion carried.

Moved by Hystad, seconded by Wold, to approve the disbursement of CARES funds to the City of Alexander for \$8,500 for the period of August to November 2020 and to waive the November/December Law Enforcement Services payments for the cities of Alexander and Arnegard. All voting aye, motion carried.

Moved by Skarda, seconded by Hystad, to approve the Tobacco Gardens Seasonal Camping Renewal Letter as presented and authorize the chairman to sign. All voting aye, motion carried.

Wayne Skarda, Blue Buttes Township, discussed with the Board the Waste Management Road Use Agreement. W. Skarda stated that currently the township splits ownership with the County on 30th Street. W. Skarda stated the township is offering to give over all ownership of the road to the County and then the County can enter into an agreement as it deems in the best interest of the County. Nate Bouray, Waste Management's attorney, stated it was his understanding in the agreement that the County would maintain the road for the life of the road and Waste Management would build the road with the agreed upon surfacing.. K. Skarda asked for clarification on the NDIC docket for this project. Skarda also stated that Waste Management ND's partner company, Advantek Waste Management Services LLC, is not authorized to do business in ND and was not listed on the Secretary of State's website. Brown asked about estimated truck traffic on the road and the costs of maintenance for gravel versus pavement for the life of the road before making a decision. Brown also asked for clarification on the agreement with Waste Management which he understood to be to cover the costs to pave 30th Street and one-third of the costs for 108th Ave if that was also paved. The township stated they wanted the County to decide on the ownership of the road first before other decisions were made. Lawlar asked for documentation between Blue Buttes township, McKenzie County, and the Republic landfill regarding the 108th Ave NW Road Agreement. Moved by Wold, seconded by Skarda, to table the road use agreement at this time. All voting aye, motion carried.

The Board presented Keith Winter, an Exemplary Partner Award for all of his work on McKenzie County issues.

Moved by Skarda, seconded by Hystad, to approve the Joint Powers Agreement for the Transportation Alternatives Grant with the City of Watford City for a multipurpose path from the visitors center to the heritage park museum. The City is responsible for all costs of the project. All voting aye, motion carried.

PWD Kanwar requested the County to perform requested work to shape a parking lot within the DOT right of way near the visitor center. Moved by Hystad,

seconded by Brown, to approve the County employees to shape the requested parking lot near the visitor center upon DOT approval. All voting aye, motion carried.

Discussion was held on the Private Driveway Agreement/Road Maintenance Agreement. Skarda expressed concern over bus routes and senior citizens. Hystad stated he understood that bus routes would be plowed without a waiver or agreement. Kanwar stated the bus routes are taken care of on the county roads, but private driveways/subdivisions are not plowed without agreements in place at this time, but would do the work if directed by the Board to do so. Road superintendent Glover stated he has a map of the bus routes and will take care of those. SA Skarda stated the best way for the County to remove liability is for the landowners to sign the agreement/waiver. Moved by Hystad, seconded by Skarda, to first remove snow on all main roads and bus routes and then to move to personal driveways, regardless of whether or not a road maintenance agreement has been signed. All voting aye, motion carried.

Wold asked about a telephone pole in the middle of County Route 55 and when that pole would be moved. Glover stated that it is up to the contractor, Central Specialties, at this point. Kanwar stated they are working with McKenzie Electric to have the pole moved.

Discussion was held by the Board on overtime expenses by County departments. Skarda expressed concern over increasing amounts of overtime, sometimes over the budgeted amount. Skarda requested Human Resources to work with department heads on ways to reduce overtime by cross-training, reviews of employee responsibilities and focus, the use of tracking and scheduling software, and to understand the demographics of those accruing overtime. Board consensus was to move this topic to the handbook committee for further discussion and to request department heads to watch overtime expenses.

The meeting recessed at 4:01 p.m. until January 5, 2021, at 12:00 p.m.

Erica Johnsrud, Auditor/Treasurer

Howdy Lawlar, Chairman

<u>Warrant #</u>	<u>Vendor Name</u>	<u>Amount</u>
49138	ALEXANDER PARK DISTRICT	92.72
49139	ALEXANDER RURAL FIRE DISTRICT	824.08
49140	ALEXANDER SCHOOL DIST. #2	29,496.22
49141	ALEXANDER TWP.	4,520.96
49142	ANTELOPE CR. TWP.	3,191.39
49143	ARNEGARD PARK DISTRICT	935.98
49144	ARNEGARD RURAL FIRE PROTECTION DIST.	496.54
49145	ARNEGARD TWP.	8,346.83

49146	ARNEGARD/CITY OF	11,499.46
49147	BLUE BUTTES TWP.	5,114.98
49148	CHARBON TWP.	5,435.14
49149	EARL SCHOOL DIST. #18	14.43
49150	ELM TREE TWP.	11,583.16
49151	GRAIL TWP.	2,285.45
49152	GRASSY BUTTE FIRE DISTRICT	140.71
49153	HAWKEYE TWP.	3,467.88
49154	HORSE CREEK SCHOOL DIST. #32	126.41
49155	KEENE TWP.	5,486.66
49156	MCKENZIE CO. FIRE PROT. DIST.	3,081.46
49157	MCKENZIE CO. HISTORICAL SOCIETY	268.76
49158	MCKENZIE CO. SD#1	170,947.57
49159	MCKENZIE SOIL CONS. DIST.	2,556.58
49160	ND STATE TREASURER	15,630.17
49161	NEW TOWN PUBLIC SCHOOL DIST.	40,706.52
49162	NEW TOWN RURAL AMBULANCE DIST.	132.34
49163	NEW TOWN RURAL FIRE DEPT.	132.34
49164	RANDOLPH TWP.	2,212.15
49165	RIVERVIEW TWP.	24,119.88
49166	SIOUX TWP.	5,509.26
49167	SIOUX-YELLOWSTONE RURAL FIRE DIST.	241.22
49168	TRI TWP	16,081.71
49169	TWIN VALLEY TWP.	33,169.86
49170	UPPER MISSOURI DIST. HEALTH UNIT	1,050.57
49171	WATFORD CITY MUNICIPAL AIRPORT	451.87
49172	WATFORD CITY PARK DISTRICT	11,338.37
49173	WATFORD CITY/CITY OF	36,472.35
49174	WILLISTON FIRE PROTECTION DISTRICT	3.24
49175	YELLOWSTONE SCHOOL DISTRICT #14	2,954.27
49176	YELLOWSTONE TWP.	10,319.78
49177	WATFORD CITY/CITY OF	211,315.96
233011	ACME TOOLS	59.98
233012	ADVANCED BUSINESS METHODS	9,505.50
233013	ALEXANDER/CITY OF	800,000.00
233014	AMAZON CAPITAL SERVICES	2,689.30
233015	AMAZON/SYNCB	216.90
233016	ANOVA FAMILY HEALTH CENTER	2,931.00
233017	APCO INTERNATIONAL	1,795.00
233018	APPLIED CONCEPTS	18,750.00
233019	AQUA CHEM	1,315.00
233020	ARROWHEAD SCIENTIFIC INC	902.47
233021	BADLANDS EDGE PAINTING LLC	2,874.00
233022	BAKER & TAYLOR	864.99
233023	BALCO UNIFORM COMPANY, INC.	793.51
233024	BOB BARKER COMPANY INC	91.75
233025	BOGUE/KAYLEY J	140.00
233026	BOLKEN/DOUGLAS	3,124.00
233027	BORDER STATES ELECTRIC	105.15

233028	BOSS OFFICE & COMPUTER PRODUCTS	848.32
233029	BUTTONS BY FISH	455.00
233030	C & D WATER SERVICES	51.00
233031	C.E. BROOKS & ASSOCIATES,P.C.	5,686.00
233032	C.E. BROOKS & ASSOCIATES,P.C.	11,781.00
233033	CDW-G GOVERNMENT	394.05
233034	CHARLIE'S SERVICE, LLC	50.49
233035	CIM SANITARY TECH	7,500.00
233036	CODE RED TOWING LLC	437.50
233037	DAKOTA BUSINESS SOLUTIONS	265.99
233038	DAKOTA FIRE PROTECTION, INC	1,450.00
233039	DASH MEDICAL GLOVES	1,105.50
233040	DAWA DEVELOPMENT, LLC	76.00
233041	DIRTY BIRDS, LLC	6,825.00
233042	DTE,INC.	284.78
233043	EATON TOWING/RECOVERY	312.50
233044	ECOLAB PEST ELIMINATION DIV.	127.00
233045	ELECTION SYSTEMS & SOFTWARE	4,083.96
233046	FARMERS UNION OIL COMPANY	1.09
233047	FASTENAL COMPANY	1,611.38
233048	FIRST INTERNATIONAL BANK & TRUST	4,448.55
233049	FLECK/WILLIAM	103.50
233050	G & G GARBAGE LLC	947.50
233051	GALLAGHER BENEFIT SERVICES INC.	400.00
233052	GRAINGER	285.21
233053	HEGGEN EQUIPMENT CO.	9,416.56
233054	HERO INDUSTRIES	1,300.00
233055	HYSTAD/CRAIG	31.40
233056	INTOXIMETERS	180.00
233057	ISIGHT RPV SERVICES	7,770.00
233058	JACK & JILL	41.67
233059	JOHNSON & SUNDEEN	5,275.00
233060	KLJ ENGINEERING, LLC	39,280.00
233061	LINEX OF WILLISTON INC	2,086.82
233062	LUND OIL, INC.	2,241.51
233063	MARCO TECHNOLOGIES LLC	510.59
233064	MCCODY CONCRETE PRODUCTS, INC	6,349.06
233065	MCKENZIE CO. TREASURER	15.00
233066	MEDLINE INDUSTRIES, INC	26.82
233067	MENARD, INC.	660.79
233068	MEUCHEL COMPUTER SERVICES & OFFICE SUPP	16.04
233069	MOBERG/JOHN	672.00
233070	MOUNTAIN PLAINS LLC	18,253.50
233071	NATIONAL SHERIFFS' ASSOCIATION	68.00
233072	ND ASSN. OF COUNTIES	33,164.50
233073	ND COUNTY COMMISSIONERS ASSN.	2,107.00
233074	ND DEPT. OF TRANSPORTATION	18.00
233075	ND STATE RADIO COMMUNICATIONS	38,535.00
233076	NEHRING LAW OFFICE	140.00

233077	NEWMAN/DUSTIN B	129.50
233078	NORDBY JR/DOUG M	300.00
233079	NORTH DAKOTA GUARANTY & TITLE CO	50,000.00
233080	NORTHERN HEAVY DUTY TRUCK PARTS	610.70
233081	NORTHERN IMPROVEMENT CO.	213.75
233082	NORTHERN PLAINS INN, LLC	1,799.70
233083	NOVA ENERGY, LLC	524.00
233084	O K IMPLEMENT CO.	288.99
233085	O.K. TIRE STORE, INC	4,516.00
233086	OLSON/JEREMY	27.60
233087	PENNINGTON/GREG	82.50
233088	PETERBILT OF FARGO	157.40
233089	PRAXAIR	439.42
233090	PRO FORMS	102.64
233091	RDO EQUIPMENT CO. - FARGO	1,589.48
233092	RESERVATION TELEPHONE CO-OP	255.99
233093	ROGER NEW	625.00
233094	SCOFIELD/JESSIE	5,945.99
233095	SELLAND CONSTRUCTION, INC	50,475.79
233096	STEIN'S INC.	2,910.61
233097	STREICHER'S	74.98
233098	SUMMIT FOOD SERVICE, LLC	8,136.28
233099	SUNDRE SAND & GRAVEL, INC.	81,156.49
233100	SWANSTON EQUIPMENT CO.	2,057.65
233101	SWIGART/CHANTEL	25.00
233102	TASC-CLIENT SERVICES	2,278.72
233103	TERAFLEX GROUP LLC	281,129.62
233104	THE NATIONAL ASSOC. OF FLEET ADMIN.	499.00
233105	THORGRAMSON/RENEE	129.50
233106	TIMBER AUTO BODY	660.20
233107	TITANIUM PLUMBING	97.71
233108	TOOZ CONSTRUCTION, INC.	48,500.00
233109	TRIANGLE R ENTERPRISES	9,500.00
233110	ULTEIG	113,151.00
233111	UNITED RENTALS INC	973.90
233112	VEEDER/EUGENE	103.50
233113	VOGEL LAW FIRM	138.00
233114	WEST RIVER STRIPING CO.	6,365.00
233115-233135	PAYROLL - DECEMBER 10, 2020	810,161.23
233136	ALEXANDER/CITY OF	116.00
233137	ARMSTRONG SANITATION	628.00
233138	CENTURY LINK	180.19
233139	CONSOLIDATED TELCOM	97.13
233140	INFORMATION TECHNOLOGY DEPT.	6,412.75
233141	LYREC	117.13
233142	MCKENZIE COUNTY RURAL WATER	213.31
233143	MCKENZIE ELECTRIC CO-OP INC.	7,990.03
233144	MONTANA DAKOTA UTILITIES CO.	25,090.92
233145	NEMONT	28.50

233146	RESERVATION TELEPHONE CO-OP	9,739.59
233147	SOUTHWEST WATER AUTHORITY	49.00
233148	VERIZON/ACCT 342033315-01	3,320.02
233149	VERIZON/ACCT 842030146-01	4,231.46
233150	WATFORD CITY WATER DEPT./CITY OF	8,336.48
233151	ALEXANDER/CITY OF	337.38
233152	GARRISON DIVERSION CONSERVANCY DIST.	1,278.32
233153	L. YELLOWSTONE IRRIG. DIST. #2	90.72
233154	MCKENZIE CO. AMBULANCE SERVICE	1,987.54
233155	YELLOWSTONE SCHOOL DISTRICT #14	962.72
233156	ACCUSOURCE INC.	338.82
233157	ACKERMAN-ESTVOLD	19,198.75
233158	ADVANCED BUSINESS METHODS	1,495.07
233159	ADVANCED ENG. & ENVIRONMENTAL SERV.,INC.	48,969.17
233160	ADVANTAGE EMBLEM, INC	166.25
233161	AGENCY MABU	5,755.00
233162	AGRI INDUSTRIES, INC.	918.86
233163	ALEXANDER/CITY OF	634,782.77
233164	ALPPERSPACH/PATRICIA	1,125.00
233165	AMAZON CAPITAL SERVICES	4,177.52
233166	AMERICAN LEGION	203.00
233167	AMERICAN WELDING & GAS	32.55
233168	ANDREW S. MARQUART, ATTORNEY AT LAW	198.00
233169	ARMOR INTERACTIVE	50,307.93
233170	AUTO VALUE	760.00
233171	AVI SYSTEMS, INC.	500.00
233172	BADLANDS EDGE PAINTING LLC	2,874.00
233173	BADLANDS HARDWARE	585.26
233174	BADLANDS OCCUPATIONAL TESTING SERVICES	114.00
233175	BAHR/ALBERT	25.00
233176	BAKER & TAYLOR	294.39
233177	BALCO UNIFORM COMPANY, INC.	16,565.28
233178	BARRETT PHARMACY	9.02
233179	BECKER/BARBARA J.	500.00
233180	BEICEGEL STATION	677.49
233181	BIG BOYS TOYS	32.97
233182	BIG STATE INDUSTRIAL SUPPLY, INC	308.94
233183	BLUE TARP FINANCIAL, INC.	418.59
233184	BORDER STATES ELECTRIC	1.03
233185	BOSS OFFICE & COMPUTER PRODUCTS	1,764.75
233186	BRADY'S ROADSIDE SERVICE	625.00
233187	BURNS & MCDONNELL	58,150.94
233188	BUTTONS BY FISH	965.39
233189	C & D WATER SERVICES	83.00
233190	C.E. BROOKS & ASSOCIATES,P.C.	3,265.39
233191	C.E. BROOKS & ASSOCIATES,P.C.	6,252.50
233192	CASCADE AUTO GLASS	944.00
233193	CDW-G GOVERNMENT	1,381.48
233194	CENTRAL SPECIALTIES INC.	126,672.15

233195	CERTIFIED POWER. INC	1,896.34
233196	CIVIL SCIENCE INFRASTRUCTURE, INC.	34,847.76
233197	CLOCK/LLOYD	150.00
233198	CODE RED TOWING LLC	577.50
233199	COPPERHEAD OILFIELD SERVICES LLC	10,722.75
233200	CORE & MAIN	11,444.63
233201	CORPORATE TRANSLATION SERVICES, INC	1.43
233202	COUNTIES PROVIDING TECHNOLOGY	2,947.03
233203	CROSS/ROBERT	40.60
233204	D & J EQUIPMENT SALES & SERVICE,LLC	300.75
233205	DAWA DEVELOPMENT, LLC	882.00
233206	DEALERS ELECTRICAL SUPPLY	234.24
233207	DEANS BULK SERVICE, INC	3,870.50
233208	DIRTY BIRDS, LLC	2,850.00
233209	DMC WEAR PARTS LLC	40,117.80
233210	DONE RIGHT THE FIRST TIME	1,632.00
233211	DTE,INC.	3,940.36
233212	E & M SERVICES	523.20
233213	ECOLAB PEST ELIMINATION DIV.	885.61
233214	ELECTRICAL INSTALLATION & MAINTENANCE	2,388.37
233215	FARMERS UNION OIL COMPANY	20,342.98
233216	FASTENAL COMPANY	1,860.30
233217	FCI CONSTRUCTORS, INC.	211,462.35
233218	FINSAAS/DARRELL	49.88
233219	FIRST INTERNATIONAL BANK & TRUST	1,925.00
233220	GENE'S TREE SERVICE	3,965.00
233221	GRONOS/JEFF	16.24
233222	H.A. THOMPSON & SONS,INC.	17,765.00
233223	HANSEN DIESEL & AUTOMOTIVE	1,100.86
233224	HDR ENGINEERING, INC	20,869.34
233225	HEARTLAND CONSULTING GROUP, LLC	14,641.00
233226	HECK BUILT LLC	59,702.00
233227	HEGGEN EQUIPMENT CO.	9,517.76
233228	HELLANDSAAS/MARCIA	290.00
233229	HIGGINS/AMBER	52.63
233230	HILL ENTERPRISES	1,114.74
233231	HOME OF ECONOMY	423.88
233232	HONSTEIN/MARK	37.41
233233	HUUS/CURT	150.00
233234	ICON ARCHITECTURAL GROUP	47,108.25
233235	INGRAM/MAX	187.59
233236	INSIDE THE TAPE LLC	750.00
233237	INTERACTIVE DATA, INC	51.00
233238	INTERNATIONAL ASSOC OF ASSESSING OFFICER	220.00
233239	IRWIN/JOHN	129.38
233240	JJ ELECTRIC LLC	22,488.37
233241	KADIR/PEYMAN O	89.00
233242	KIESLER POLICE SUPPLY INC	3,483.00
233243	KIESON/CAROL	552.00

233244	KITAGAWA/BENJI KURT	3,666.67
233245	KLJ ENGINEERING, LLC	7,277.22
233246	KOHLER COMMUNICATIONS, INC.	32,380.89
233247	KOTANA COMMUNICATIONS, INC.	346.31
233248	LARSEN SERVICE DRUG, INC.	383.90
233249	LEO/DEVAN	55.20
233250	LEWIS/JAY	13.92
233251	LINK COMPUTER CORPORATION	563.75
233252	LOREN YOUNG INC	400.00
233253	LUND OIL, INC.	16,573.74
233254	LYNN CARD COMPANY	129.00
233255	MCCABE/THOMAS	306.43
233256	MCKENZIE CO. FARMER	3,132.44
233257	MCKENZIE CO. TREASURER	920,520.40
233258	MCKENZIE COUNTY RURAL WATER	48,980.92
233259	MCKENZIE ELECTRIC CO-OP INC.	123,114.26
233260	MCKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	6,055.89
233261	MCNANEY/CHARLES	42.92
233262	MEDEIROS/KRISTINE	16.85
233263	MEDLINE INDUSTRIES, INC	219.68
233264	MEUCHEL COMPUTER SERVICES & OFFICE SUPP	12.00
233265	MOBERG/JOHN	31,698.00
233266	MONTANA DAKOTA UTILITIES CO.	37.07
233267	ND ASSN. OF CO. ENGINEERS	275.00
233268	ND DEPT. OF ENVIRONMENTAL QUALITY	600.00
233270	ND DEPT.OF CORRECTIONS & REHABILITATION	75.00
233271	ND OFFICE OF THE ATTORNEY GENERAL	4,455.00
233272	ND PLANNING ASSOCIATION	200.00
233273	ND TOWNSHIP OFFICERS ASSN.	2,500.00
233274	NEHRING LAW OFFICE	455.00
233275	NELSON CONTRACTING CO.	362.50
233276	NORTH DAKOTA GUARANTY & TITLE CO	3,009.06
233277	NORTHERN HEAVY DUTY TRUCK PARTS	65.95
233278	NOVA FIRE PROTECTION, INC.	575.00
233279	NOVAK/LARRY	35.96
233280	O K IMPLEMENT CO.	2,579.47
233281	O.K. TIRE STORE, INC	430.78
233282	O'DAY EQUIPMENT, LLC	1,758.82
233283	OLSON/DOUG	4,530.68
233284	OLSON/HUNTER	5,311.35
233285	PAYSTUBZ	1,975.67
233286	PEACE OFFICERS STANDARDS & TRAINING	270.00
233287	PETERBILT OF FARGO	174.60
233288	PHARMCHEM. INC.	485.35
233289	PRAXAIR	771.71
233290	PRO AUTO BODY, LLC	2,409.89
233291	PRO FORMS	86.24
233292	PUMP & METER SERVICE	5,322.49
233293	QUADIENT FINANCE USA, INC.	2,000.00

233294	QUADIENT LEASING USA, INC.	2,292.09
233295	QUALITY INN BISMARCK	864.00
233296	QUEEN CITY MOTORS INC.	140.00
233297	RDO EQUIPMENT CO. - FARGO	6,816.07
233298	RECORD KEEPERS LLC	77.00
233299	RED ROCK FORD	197.74
233300	RESERVATION TELEPHONE CO-OP	420.91
233301	ROGER NEW	187.50
233302	SANFORD HEALTH	846.00
233303	SAX MOTOR CO	5,348.51
233304	SCHOCK'S SAFE & LOCK SERVICE INC.	1,029.95
233305	SCHROEDER/MALISSA M.	350.00
233306	SCHWARTZ CONSTRUCTION INC./EDWARD H	368,880.06
233307	SINCLAIR CYBERNETICS, LLC	4,537.50
233308	SRF CONSULTING GROUP, INC	24,913.73
233309	STEIN'S INC.	976.44
233310	STENBERG/DANIEL	471.53
233311	STUTSMAN COUNTY AUDITOR	152.00
233312	SUBSURFACE, INC	52,000.00
233313	SUMMIT FOOD SERVICE, LLC	7,704.49
233314	THE MOSS GROUP, INC	250.00
233315	THOMSON REUTERS-WEST	362.28
233316	TRACTOR & EQUIPMENT CO.	530.42
233317	ULTEIG	3,501.00
233318	UNIFORM CENTER	1,192.94
233319	UNITED QUALITY COOPERATIVE	2,285.47
233320	US BANK NA DBA VOYAGER FLEET SYSTEMS	10,850.72
233321	VALLI INFORMATION SYSTEMS, INC	684.12
233322	VERIZON CONNECT FLEET USA LLC	96.00
233323	VOGEL LAW FIRM	2,996.00
233324	WARNE CHEMICAL & EQUIPMENT CO.	3,318.37
233325	WATFORD CITY LUMBER	3.38
233326	WAWSA	573,085.81
233327	WENCK ASSOCIATES INC.	191.50
233328	WESTLIE MOTOR CO.	613.67
233329	WESTWIND CONSULTING CENTER, INC	425.00
233330	WISNESS/BEAU JOHN	18,165.55
233331	WISNESS/BRETT	3,323.50
233332	WISNESS/CHASE	4,087.97
233333	WISNESS/MILO	7,493.22
233334	WOLF RUN VILLAGE	400,000.00
233335	ZAMAN/SAQIB	2,240.00
233336	ND DEPT. OF TRANSPORTATION	78,588.63
233337	ND DEPT. OF TRANSPORTATION	24.00
233338-233355	PAYROLL - DECEMBER 24, 2020	796,213.52

RESOLUTION NO. 2020 - 01
Resolution to Purchase Real Property

WHEREAS, the County of McKenzie County having found that necessary to purchase said properties; and WHEREAS the County believes it is in its best interest to control those properties,

NOW, THEREFORE, BE IT RESOLVED McKenzie County will purchase from the Peter A. Skedsvold Living Trust, the property located within McKenzie County, North Dakota more specifically described as follows:

Approximately 46.18 acres, more or less, being located in Sections 7& 8, Twp. 150N, Range 101W, McKenzie County, North Dakota, described as:

NE1/4NE1/4, excepting IT #2831 and IT #2781 (Parcel ID No.796524500) and document #322019, in section 7, and;

All that portion of NW1/4NW1/4 lying west of the western US Highway 85 Right of Way line, and south of the 29th St NW southern Right of Way line, excepting IT #3133 of Township 150N, Range 101W, Section 8, and;

IT #3133 of the NW1/4NW1/4 (Parcel ID No. 796524590), in section 8, including all rights and appurtenances pertaining to the Subject Property and all improvements and fixtures located thereon.

Further, the Chairman (_____) of the Board of County Commissioners, and/or the McKenzie County Auditor Erica Johnsrud may take the necessary actions to facilitate the closing on the property. This includes granting Chairman (_____) signature authority to sign all documents related to the purchasing and closing on the property.

The above resolution was introduced and passed at a meeting of the McKenzie County Board of County Commissioners on the _____ day of _____, 20____, by the following vote: _____ moved and _____ seconded the adoption of this resolution. On roll call vote of the Board members, the following Board Members voted "AYE": _____ and the following Board members voted "NAY" : _____ . Absent and not voting: _____ .

ENACTED by the McKenzie County Board of County Commissioners McKenzie County, North Dakota, on the _____ day of _____, 20____.

McKenzie County Board of County Commissioners

_____, Chairman

ATTEST:

Erica Johnsrud, McKenzie County Auditor

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN	
	1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.	
	6. FILE NUMBER: W20-0598	7. LOAN NUMBER:
8. MORTGAGE INS CASE NUMBER:		

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*
1.0 3/98 (W20-0598 / 61)

D. NAME AND ADDRESS OF BUYER: MCKENZIE COUNTY, NORTH DAKOTA	E. NAME AND ADDRESS OF SELLER: PETER A. SKEDSVOLD LIVING TRUST UDT SEPTEMBER 10, 2012 3162 Hwy 85 N Alexander, ND 58831	F. NAME AND ADDRESS OF LENDER: N/A Cash
G. PROPERTY LOCATION: Alexander, ND 58831 McKenzie County, North Dakota NENE less IT #2831, IT #2781, & IT #1947, 7-150-101 NWN, N2NW, less IT #2059 & IT #3133, 8-150-101 IT #3133 por NW, 8-150-101	H. SETTLEMENT AGENT: 45-0249312 NORTH DAKOTA GUARANTY AND TITLE CO. PLACE OF SETTLEMENT: 340 North Main ST, Ste. 3C/PO Box 510 Watford City, ND 58854	I. SETTLEMENT DATE: December 4, 2020 DISBURSEMENT DATE: December 4, 2020

J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	507,980.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	4,064.00
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	512,044.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	10,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Funds being paid directly from County to Seller	497,980.00
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes 01/01/20 to 12/04/20	1,054.94
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	509,034.94
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	512,044.00
302. Less amount paid by/for Buyer (Line 220)	(509,034.94)
303. CASH FROM BUYER	3,009.06

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	507,980.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	507,980.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	470.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. Dep. retained by sellers	10,000.00
507.	
508. Funds being paid directly from County to Sell	497,980.00
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes 01/01/20 to 12/04/20	1,054.94
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	509,504.94
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	507,980.00
602. Less reductions due Seller (Line 520)	(509,504.94)
603. CASH FROM SELLER	1,524.94

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer
 MCKENZIE COUNTY, NORTH DAKOTA
 BY: _____

Seller
 PETER A. SKEDSVOLD LIVING TRUST UDT SEPTEMBER 10, 2012
 BY: _____
 PETER A. SKEDSVOLD
 TRUSTEE
 BETH M. SKEDSVOLD LIVING TRUST UDT SEPTEMBER 10, 2012
 BY: _____
 BETH M. SKEDSVOLD
 TRUSTEE

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

 NORTH DAKOTA GUARANTY AND TITLE CO., Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price			\$	@	%		
<i>Division of Commission (line 700) as Follows:</i>							
701.	to						
702.	to						
703.	Commission Paid at Settlement						
704.	to						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN							
801.	Loan Origination Fee	%	to				
802.	Loan Discount	%	to				
803.	Appraisal fee		to				
804.	Credit report		to				
805.	Lender's inspection fee		to				
806.	Mortgage insurance application fee		to				
807.	Assumption fee		to				
808.			to				
809.			to				
810.			to				
811.			to				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE							
901.	Interest From	12/04/20	to	01/01/21	@ \$	/day (28 days	%)
902.	Mortgage insurance premium	for	month	to			
903.	Hazard insurance premium	for	year	to			
904.		for	year	to			
905.			to				
1000. RESERVES DEPOSITED WITH LENDER							
1001.	Hazard insurance	Months	@ \$		per	Month	
1002.	Mortgage insurance	Months	@ \$		per	Month	
1003.	City property taxes	Months	@ \$		per	Month	
1004.	County taxes	Months	@ \$		per	Month	
1005.	Annual assessments	Months	@ \$		per	Month	
1006.		Months	@ \$		per	Month	
1007.		Months	@ \$		per	Month	
1008.		Months	@ \$		per	Month	
1100. TITLE CHARGES							
1101.	Settlement or closing fee	to	NORTH DAKOTA GUARANTY AND TITLE CO.			150.00	150.00
1102.	Abstract or title search	to	NORTH DAKOTA GUARANTY AND TITLE CO.			1,505.00	
1103.	Title examination	to					
1104.	Title insurance binder	to					
1105.	Document preparation	to	NORTH DAKOTA GUARANTY AND TITLE CO.				300.00
1106.	Notary fees	to					
1107.	Attorney's fees	to	JOHNSON & SUNDEEN			1,250.00	
	(includes above item numbers:)		
1108.	Owner's policy premium	to	NORTH DAKOTA GUARANTY AND TITLE CO.			1,139.00	
	(includes above item numbers:)		
1109.	Lender's coverage						
1110.	Owner's coverage		\$ 507,980.00		1,139.00		
1111.		to					
1112.		to					
1113.		to					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201.	Recording fees:	Deed		; Mortgage		; Releases	20.00
1202.	City/County tax/stamps:	Deed		; Mortgage			
1203.	State tax/stamps:	Deed		; Mortgage			
1204.	Record the Affidavit of Marketabl Title	to	NORTH DAKOTA GUARANTY AND TITLE CO.				20.00
1205.		to					
1300. ADDITIONAL SETTLEMENT CHARGES							
1301.	Survey	to					
1302.	Pest inspection	to					
1303.		to					
1304.		to					
1305.		to					
1400.	TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					4,064.00	470.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.
 Certified to be a true copy.

HUD-1, Attachment

Buyer: MCKENZIE COUNTY, NORTH
DAKOTA

Seller: PETER A. SKEDSVOLD LIVING
TRUST UDT SEPTEMBER 10, 2012
3162 Hwy 85 N
Alexander, ND 58831

BETH M. SKEDSVOLD LIVING
TRUST UDT SEPTEMBER 10, 2012
3162 Hwy 85 N
Alexander, ND 58831

Lender:

Settlement Agent: NORTH DAKOTA GUARANTY AND TITLE CO.
(701)842-3366

Place of Settlement: 340 North Main ST, Ste. 3C/PO Box 510
Watford City, ND 58854

Settlement Date: December 4, 2020

Disbursement Date: December 4, 2020

Property Location: Alexander, ND 58831
McKenzie County, North Dakota
NENE less IT #2831, IT #2781, & IT #1947, 7-150-101

NWNE, N2NW, less IT #2059 & IT #3133, 8-150-101

IT #3133 por NW, 8-150-101

NDSU NORTH DAKOTA STATE UNIVERSITY

December 3, 2020

To: Marcia Hellandsaas

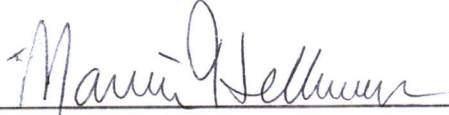
From: Jim Gray, West District Director

RE: 2021 Special Projects Stipend

You have built an effective Extension program in McKenzie County. In recognition of local market competition, you have been authorized to receive a \$3,078 special projects stipend in 2021. The stipend will be fully funded by McKenzie County.

NDSU will include the salary stipend in your bi-monthly paycheck. McKenzie County will be billed for salary and applicable taxes and benefits. The stipend expense will be billed quarterly to McKenzie County as follows: January 1 through March 31, April 1 to June 30, July 1 to September 30, and October 1 through December 31.

By your signature below, you acknowledge that this stipend is granted for 2021. This stipend is not a permanent addition to your base salary and will be reevaluated annually by the McKenzie County Commission and NDSU Extension. If adequate county funds are not available, this stipend will cease, and your salary will revert back to your base Extension salary. The amount of the special projects stipend will also be reevaluated based on July 1, 2021 salary adjustments.

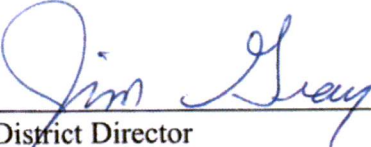


Extension Agent

12/07/20
Date

County Commission Chair or Representative

Date



District Director

12-3-2020
Date

Extension Director

Date

NDSU EXTENSION SERVICE | WEST DISTRICT OFFICE
2718 Gateway Ave | Suite 304 | Bismarck ND 58503
701.328.9715 | Fax 701.328.9721 | www.ag.ndsu.edu/extension

NDSU NORTH DAKOTA
STATE UNIVERSITY

December 3, 2020

To: Devan Leo

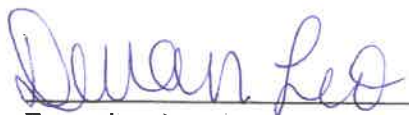
From: Jim Gray, West District Director

RE: 2021 Special Projects Stipend


You have built an effective Extension program in McKenzie County. In recognition of local market competition, you have been authorized to receive a \$4,296 special projects stipend in 2021. The stipend will be fully funded by McKenzie County.

NDSU will include the salary stipend in your bi-monthly paycheck. McKenzie County will be billed for salary and applicable taxes and benefits. The stipend expense will be billed quarterly to McKenzie County as follows: January 1 through March 31, April 1 to June 30, July 1 to September 30, and October 1 through December 31.

By your signature below, you acknowledge that this stipend is granted for 2021. This stipend is not a permanent addition to your base salary and will be reevaluated annually by the McKenzie County Commission and NDSU Extension. If adequate county funds are not available, this stipend will cease, and your salary will revert back to your base Extension salary. The amount of the special projects stipend will also be reevaluated based on July 1, 2021 salary adjustments.



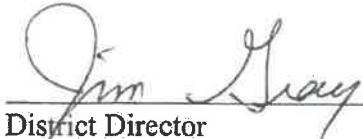
Extension Agent



Date

County Commission Chair or Representative

Date



District Director



Date

Extension Director

Date

NDSU EXTENSION SERVICE | WEST DISTRICT OFFICE
2718 Gateway Ave | Suite 304 | Bismarck ND 58503
701.328.9715 | Fax 701.328.9721 | www.ag.ndsu.edu/extension



December 4, 2020

Curt Huus, PE/LS
Planning and Zoning Director
1300 12th St SE, Ste 214
Watford City, ND 58854

Subject: Proposal for Professional Services for Fire Protection Plan Review, Compliance, and Inspections.

Dear Mr. Huus,

I am pleased to submit the following proposal for your consideration and approval.

Intent:

To provide professional plan reviews of fire protection submittal drawings prior to installation, verify code compliance, and support McKenzie County code and fire officials.

Plan reviews:

We will conduct plans reviews based on the following criteria.

- All submittal layouts, schematics, plans, hydraulic calculations, voltage calculations, interpretations, cut sheets, etc., would be sent by the contractors to McKenzie County in a legible PDF format and then forwarded to us.
- We will review the submittals, provide the review notes on our letterhead back to McKenzie County to utilize as they deem fit to cut and paste in part or whole, and send to contractors on McKenzie County or local AHJ letterhead.
- Plan reviews would follow NFPA, IFC, State, County, and Local expectations, and guideline requirements.
- No assumptions will be made during our plan reviews; plans will need to be complete per the requirements stated in NFPA unless otherwise stated, allowed, or adopted by local officials or AHJ. Plan reviews will be based on the information provided. Ultimately, installations are the responsibility of the installing contractor and will need to comply with NFPA and or IFC standards with no regard to the review and notes.
- Reviews will follow our *Service Rates* for Plan Review as a basis for billing our time.
- Resubmittals, if a resubmittal is required, will follow our *Service Rates for Plan Resubmittal* as a basis for billing our time.
- If questions arise, if there is the need for clarification, or collaboration with contractors regarding a specific fire protection plan review is required, we will follow our *Service Rates for Plan Review* as a basis for billing our time.

Schedule:

- Plan reviews will be returned within five (5) business days of delivery or a mutually agreed upon time frame.

"Fire Sprinklers Save Lives"
3231 4TH AVE. S UNIT C
FARGO ND 58103
PHONE (701) 232-7008
FAX (701) 526-0705

ND Lic.# 52335 Class A

MN Lic. # C00023



On-Site Visits:

If you wish for us to assist you on site for inspections, commissioning, site verification, or instruction we will utilize our *Service Rates* for Travel Rate, Mileage, Overnight, Lodging, and Meals as a basis for billing our time.

Assumptions:

- There will be on average of 4 per reviews per month for both fire alarm and fire sprinkler, we acknowledge that this is a moving target and can increase or decrease depending on many factors.
- From a budgetary standpoint each review should not take more than 8 hours per review.

Payment:

We propose to be compensated for our services on an hourly basis and will be based on our *Service Rates* for all and actual time expended to conduct the reviews. We will bill once per month on the 1st of the month for the month prior. Terms are net 30.

Service Rates:

- Plan Review rate \$80.00 per hour.
- Plan Resubmittal rate \$80.00 per hour.
- Travel Rate \$80.00 per hour.
- Mileage – Current IRS guidelines.
- Overnight Lodging billed at cost.
- Meals billed at cost.

Sincerely,
Allied Fire Protection



Marc Haug, SET
President

ACCEPTED:

(signature)

Name _____

Title _____

Date _____

"Fire Sprinklers Save Lives"

3231 4TH AVE. S UNIT C
FARGO ND 58103
PHONE (701) 232-7008
FAX (701) 526-0705



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. DEFINITIONS

In these General Terms and Conditions for Professional Services (hereinafter referred to as "General Terms and Conditions") the following definitions shall apply: "Agency" means McKenzie County. "Contract" means the written agreement relating to the provision of Services entered into by the Agency and the Contractor and includes these General Terms and Conditions. "Contractor" means the legal entity named in the Contract and with whom the Contract has been entered, or its successors. "Parties" means the Contractor and the Agency collectively, and "Party" means either one of them. "Services" means any service provided, or to be provided, to the Agency by the Contractor (or any of the Contractor's sub-contractors) pursuant to or in connection with the Contract.

2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Agency. Neither the Contractor, and any subcontractor, nor any of their personnel shall be considered to be employees or agents of the Agency.

3. PAYMENT TERMS

(a) The Agency shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon the Agency's acceptance of the work specified in the Contract. (b) The prices shown in the Contract cannot be increased except by express written agreement by the Agency. The Agency will not pay any charge for late payment unless expressly agreed to in writing.

4. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES AND ASSIGNMENT OF PERSONNEL

The Contractor shall supervise and be responsible for the professional and technical competence of its employees and shall select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

5. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to the Agency in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Agency and shall fulfill its commitments with the fullest regard to the interests of the Agency.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of the Agency. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.

7. ASSIGNMENT AND INSOLVENCY

(a) The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of the Agency. (b) Should the Contractor become insolvent, adjudged bankrupt, or should control of the Contractor change by virtue of insolvency, the Agency may, without prejudice to any other rights or remedies, immediately terminate the Contract by giving the Contractor written notice of termination.

8. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval of the Agency for all such subcontractor(s). The Agency's approval of a subcontractor shall not relieve the Contractor of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

9. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense to the extent of its negligence the Agency, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation, product liability and to liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

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PHONE (701) 232-7008
FAX (701) 526-0705



10. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain all appropriate workers compensation insurance, general liability insurance, and errors and omissions insurance or its equivalent, with respect to its employees to cover claims for personal injury, bodily injury or death arising from or in connection with the implementation of the Contract. (b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract. (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from or in connection with the implementation of the Contract or from the operation of any vehicles, and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors performing work or services in connection with the Contract.

11. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the Contract.

12. CONFIDENTIALITY

(a) All technical, financial or other documentation and data the Contractor compiled for or received from the Agency under the Contract shall be treated as confidential and shall be delivered only to the Agency's authorized officials on completion of the work or services or as requested by the Agency. (b) The Contractor may not communicate at any time to any other person, Government or authority external to the Agency, any information known to it by reason of its association with the Agency which has not been made public except with the authorization of the Agency, nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the Contract.

13. USE OF NAME, EMBLEM, OR OFFICIAL SEAL OF THE AGENCY

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage that it is a Contractor of the Agency, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of the Agency or any abbreviation of the name of the Agency in connection with its business or otherwise, without the prior written approval by the Agency. These obligations do not lapse upon termination of the Contract.

14. FORCE MAJEURE

(a) Force majeure as used herein shall mean any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. (b) In the event of or as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Agency of such occurrence if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify the Agency of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with the Contractor's performance under the Contract. Upon receipt of the notice required under this Article, the Agency shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract. (c) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Agency shall have the right to terminate the Contract on the same terms and conditions as are provided for in Article 16 ("Termination") of these General Terms and Conditions, except that the period of notice may be seven (7) days instead of thirty (30) days.

15. AMENDMENT

Except as otherwise expressly provided in the Contract, the provisions of the Contract and the annexes thereto may be amended or supplemented only by means of a written agreement signed by all of the Parties or their authorized representatives.

16. TERMINATION

(a) The Agency may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Agency

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**JOINT POWERS AGREEMENT
BETWEEN THE CITY OF WATFORD CITY AND MCKENZIE COUNTY
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION TRANSPORTATION
ALTERNATIVES GRANT**

I. Parties, Authority, Purpose, Term

- A. This Joint Powers Agreement (“JPA” or “Agreement”) is entered into on the date of last approval by the parties below, by McKenzie County, a political subdivision of the State of North Dakota, (“County”), and the City of Watford City, a political subdivision of the State of North Dakota, (“City”) in order to define the City’s and County’s roles in the execution of the North Dakota Department of Transportation (“NDDOT”) Transportation Alternatives (“TA”) Grant.
- B. North Dakota Century Code Chapter 54-40.3, Chapter 11-27, and Article VII, Section 10 of the North Dakota Constitution provide the enabling authority for this JPA. If any term of this JPA is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible the rights and obligations of the City and the County are to be construed and enforced as if the JPA did not contain those invalidated terms.
- C. The County applied for a NDDOT TA Grant for the City of Watford City – 2nd Avenue SW Multi-Use Path Expansion Project (“Project”) on behalf of the City. At the time the application was submitted, the City was not part of the NDDOT Urban Roads Program, therefore the application had to be submitted through the County.
- D. The County has been awarded a TA Grant through the NDDOT for the Project as shown in Exhibit A. The Project is estimated to cost \$516,670.00. The estimated construction costs are \$423,500, not including construction engineering costs. Federal funds through the NDDOT have been obligated for the construction costs of the Project and shall not exceed 80.93

percent of the total eligible Project cost up to a maximum of \$200,000. The balance of the Project is the obligation of the County and the City. The Project is proposed to be constructed in 2022.

- E. The City agrees to comply with terms as established by NDDOT Contract No. 38200856 that was signed by the County on August 18th, 2020 and is included in Exhibit B.
- F. The local funding for the Project will be as follows:
 - a. The City will pay for preliminary and design services as needed to develop construction documents. The City will pay for the remaining construction costs as invoiced to the County from the NDDOT after the TA funds are distributed, along with costs incurred for construction engineering for the Project.
 - b. The County will pay the invoices from the NDDOT for the Project and the City will reimburse the County.

**The remainder of this page is intentionally left blank. Signatures of the parties are located
on the following page.**

II. Approval

This Joint Powers Agreement is approved by the **COUNTY OF MCKENZIE** by motion made on the ____ day of _____, 20__, by _____, seconded by _____, and approved on a vote of ____ ayes and ____ nays.

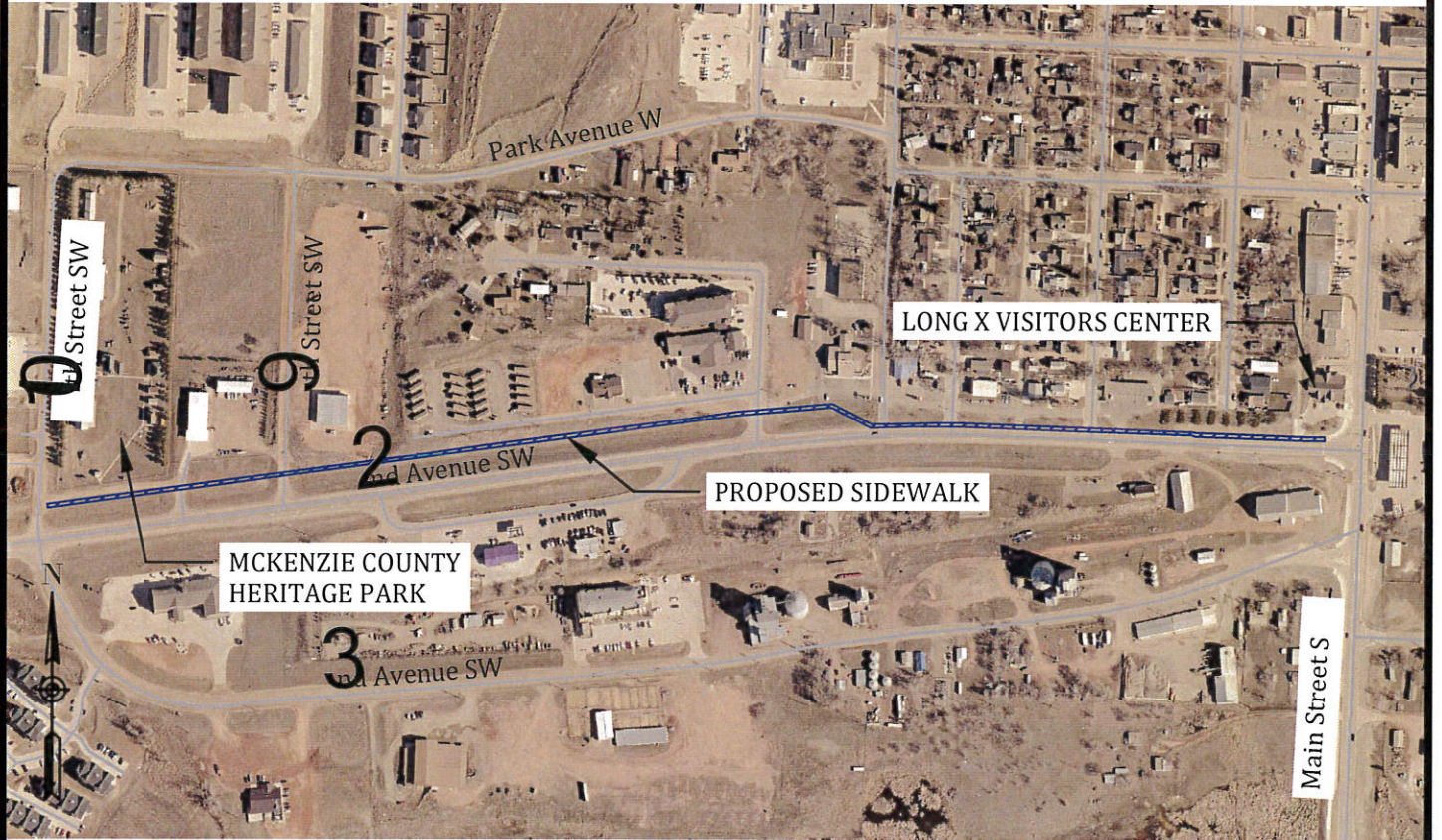
Tom McCabe
Chairman, Board of County Commissioners

Erica Johnsrud
County Auditor

This Joint Powers Agreement is approved by the **CITY OF WATFORD CITY** by motion made on the 5 day of October, 2020 by Devlin, seconded by Sanford, and approved on a vote of 5 ayes and 0 nays. Absent: Liebel

Philip K. Riely, Mayor

Peni Peterson, City Auditor



EXHIBIT

FOR INFORMATIONAL
PURPOSES ONLY

**NDDOT TAP Grant
2nd Avenue SW Sidewalk
Approximately 3500 LF**

**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: Wenger, Pamela J.

Telephone: 701-328-4787

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. TAC-7-085(119)952

LPA: McKenzie County

Location: WATFORD CITY 2ND AVE SW SHARED USE PATH

Type of Improvement: Multi-Use Path

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 McKenzie County, 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 80.93 percent of the total eligible project cost up to a maximum of \$200,000. The balance of the project is the obligation of the LPA.

Additional Funding Clause

N/A

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.



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.



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.



2. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
3. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
4. 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.
5. Provide maintenance to the completed project at its own cost and expense.
6. 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
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.



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

APPROVED:

Ty Skarda
CITY/STATES ATTORNEY (TYPE OR PRINT)
[Signature]
SIGNATURE
8-18-2020
DATE

LPA of McKenzie County
*
Thomas McCabe
NAME (TYPE OR PRINT)
Thomas McCabe
SIGNATURE
* Chairman BOCC
TITLE
8/18/2020
DATE

ATTEST:

Eric Johnson
AUDITOR (TYPE OR PRINT)
[Signature]
SIGNATURE
8/18/2020
DATE

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

APPROVED as to substance:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 9-19



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of McKenzie County 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: Road + Bridge funds reimbursed by City of Watford City

Executed at Watford City, North Dakota, the last date below signed.

ATTEST:

Erica Johnson
AUDITOR (TYPE OR PRINT)
[Signature]
SIGNATURE
08/18/2020
DATE

APPROVED:

LPA of McKenzie County
Thomas McCabe
NAME (TYPE OR PRINT)
[Signature]
SIGNATURE
* Chairman, BOCC
TITLE
08/18/2020
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 9-19



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.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.*).



Risk Management Appendix

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

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

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 11-19



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, 2020, to be considered in the current round of application reviews.**

1. McKenzie County hereby applies for a grant from the Court Facilities Improvement and Maintenance Fund.

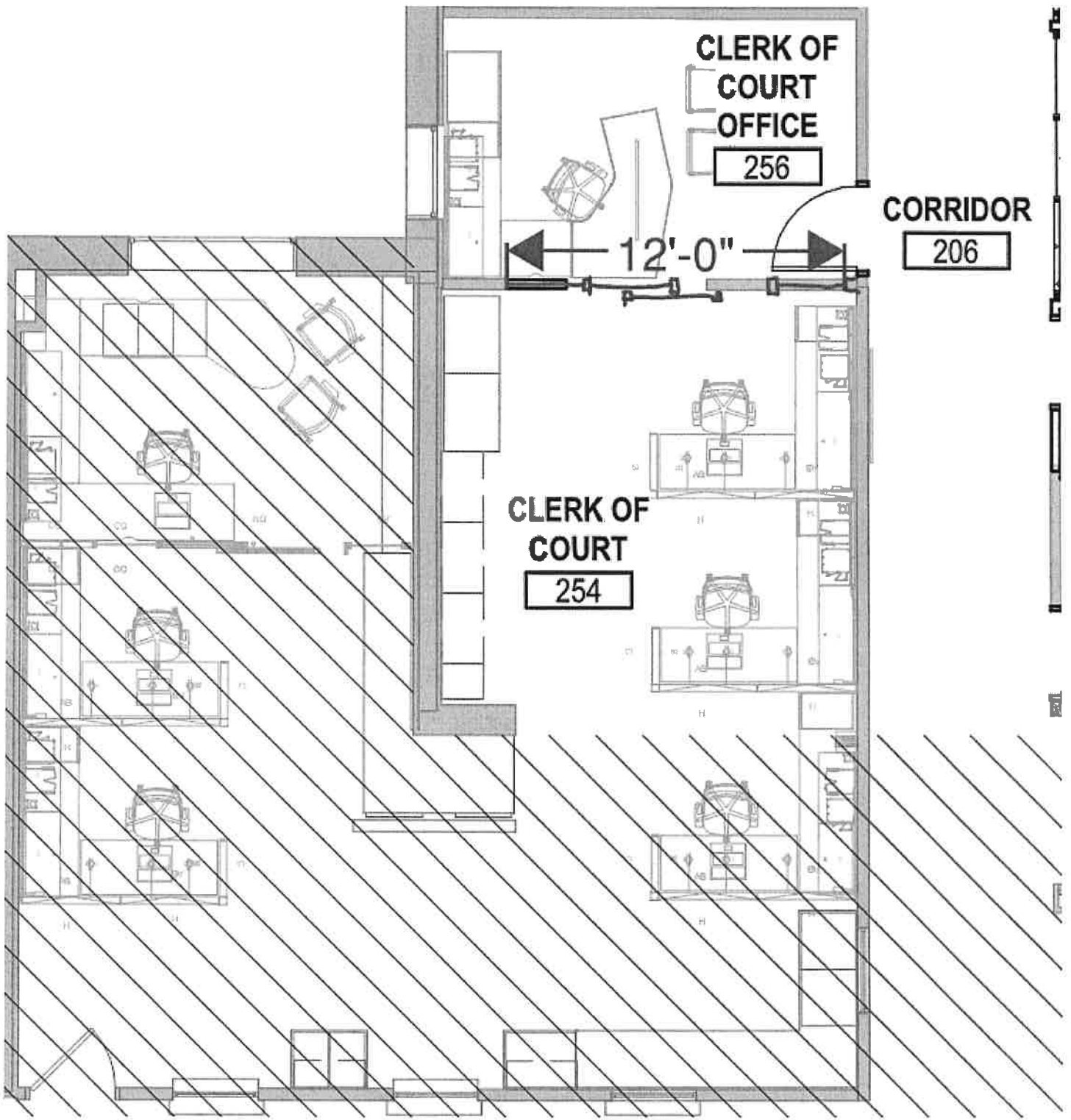
2. **Full** description of the improvement or maintenance project for which grant funds are requested (attach additional sheets if necessary - **include vendor estimates**):
Renovations to add an office to the clerk's space – will reconstruct the wall to mirror the clerk of court's office. This will provide additional space and privacy for the DCIII supervisor in the office. This will also open the office up to provide added space between staff.
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: \$3,400. **Itemized cost** (material, labor, other expenses): See attached.

4. County local funding contribution (must be at least 25% of the project's total cost): \$850. (**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: \$2,550 (est. total cost **minus** 25% county funds).

Chairman, _____ County Board of Commissioners



Snip below of the space as designed:

Director, Broadband Division
Rural Utilities Service
STOP 1599, Room 2868
1400 Independence Avenue, SW
Washington, DC 20250-1599

Dear Director:

I would like to express my full support of the Community Connect grant application for Missouri Valley Communications to provide broadband services to rural Williams and McKenzie County.

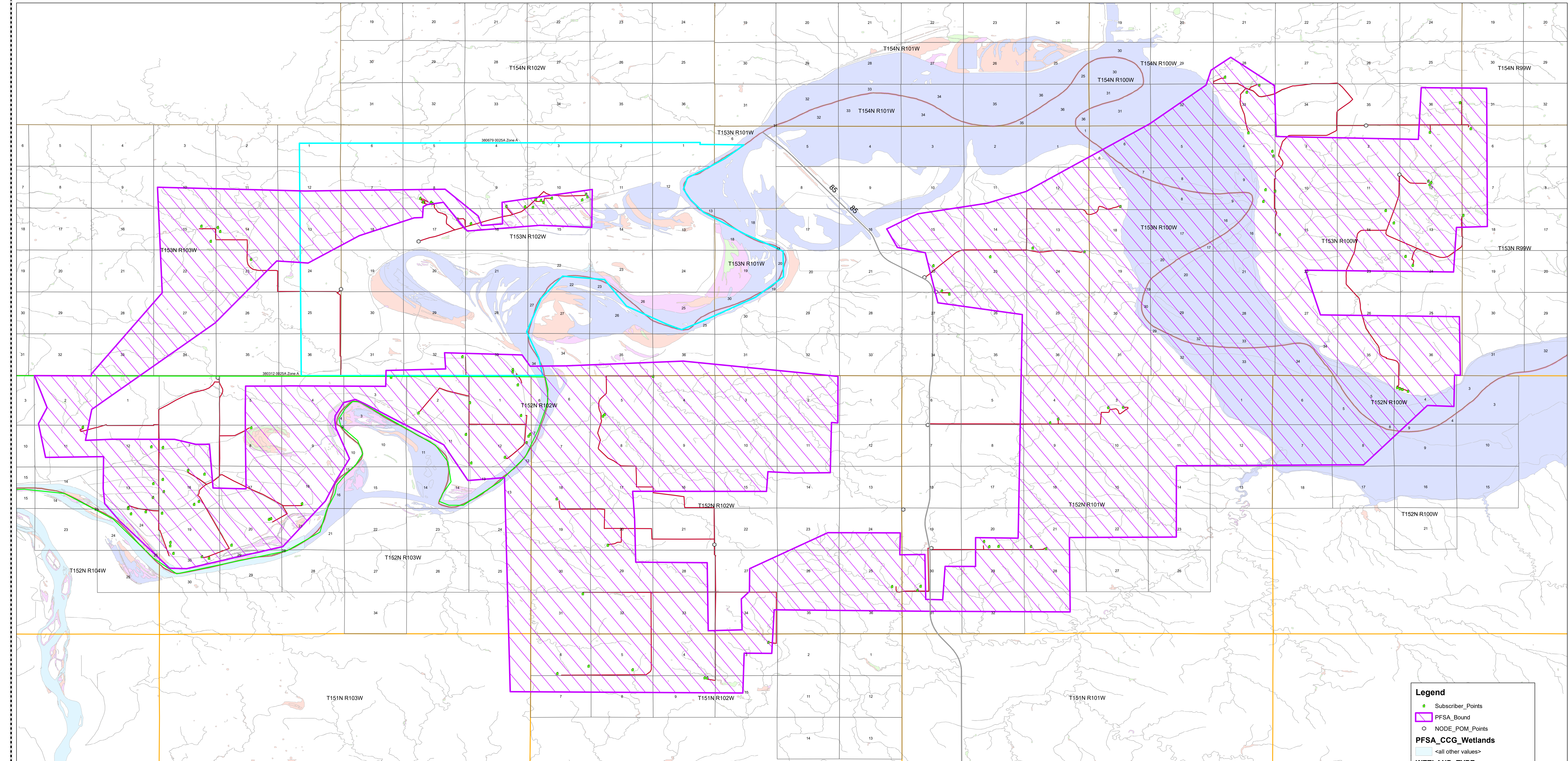
Because Missouri Valley Communications has a long and successful history of providing state-of-the-art broadband service at modern speeds to other rural communities and has a strong reputation for customer service and community commitment, we are confident in Missouri Valley Communications' capabilities of enhancing broadband service for our community.

Missouri Valley Communications will work with us to plan, develop, and hopefully implement this project in order to stimulate the demand for broadband, economic growth and job creation within our community. Without this grant to assist in this process, the residents and businesses in the proposed service area will be left un-served, without local access to broadband.

I strongly urge the RUS to fund this grant application, not only sustaining the future of broadband services in the Rural Williams and McKenzie County proposed service area, but also promoting the future economic stability of our community.

Sincerely,

Entity:
Address
City, State, Zip
Phone



Legend

- Subscriber_Points
- PFSA_Bound
- NODE_POM_Points
- PFSA_CCG_Wetlands**
- <all other values>
- WETLAND_TYPE**
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine



South Williston CCG



McKenzie County

Road Maintenance Agreement

THIS ROAD AGREEMENT (this "Agreement") is made and entered into, effective as of _____ day of _____, 20____ (the "Effective Date"), by and between MCKENZIE COUNTY, NORTH DAKOTA, a political subdivision established under the laws of the State of North Dakota, whose address is 201 5th Street, Suite 543, Watford City, North Dakota 58854 ("McKenzie County"), and _____, a private landowner in McKenzie County (Owner), whose address is _____, and legal description of the private driveway is _____ (Property).

RECITALS

WHEREAS, Owner is the owner of the Property described above and the private driveway leading up to the Property, which is depicted on Exhibit A attached hereto and incorporated herein;

WHEREAS, Owner requests McKenzie County to maintain the private driveway as McKenzie County's resources allows for;

WHEREAS, McKenzie County agrees to maintain Owner's private driveway as the McKenzie County's resources allows for;

WHEREAS, Owner recognizes and agrees this Agreement in no way creates any legal obligation for McKenzie County to maintain Owner's private driveway;

NOW, THEREFORE, for and in consideration of the mutual benefits of the Owner and McKenzie County contained herein, and for other good and valuable consideration Owner and McKenzie County agree as follows:

TERMS

1. **Access:** Owner hereby grants McKenzie County's Road Department access to said property and private driveway for the purposes of road maintenance.
2. **Road Maintenance:** For the purposes of this agreement road maintenance shall consist of blading the private driveway biannually and after major snow events as the McKenzie County Road Department's time and resources allow.
3. **Private Driveway:** For the purposes of this agreement road maintenance will only be preformed on residential private driveways. This may include main access points and

primary roadways leading into subdivisions, provided there is sufficient turnaround space for the equipment being used. Private driveways will not consist of oil field lease roads or roads used primarily for oil field services.

4. **Right to Refuse Private Driveway Maintenance:** McKenzie County reserves the right to refuse maintenance on any road if the McKenzie County Road Department's time and resources do not allow, there is not sufficient turnaround space for equipment, the maintenance of the road is dangerous or has the potential to damage property, or for any other reasonable reason.
5. **No Obligation:** Owner recognizes and agrees this Agreement in no way creates any legal obligation for McKenzie County to maintain Owner's private driveway. Road maintenance will be done as the McKenzie County Road Department's time and resources allow. If weather events or other priorities do not allow for the biannual blading and snow removal of said private driveway this agreement does not create a legal obligation for McKenzie County to do so. Nor does it give Owner any legal cause of action for McKenzie County's failure to maintain Owner's private driveway.
6. **Term:** The term of this Agreement shall commence upon the final required signature and shall expire on December 31st of the calendar year when it was executed.
7. **Termination:** McKenzie County reserves the right to terminate this Agreement without cause by giving 30 days written notice to the Owner.
8. **Release of Liability:** Owner, its agents, successors, and anyone on behalf of owner hereby releases and forever discharges McKenzie County from all claims related to this Agreement. This includes all claims and actions for any injury, loss, claims, actions, damages, liability, costs, and expenses including reasonable attorney's fees resulting from loss of life, personal or bodily injury, damage to property, or any other incident arising out of McKenzie County's maintenance or use of the road.
9. **Indemnification:** Owner agrees to indemnify, defend, and hold McKenzie County harmless from any injury, loss, claims, actions, damages, liability, costs, and expenses including reasonable attorney's fees resulting from loss of life, personal or bodily injury, damage to property, or any other incident arising out of McKenzie County's maintenance or use of the road. This indemnification and hold harmless shall also include any award of damages against McKenzie County for negligent, reckless, or intentional conduct of the County, its employees, or its agents.
10. **No Relationship or Agency:** Nothing in this Agreement creates or is intended to create an association, trust, partnership, joint venture or any other entity or similar legal relationship among the McKenzie County and Owner, or impose a trust, partnership or fiduciary duty, or similar obligation or liability on or with respect to any each Party. Furthermore, no Party is or shall act as or be the agent or representative of any other Party.
11. **Assignment:** Neither Party may convey its rights under this Agreement to another party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Subject to the preceding sentence, the terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties.

12. **Entire Agreement; Amendment:** This Agreement contains the entire agreement and understanding of the Parties as to the road maintenance and related activities as described herein, and supersedes, cancels, and terminates any prior understanding, either oral or written, express or implied, as may exist between the Parties concerning the road maintenance and related activities as described herein. This Agreement may be amended only by an instrument in writing executed by both Parties.

The remainder of this page is intentionally left blank. Signatures of the parties are located on the following page.

APPROVAL

This Road Maintenance Agreement is approved by the **COUNTY OF MCKENZIE** by motion made on the ___ day of _____, 2020 by _____, seconded by _____, and approved on a vote of _____ ayes and _____ nays.

Tom McCabe
Chairman, Board of County Commissioners

Erica Johnsrud
County Auditor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MCKENZIE)

On this _____ day of _____, 2020, before me, personally appeared _____ and the people that are described in, and who executed the within instrument and acknowledged to me that they executed e same.

Notary Public

Owner

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MCKENZIE)

On this _____ day of _____, 2020, before me, personally appeared _____ and the people that are described in, and who executed the within instrument and acknowledged to me that they executed the same.

Notary Public

December 15, 2020

Shenille Lillejord
Real Estate Specialist
Omaha District
U.S. Army Corps of Engineers

Dear Ms. Lillejord:

This letter is to inform you that the McKenzie County Commissioners would like to renew participation in the Seasonal Camping Program for Tobacco Gardens Recreation Area. Lease No. DACW45-1-94-8044 with the Corps of Engineers. We request participate be renewed for a term of an additional 2 years to align with our Lease term.

Sincerely,

Chairman, McKenzie County Board of County Commissioners

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND MCKENZIE COUNTY**

This Memorandum of Understanding (MOU) is entered into by and between the North Dakota Department of Transportation (NDDOT) acting through its Director, 608 East Boulevard Avenue, Bismarck, North Dakota and McKenzie County, acting through its County Engineer, 201 5th Street NW, Watford City, North Dakota 58854.

WHEREAS, the NDDOT, in cooperation with the Federal Highway Administration (FHWA) prepared an Environmental Impact Statement (EIS) to evaluate potential environmental, economic and social impacts of a series of proposed roadway improvements projects along US 85.

WHEREAS, the NDDOT, has been working with McKenzie County to develop a trail along a portion of US 85 from McKenzie County Road 34 (RP 128.801) to McKenzie County Road 30 (RP 139.508). This will be constructed in conjunction with the US 85 four lane project.

WHEREAS, providing the project proceeds with the installation of the trail and trailheads, this MOU sets the terms and understanding between NDDOT and McKenzie County with regards to impacts, construction cost, and maintenance responsibility for trail.

NOW THEREFORE IT IS MUTUALLY AGREED TO BY THE PARTIES THAT:

The NDDOT will work with McKenzie County to design and construct the trail as described in this MOU.

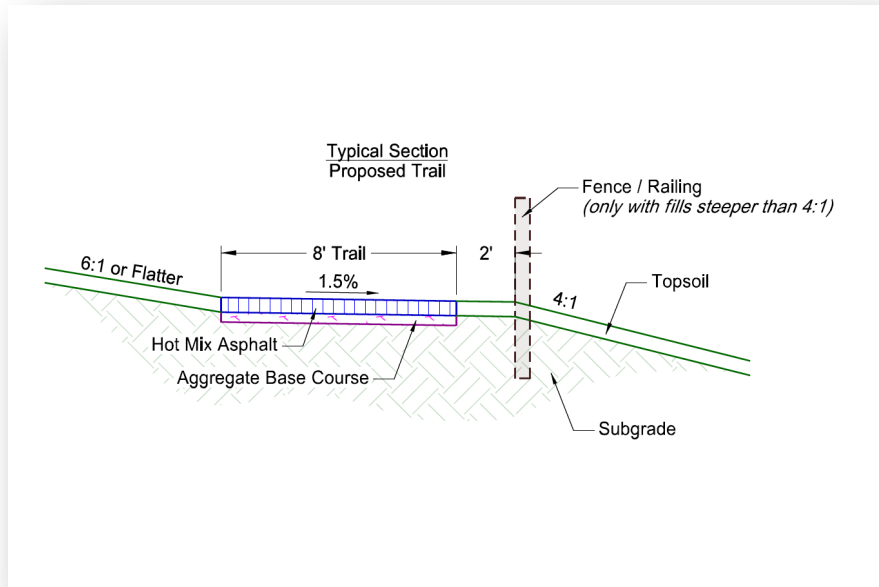
- All parties understand that the following details are based on preliminary design and are subject to change during final design. Contingencies for construction of the trail include, but are not limited to, state and federal appropriations, and federal authorization.
- All parties will enter into a cost participation and maintenance agreement upon completion of final design. NDDOT's contractor will construct the trail and McKenzie County will pay for the aggregate surface course for the trailheads, pavement surfacing for the trail, and any amenities
- NDDOT will pay for structure extensions and will be responsible for the maintenance and inspection of structures.
- NDDOT will pursue right of way acquisition for the proposed trailheads shown in the attached exhibits.
- McKenzie County will be responsible for future costs and right of way acquisitions for trailheads if negotiations for the proposed trailheads are not successful.
 - NDDOT will not implement condemnation via eminent domain to acquire the proposed trailheads.
 - McKenzie County will be responsible for the additional land costs to purchase the larger parcel for the south trailhead.
- McKenzie county will be responsible for maintaining the trail and trailheads after they are installed.
- McKenzie County will reimburse the NDDOT for any design engineering costs accrued to the NDDOT for the trail if McKenzie County decides to remove the trail from this project for any reason.

Further details for the design, construction, maintenance, and cost of the trial are as follows.

Typical Section

The proposed trail is an 8-foot paved section. Where slopes are steeper than a 6:1 or adjacent to a fence a 2-foot topsoil section will be included. During the EIS, the 8-foot path width was selected due to the low anticipated usage. Please refer to **Exhibit 1**.

Exhibit 1: Typical Pavement Section



Crossings

The proposed trail will cross a structural plate pipe crossing at RP 136.219 and a crossing at Spring Creek. Both the structural plate pipe and the Spring Creek box culvert would need to be extended to accommodate the trail. The NDDOT would be responsible for costs associated with the expansion, inspection and maintenance of these two structures.

In locations where the trail transitions from a cut section to a fill section or vice versa, a culvert would be installed to facilitate drainage. Additionally, some culverts would need to be extended to accommodate the trail. The NDDOT would be responsible for the costs associated with culvert installations/extensions, inspections, and maintenance.

Trailheads and Trail

The trail would begin and end with a trailhead. Please see below for a typical trailhead (**Exhibit 2**).

Exhibit 2: Typical Trail Head



Trailhead locations have been discussed but not finalized. The most recent proposed locations are shown in the attached exhibits. One trailhead may be located near McKenzie County Road 34, but off of US Forest Service Land (**See Exhibit – South Trailhead**). The other trailhead may be located near McKenzie County Road 30 (**See Exhibit – North Trailhead**). Per request of McKenzie County, the NDDOT will pursue up to approximately one acre of right of way for the South Trailhead. The NDDOT will work with McKenzie County to finalize size and shape in accordance with the project Environmental Impact Statement. McKenzie County will be responsible for the additional land costs to purchase the larger parcel provided.

The NDDOT will incorporate the proposed trailheads into the project plans if the associated landowners are willing to sell the required property. The NDDOT will not implement condemnation via eminent domain to acquire the proposed trailheads. If negotiations are unsuccessful, all future associated costs and right of way acquisition of the trailheads will be the responsibility of McKenzie County. The NDDOT agrees to be responsible for the costs associated with initial design and installation of signing and pavement marking, subgrade and drainage improvements for the trail and trailhead locations. Please refer to Table 1 for the NDDOT cost per mile for the Trail and Table 3 for the NDDOT cost per trailhead. The NDDOT will retain ownership of the right of way. The NDDOT will be responsible for all the design and construction engineering costs for the trail and trailheads.

McKenzie County agrees to be responsible for the costs of the aggregate surface course for the trailheads, pavement surfacing for the trail, and any additional amenities for the trail and trailheads. The NDDOT is pursuing Federal Grants for this US 85 four lane segment and will include the trail construction in the Grant application. If the NDDOT is awarded the Grant, McKenzie County will only be responsible for the NDDOT's cost share on the surfacing of the trail and trailheads, typically 50 to 60%. Please refer to Table 2 for the McKenzie County cost per mile for the trail and Table 4 for the McKenzie County cost per trailhead. McKenzie County will be responsible for maintaining the trail and trailheads after they're installed which includes pavement

and gravel maintenance, signing, pavement marking, snow, fence, bike rack repair, trailhead grading, erosion issues, and additional amenity repairs.

NDDOT will work with McKenzie County and the city of Watford City to lead a future project to expand the trail north of McKenzie County Road 30, as well as install a new trailhead at the new north terminus. McKenzie County will provide the match for the federal dollars for the engineering and construction of the trail and trailhead. This project would be constructed in the future, after this segment of the US 85 four lane project is completed.

Table 1: NDDOT Trail Construction Cost

SPEC	CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST*
203	0101	COMMON EXCAVATION-TYPE A	CY	33,000.00	\$ 5.00	\$ 165,000.00
203	0109	TOPSOIL	CY	196.00	\$ 4.00	\$ 784.00
302	0120	AGGREGATE BASE COURSE CL 5	TON	1,222.00	\$ 26.00	\$ 31,772.00
624	0124	PEDESTRIAN FENCE	LF	250.00	\$ 30.00	\$ 7,500.00
714	0000	PIPE CONDUIT	LF	475.00	\$ 300.00	\$ 142,500.00
TOTAL COST / MILE						\$ 347,556.00
GRAND TOTAL (10 MILES)						\$ 3,475,560.00

Table 2: McKenzie County Trail Construction Cost

SPEC	CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
401	0050	TACK COAT	GAL	470.00	\$ 2.30	\$ 1,081.00
430	0042	SUPERPAVE FAA 42	TON	1,564.00	\$ 30.00	\$ 46,920.00
430	5803	PG 58S-28 ASPHALT CEMENT	TON	94.00	\$ 420.00	\$ 39,480.00
TOTAL COST / MILE						\$ 87,481.00
GRAND TOTAL (10 MILES)						\$ 874,810.00

Table 3: NDDOT Trailhead Construction Cost

SPEC	CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
203	0101	COMMON EXCAVATION-TYPE A	CY	1,111.00	\$ 5.00	\$ 5,555.00
203	0109	TOPSOIL	CY	93.00	\$ 4.00	\$ 372.00
TOTAL COST / TRAILHEAD						\$ 5,555.00
GRAND TOTAL (2 TRAILHEADS)						\$ 11,110.00

Table 4: McKenzie County Trailhead Construction Cost

SPEC	CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
302	356	AGGREGATE SURFACE COURSE CL 13	TON	7.00	\$20.00	\$140.00
970	450	BIKE RACKS	EA	1.00	\$850.00	\$850.00
		SOUTH TRAILHEAD ROW - ADDITIONAL COSTS ABOVE 0.4 ACRES	ACRE	TBD	TBD	TBD
TOTAL COST / TRAILHEAD						\$990.00
GRAND TOTAL (2 TRAILHEADS)						\$1,980.00

If McKenzie County decides to remove the trail from this project for their own reasons, they will be responsible for any design engineering costs accrued to the NDDOT for the trail. This agreement is effective when signed by all parties and continues until terminated by a 30-day written notice by any party to the other and may be amended only with the written concurrence of all parties.

A cost participation and maintenance agreement will be signed after final design.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT NAME)

SIGNATURE

WITNESS:

NAME (TYPE OR PRINT NAME)

SIGNATURE

MCKENZIE COUNTY:

NAME (TYPE OR PRINT NAME)

SIGNATURE

DATE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION:

WILLIAM PANOS, DIRECTOR (TYPE OR PRINT NAME)

SIGNATURE

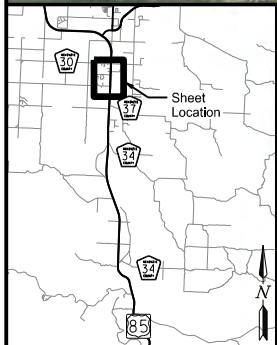
DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT NAME)

SIGNATURE

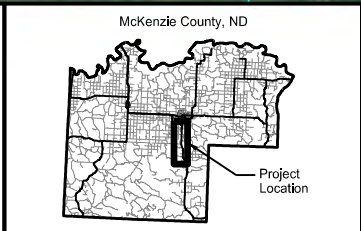
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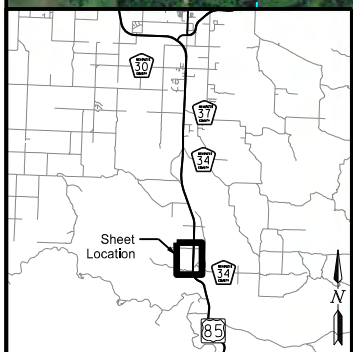
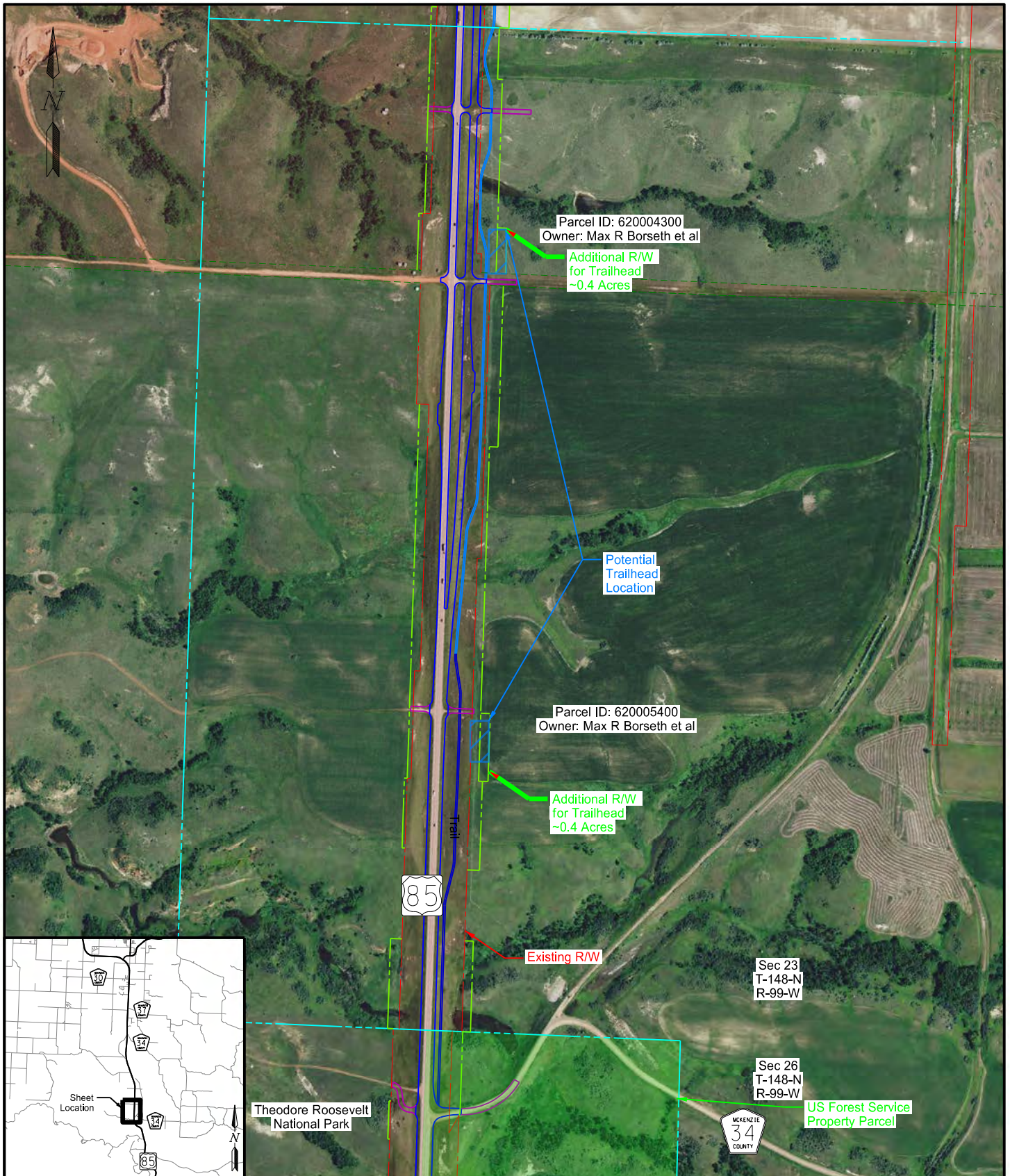


This document is preliminary and not for construction or implementation purposes.

7-085(116)127, PCN 22683
 US 85 - TRNP Entrance - Co Rd 30 (23rd St NW)

Exhibit - North Trailhead
 August 12, 2020





This document is preliminary and not for construction or implementation purposes.

7-085(116)127, PCN 22683
 US 85 - TRNP Entrance - Co Rd 30 (23rd St NW)
 Exhibit - South Trailhead
 August 12, 2020

