City of Minot

Regular Planning Commission Meeting
Tuesday, March 10, 2026, at 5:30 PM
City Council Chambers, City Hall (10 3rd Ave SW)
Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

   3.1. INTRODUCTIONS AND DECORUM HANDOUT

4. PLANNING COMMISSION

   4.1. APPROVE THE FEBRUARY 10, 2026 REGULAR MEETING MINUTES

5. PUBLIC HEARING

   5.1. CASE #2026-07 - 2701 30TH AVE NW - ZONING MAP AMENDMENT, ANNEXATION, CONDITIONAL USE PERMIT

   Public hearing request by Brian Sullivan, representing Forward Building Investments, owner for a request of a zoning map amendment to change zoning from "RR" Rural Residential District to "P" Public District, annexation and a conditional use permit for an electric power substation. The legal description for the property is Lots 1, 2 & 3 of Davis Addition to the City of Minot, Ward County, North Dakota

   The subject property address is 2701 30th Ave NW.

   5.2. CASE #2026-09 - PW SEWER WATER BUILDING - PUBLIC ZONE MASTER PLAN

   Public hearing request by Jason Sorenson, Public Works Director, Representing the City of Minot, owner for a request of an approval of a "P" Public District Site Master Plan on a property zoned "P" Public District. The legal description for the property is Outlot 14 of the SW ¼ SW ¼ Section 20, Township 155, Range 82 Ward County, North Dakota

   The subject property address is 1000 31st St. SE.

5.3. CASE #2026-10 - SUNRISE GARDENS - PRELIMINARY PLAT

Public hearing request by Casey Schmidt, owner for a request of a preliminary plat to subdivide a property zoned “C2” General Commercial District. The legal description for the property is Lots A and B along with Outlot 3 lying in the SE ¼ Section 26, Township 156, Range 83, Ward County, North Dakota

The subject property address is 200 62nd Ave NW.

5.4. CASE #2026-11 - STONEBRIDGE FARMS 7TH ADDITION - ZONING MAP AMENDMENT, ANNEXATION, PRELIMINARY PLAT, EASEMENT VACATION

Public hearing request by Rob Berard, Ackerman Surveying representing Four Season Construction Inc., owner for a request of a zoning map amendment from “AG” Agricultural District to “R1S” Single-Family District with Small Lot Flexibility and “P” Public District, annexation, preliminary plat and easement vacation. The legal description for the property is Stonebridge Farms 1st & 4th Additions less N 40’ to the City of Minot, Ward County, North Dakota

The subject property address is unassigned.

5.5. CASE #2026-12 - SEEDS OF EDEN - CONDITIONAL USE PERMIT FOR CAUSE HEARING

Public hearing request by the City of Minot for a request of a show of cause hearing on a property zoned “R3B” Multiple Residence District (“RM” Medium Density Residential District) for the Planning Commission to consider the revocation of a Conditional Use Permit for the operation of a Group Home and hear evidence of multiple violations of the conditions as outlined in Conditional Use Permit # 2023-11-1. The legal description for the property is Blaisdells S/D of Block 13 Ramstads Riverview S/D Lot 1 Addition to the City of Minot, Ward County, North Dakota

The subject property address is 425 Main St S.

5.6. CASE #2026-16 - SPRING CLEAN UP - ZONING ORDINANCE TEXT AMENDMENT

Public hearing request by Brian Billingsley, Community Development Director, Representing the City of Minot for a request of a zoning text amendment the Land Development Ordinace addressing day cares, land use buffer yards, fuel stations in the Central Business District, paving requirements and parking on grass.

6. PERSONAL APPEARANCES

7. MISCELLANEOUS AND DISCUSSION ITEMS
8. ADJOURNMENT

INTRO

The Planning Commission evaluates land use applications for compliance with the standards and procedural requirements outlined within the Zoning Supplement to the City of Minot (Zoning Code) and North Dakota Century Code. Further, the Planning Commission is tasked to ensure development within the City of Minot aligns with the City of Minot 2012 Comprehensive Plan (Comprehensive Plan).[1]

Planning Department staff are assigned to support the Planning Commission by reviewing applications for compliance with the Zoning Code and alignment with the Comprehensive Plan. Staff summarizes this information to the Planning Commission in the form of written staff reports, which include a recommendation. Oral presentations summarizing a staff report and any additional information obtained since the date said staff report was written is provided as determined necessary by the Planning Commission.

Planning Commission is not required to follow City staff recommendation. However, a deviation from staff's recommendation may require clarification to the findings of fact along with clearly stated reasoning for any alternative recommendation.

Finally, staff is not able to anticipate all information entered into the record via Planning Commissioner discussion or provided by the public during the open public comment period. Staff is available to answer any questions which may arise through discussion.

The Planning Commission renders a decision for variances, interim use permits, and conditional use permits that may be appealed to City Council. The Planning Commission provides recommendations to City Council for all other land use applications.

DECORUM

Persons attending public hearings are expected to conduct themselves with decorum to assure fairness and equity in the proceedings. Participants must:

- Step to the podium/microphone each time you wish to be recognized by the Planning Commission to offer a comment, or to ask or answer a question, and state your name for the record. To ensure minutes of the meeting accurately reflect the individual for which statements are made a sign-in sheet is provided at the podium for those wishing to speak.
- Address all testimony, comments and questions to the Chair of the Commission and not the other participants, the applicant, or the staff. The Chair of the Commission will determine the appropriateness of all questions and when and where to direct them.
- Allow others in attendance an opportunity to present their testimony. Do not interrupt the proceedings with applause, heckling, outbursts or other disruptive behavior.
- Address the issues and application that are before the Commission. These proceedings are not the forum to discuss the appropriateness of particular land use policies, regulations, or alternatives.
- Please silence your phones or set them to vibrate at this time.

[1] Per N.D.C.C 40-48-09, the basic purpose of the plan:

> *…The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the municipality and its environs, which, in accordance with present and future needs, best will promote the amenities of life, health, safety, morals, order, convenience, prosperity, and general welfare as well as efficiency and economy in the process of development, including adequate provision for light and air, distribution of population, good civic design and arrangement, wise and efficient expenditure of public funds, the adequate provision of public utilities and other public requirements, the improvement and control of architecture, and the general embellishment of the area under its jurisdiction.*

On February 10, 2026, a Regular Planning Commission Meeting of the Minot Planning Commission was held in the City Council Chambers, City Hall (10 3rd Ave SW). Chairman Offerdahl called the meeting to order at 05:30 PM.

1. ROLL CALL

Members Present: Tim Baumann, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Robert Amick, Tanner Dockter, Kasper Ziegler, Roger Reich

Members Absent: Kayla Johnson, Darrik Trudell, Bradly Wolff

City Staff Present: Nick Schmitz, Emily Huettl, Brian Billingsley, Hannah Hornberger, Doug Diedrichsen, Dan Falconer, Jennifer Kleen, Alderman Hayes

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

3.1. INTRODUCTIONS AND DECORUM HANDOUT

Introducing new Planning Commissioner Roger Reich

4. PLANNING COMMISSION

4.1. APPROVE THE JANUARY 13, 2026 REGULAR MEETING MINUTES

The motion to approve January 13, 2026 regular meeting minutes was initiated by Planning Commission Representative Pontenila seconded by Ziegler and carried by the following roll call vote: ayes: Tim Baumann, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Robert Amick, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

5. PUBLIC HEARING

5.1. CASE #2026-04 - NORTH MINOT ADDITION - VARIANCE

Mr. Diedrichsen reviewed the staff report.
The Commissioners and staff had a discussion.
Chairman Offerdahl opened the public hearing to the public for testimony.
No one appeared to testify.
Chairman Offerdahl closed the public hearing.
Before roll call, Commissioners and staff had further discussion.
The motion to approve based on staff's recommendation and findings of fact was initiated by Ziegler seconded by Planning Commission Representative Kibler and carried by the following roll call vote: ayes: Tim Baumann, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Robert Amick, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

5.2. CASE #2026-05 - ENGINEERING TEXT AMENDMENT - TEXT AMENDMENT

Mr. Diedrichsen reviewed the staff report.
The Commissioners and staff had a discussion.

Chairman Offerdahl opened the public hearing to the public for testimony.
No one appeared to testify.
Chairman Offerdahl closed the public hearing.
The motion to approve based on staff's recommendation and findings of fact was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Dockter and carried by the following roll call vote: ayes: Tim Baumann, Robert Kibler, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Robert Amick, Tanner Dockter, Kasper Ziegler, Roger Reich; nays: None.

6. ACTION ITEMS

6.1. WORKING SESSION: AIRPORT PROTECTION OVERLAY DISTRICT

Mr. Diedrichsen gave an update to the Commissioners.
In future meetings, Mr. Diedrichsen and Mr. Falconer will give a more extensive update to review the maps of the areas within these overlays and have a working group to make recommendations to City Council and the areas these would be placed.

7. PERSONAL APPEARANCES

No one appeared to speak.

8. MISCELLANEOUS AND DISCUSSION ITEMS

9. ADJOURNMENT

With no further business, Chairman Offerdahl adjourned the meeting at 5:48 pm.

City of Minot

Planning Commission
Staff Report

Application Date: 01/07/2026
Date of Staff Report: 02/24/2026
Planning Commission Meeting: 03/10/2026

Staff Contact: Doug Diedrichsen AICP, Principal Planner
Staff Recommendation: Approval

Case Number: 2026-07

Project Name: 2701 30th Ave NW

Current Legal Description: See Project Description

Proposed Legal Description: No Change

Present Address: 2701 30th Ave NW

Representative: Brian Sullivan, Xcel Energy

Owner: Forward Building Investments

Entitlements Requested: Zoning Map Amendment from "RR" Rural Residential District to "P" Public District. Conditional use permit required for electric substations

Present Zone(s): "RR" Rural Residential District

Present Use(s): Agricultural Land

Uses Allowed in Present Zone(s): See Chapter 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Gateway Commercial

Proposed Zone(s): "P" Public District

Proposed Use(s): Electric Substation

Uses Allowed in Proposed Zone(s): See Chapter 2.2 for allowed and conditionally permitted uses within each district

Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by Brian Sullivan, representing Forward Building Investments, owner for a request of a zoning map amendment to change zoning from "RR" Rural Residential District to "P" Public District, annexation

and a conditional use permit for an electric power substation. The legal description for the property is Lots 1, 2 & 3 of Davis Addition to the City of Minot, Ward County, North Dakota

The subject property address is 2701 30th Ave NW

An aerial map of the subject property may be found in **Exhibit 1**

BACKGROUND INFORMATION:

The property owner seeks to annex, rezone from "RR" Rural Residential District to "P" Public District and apply for a conditional use permit for an electric power substation. The subject property was designated Gateway Commercial in the 2040 Comprehensive Plan. Annexation will address its position adjacent to city limits and will be evaluated by City Council along with the recommendation from Planning Commission on the zoning map amendment request. Conditional use permit will be evaluated and approved or denied by the Planning Commission.

The Letter of Intent can be found in **Exhibit 2**.

The zoning and future land use map are provided in **Exhibit 3**.

Site plan and application materials are provided in **Exhibit 4.**

Annexation exhibit is provided in **Exhibit 5.**

Site photos are provided in **Exhibit 6.**

STAFF ANALYSIS:

Annexation:

The City of Minot follows North Dakota Century Code (NDCC) Chapter 40-51.2 procedures involving annexation requests. NDCC 40-51.2-03 provides for owners of property to request annexation and City Council may approve such requests by ordinance. Staff is supportive of the annexation request.

Zoning Map Amendment Analysis:

Section 9.1-7 of the Minot Land Development Code provides the procedures for amending the official zoning map of the City of Minot. Section 9.2 provides the noticing requirements for public hearings held by the Planning Commission. Section 9.1-7 D. recognizes that the future land use map may need to be amended to support any rezoning request. The applicant has submitted the necessary application documents required per Section 9.1-7 C. and noticing has been conducted as required per Section 9.2.

The subject property future land use designation is Gateway Commercial, which aligns with the proposed zone change to "P" Public District. Staff finds no future land use map amendment is necessary.

Section 9.1-7 E. 2. requires the Planning Commission to provide findings of fact to ensure the criteria included in Section 9.1-7 H. has been satisfied in order to support any recommendation regarding any proposed changes to the zoning map or Future Land Use Map. Staff provides the following guidance:

Section 9.1-7 H. relates to whether or not the proposed zoning map amendment is justified due to a change in conditions, error in the zoning map, or by in order to fulfill the future land use map of the Comprehensive Plan. The request stems from an effort to realign lots that currently align zoning with the Future Land Use Map, as the "P" Public District is a complimentary zone to the Gateway Commercial designation on the FLU map. Section 9.1-7 H. 1 is satisfied.

The City and other agencies will be able to provide necessary public services and facilities to serve the proposed development. Section 9.1-7 H. 2 is satisfied.

Section 9.1-7 H. 3 requires that the proposed zoning map amendment will not substantially diminish the condition or value of property in the vicinity. Staff finds no evidence that the zoning map amendment to "P" Public District will diminish the condition or value of property within the vicinity. The adjacent properties have primary been developed with agricultural uses. Section 9.1-7. H. 3. is satisfied.

Section 9.1-7. H. 4. requires the zoning change to be consistent with the purpose of the Land Development Ordinance of the City of Minot, the Comprehensive Plan, and other adopted plans and policies of the City. The proposed development must comply with all development standards within the Land Development Ordinance of the City of Minot and the zoning map amendment aligns with the future land use designation of gateway commercial in the City of Minot 2040 Comprehensive Plan. Therefore, Section 9.1-7. 4. is satisfied.

Conditional Use Permit Analysis:

Section 9.1-4 of the Minot Land Development Ordinance (Zoning Ordinance) recognizes that certain land uses, when under special conditions and review can be compatible with uses that are permitted by right in a zoning district. The review of the conditional use permit (CUP) application and any special conditions imposed by either the Zoning Ordinance or City Staff should occur via a thorough public process as prescribed by Section 9.2-1 including a public hearing, direct noticing to neighboring property owners, and general public noticing within the Minot Daily News. Per Section 9.1-4 I., an amendment to a CUP follows the same process as a new application. The applicant has submitted the necessary application documents required per Section 9.1-4 C. and noticing has been conducted as required per Section 9.2-1.

Section 9.1-4 F. states that the Planning Commission shall find that the application meets all of the following, as applicable:

1. The request will be harmonious with the general and applicable specific objectives of the City's Comprehensive Plan and this Ordinance.
2. The proposed conditional use at the specified location will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.
3. The proposed conditional use will not cause substantial injury to the value of other properties within the area in which it is located.
4. The location, size, design, and operating intensity of the proposed conditional use will not prevent the development and use of neighboring property in accordance with the applicable zoning district. In making this determination, the Planning Commission will consider the siting, nature, and height of existing and proposed buildings and structures, and the extent and effectiveness of proposed buffering or landscaping.
5. Adequate public services and facilities exist or will be provided by the developer at the time of development, including adequate utilities, water and sewer systems, drainage structures, and other such facilities and services which are necessary to serve the development.
6. The request will not create excessive additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community.
7. Adequate access roads or entrance and exit drives exist or will be provided by the developer to prevent traffic safety hazards and minimize traffic congestion on public streets.
8. The request will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Staff finds the proposed use to be harmonious with the comprehensive plan future land use map designation of Gateway Commercial in that it will serve as supporting private infrastructure to support the city's goal of developing the west side of the bypass with large commercial developments and meets the requirements in the LDO. Section 9.1-4 F. 1. is satisfied.

Related to Section 9.1-4. F. 2 thru 4 generally relate to the overall impact of a proposal on property within the vicinity. All site plans meeting the requirements for a commercial infrastructure use would need to be submitted and approved by the Planning Division prior to the issuance of a building permit, therefore staff finds that Section 9.1-4. F. 2 thru 4 is satisfied.

Staff finds Section 9.1-4. F. 5. related to the provision of appropriate public services such as utilities and drainage systems is satisfied, as no new public utilities are being sought and existing public services are adequate to support the proposed use pending approval of a stormwater management plan.

Staff finds that Sections 9.1-4. F. 6. and 7. related to maintaining community economic welfare and providing adequate road access, respectively, are satisfied. There is currently adequate access onto 30th Ave NW, and improvements, if any were required, would be at the expense of the developer and would be approved and permitted by the City Engineering Department to satisfy these two evaluative criteria going forward.

Finally, Section 9.1-4. F. 8. is satisfied, as Staff does not have any evidence that the request will result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and no comment was received:

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

1) The applicants have submitted a complete application for annexation, conditional use permit and zoning map amendment.

2) The applicant's request is consistent with the bulk requirements of Chapter 2.22 – "P" Public District of the Land Development Ordinance of the City of Minot (LDO).

3) The applicable sections of Chapter 9.1-4 related to conditional use permit criteria is satisfied.

4) The present zoning is "RR" Rural Residential District.

5) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Gateway Commercial.

6) Section 9.1-7 H. 1. is satisfied, as the FLU map denotes this area as Gateway Commercial and the proposal is to zone the property as "P" Public District is in alignment with the FLU map designation.

7) Section 9.1-7 H. 2 is satisfied, as the City and other public agencies will be able to provide services to support the request.

8) Section 9.1-7 H. 3 is satisfied, as there exists no evidence that the proposed development will substantially diminish the condition or value of property in the vicinity.

9) The zoning map amendment is consistent with the purpose of the Minot Land Development Ordinance and other adopted policies of the City per Section 9.1-7 H. 4.

10) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

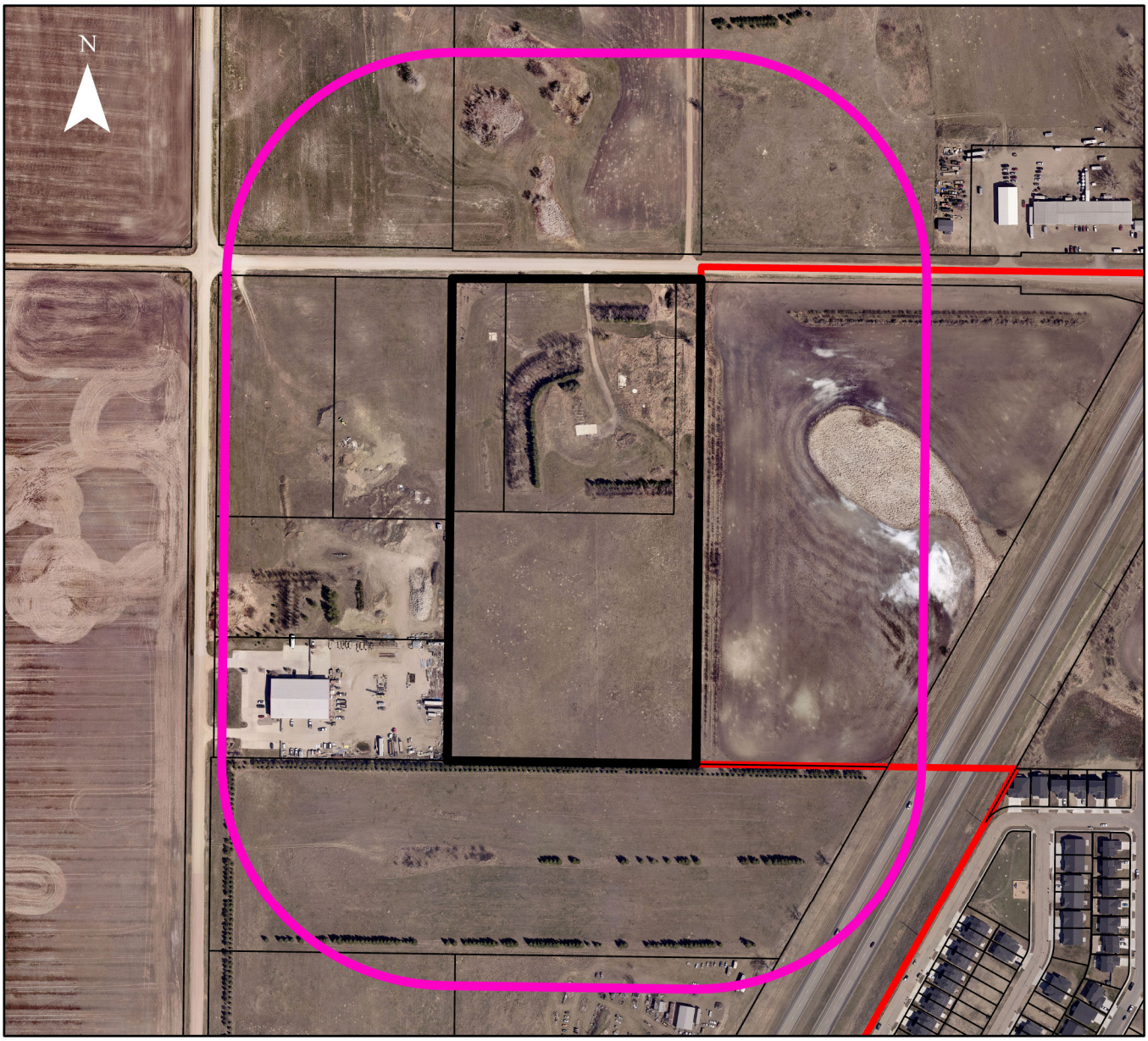
RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval of the zoning map amendment and request for annexation with no conditions. Further, staff recommends the Planning Commission approve a conditional use permit for an electrical power substation subject to the following conditions:

1. All outdoor storage areas shall be fully screened to a minimum height of six feet (6') or to the height of storage racking, up to a maximum height of ten feet (10'), at the time of installation.
2. Driveway placement and separation is subject to approval by the City Engineer or their designee and will be evaluated at the time of site plan review of any expansion of the site.
3. A stormwater management plan is required.

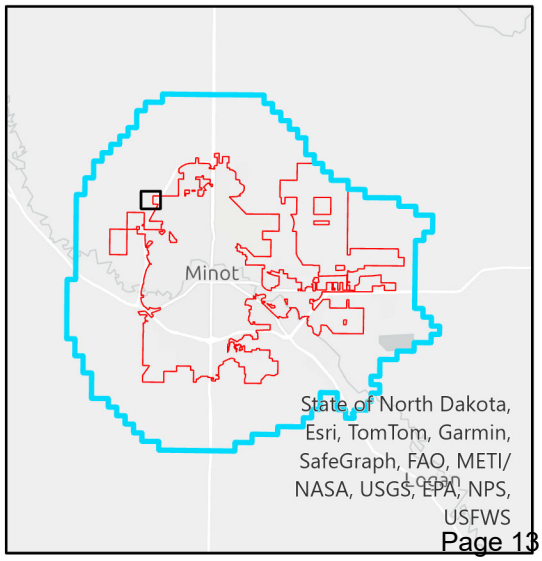
City of Minot

EXHIBIT 1



0 295 590 1,180 Feet

City Limits
Two Mile Boundary
Case # 2026-07
Case # 2026-07 Notification Area



414 Nicollet Mall
Minneapolis, MN 55401

January 30, 2026

Planning Department – City of Minot
1025 31st St. SE
Minot, ND 58702
Doug Diedrichsen and Planning Commission

Conditional Use Permit Application

DATE: January 30, 2026

PROPERTY OWNER: Forward Building Investments

APPLICANT: Xcel Energy Siting & Land Rights

PROJECT NAME: Xcel Energy Badlands Substation (formally known as Roughrider)

REQUEST: Request to allow an electric substation use on the below described property, with a 10 ft tall security fence and designated construction storage area.

PROJECT ADDRESS: 2701 30TH AVE NW, Minot, ND 58703

PARCEL IDs: HA101090000030, HA101090000020, HA101090000010

EXISITNG ZONING: RR (Rural Residential) **Proposed P (Public)*

BRIEF PROJECT DESCRIPTION

Xcel Energy's engineers and planners have determined the need for additional electrical capacity on the west side of Minot. The new **Badlands substation** will provide for current and future growth and add resilience and redundancy to the electrical grid, all to support the growth of Minot and the surrounding community. The new substation **is approximately 3 acres of graded area**, enclosed with a 10 **foot-tall chain link security fence**. The security fence is the Xcel Energy adopted standard for compliance with the *Federal Energy Regulatory Commission* (FERC) issued Order No. 802 – CIP-014-1 *Physical Security.* A **construction storage area** is proposed on the property to allow storage of material and equipment during the duration of construction of the substation and other projects undertaken by the company.

The site is an old farmstead about 17.5 acres on the northwest city limits of Minot. It is in a rural area with abutting properties having both commercial and agricultural uses including the use of an outdoor storage area on the west side of the site. Existing tree groves on the north, east, and south of the property will be utilized for screening of the substation. Existing landscaping and topography of the site will be used as buffers. Wetlands on the northeast corner of the site have been identified and protected in the general arrangement.

JUSTIFICATION:

1. The request will be harmonious with the general and applicable specific objectives of the City's Comprehensive Plan and Land Development Ordinance.

Response: Our proposed uses are consistent with the policy and purpose of the Comprehensive Plan and intend to support growth and energy needs within Minot. The intent of the "P" district is "to retain and provide land areas owned by the utility companies, private organizations, federal, state, and local governments for public use" according to the Land Development Ordinance SECTION 2.22-1 GENERAL DESCRIPTION.

2. The proposed conditional use at the specified location will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.

Response: The proposed electric substation is an essential service and will provide a reliable source of electrical energy to residents and businesses of Minot. The new substation will enhance the health, safety, welfare, comfort, or convenience of the public. The substation will not alter the locality of the area or produce noise, light or air nuisance to its surroundings during operation. Screening requirements will be complied with, including tree coverage to diminish view of the facility.

3. The proposed conditional use will not cause substantial injury to the value of other property within the area in which it is located.

Response: The abutting properties to the site include agricultural and commercial uses. The substation is sited to take advantage of existing screening provided by groves of trees on the north, south and east sides of the property. To the west is commercial use and the use abutting the east and south property lines are agricultural.

4. The location, size, design and operating intensity of the proposed conditional use will not prevent the development and use of neighboring property in accordance with the applicable zoning district. In making this determination, the Planning Commission will consider the sitting, nature and height of the existing and proposed buildings and structures, and the extent and effectiveness of proposed buffering or landscaping.

Response: The proposed conditional use has been thoughtfully designed to ensure that its location, size, and operational intensity do not hinder the development or use of neighboring properties in accordance with the zoning district. Xcel Energy is committed to infrastructure and operations that maintain a pleasant environment with the communities we are a part of. Infrastructure within the substation compound is carefully and precisely engineered, and the 10 feet fence height is required height for crucial security measures. The site plan composition sites the substation on the rear part of the property further from traffic and public view, with trees surrounding the perimeter to create a natural buffer and screening.

5. Adequate public services and facilities exist or will be provided by the developer at the time of development, including adequate utilizes, water and sewer systems, drainage structures, and other such facilities and services which are necessary to serve the development.

Response: The facility is an unmanned facility and will not require water or sewer services. Upon completion of the substation, maintenance crews will be on site periodically. Access to the site will be via an existing driveway that will be improved to meet the needs of the facility. The substation will be connected to power by extended transmission line connection from existing lines in the area. Proper drainage and water runoff will be accounted for by water basins and an approved storm water management plan.

6. The request will not create excessive additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community.

Response: The new proposed substation will ensure customers receive safe and reliable electrical services, and support future economic growth and opportunity in the area by providing increased energy capacity.

7. Adequate access roads or entrance and exit drives exist or will be provided by developer to prevent traffic safety hazards and minimize traffic congestion on public streets.

Response: The existing access drive from 30th Ave. on the north property line will be improved and extended towards the construction staging area and substation at the rear of the property. A turnaround is proposed near the substation entrance for efficient traffic movement onsite. Once in operation, the substation itself will generate a minimal amount of traffic to the facility. The construction storage area will reduce hauling on and off the site during construction and provide a convenient location for storage of material on the west side of Minot. Traffic generated by the storage facility will fluctuate, based on projects in the area. Traffic safety hazards or congestion are minimized with convenient access to Hwy 83.

8. The request will not result in the destruction, loss, damage of a natural, scenic, or historic feature of major importance.

Response: The development will not lead to the destruction, loss, or damage of any natural, scenic, or historic features of major importance. The wetlands located on site has been carefully evaluated and the site plan revised to ensure that the proposed additions will be constructed in a way that preserves the integrity of the wetlands and the surrounding environment.

9. How do you plan to mitigate any potential nuisances produced by the proposed conditional use? Examples included restricted hours of operation, considerations for noise mitigation, lighting and health and safety.

Response: The proposed facility has been sited to reduce the potential for noise or light impacts to surrounding properties. The substation does not produce an appreciable amount of noise and as noted earlier is located to the rear of the property in an area that is proposed for commercial uses. Lighting will be designed with cutoff shields to direct light downward to minimize the spread of light to surrounding property. The site plan is designed to reduce public view and unauthorized access by setting the facility at the rear of the property, providing tree screening on the perimeter, and a security fence around the compound.

The proposed construction of the electrical substation, 10-foot security fence, and construction storage area is necessary to reliably serve Minot and the surrounding community. Xcel Energy respectfully requests your review and approval of our conditional use permit. Please reach out to if you need additional information or have questions about the proposal.

Regards,

Ella Clobes
Xcel Energy
Siting & Land Rights
414 Nicollet Mall, Floor 6, Minneapolis, MN 55401
P: 612-216-9316
E: ella.clobes@xcelenergy.com



Brian Sullivan
Principal, Siting and Land Rights
414 Nicollet Mall, 414-06, Minneapolis, MN 55401
P: 612-216-8083
E: Brian.E.Sullivan@xcelenergy.com

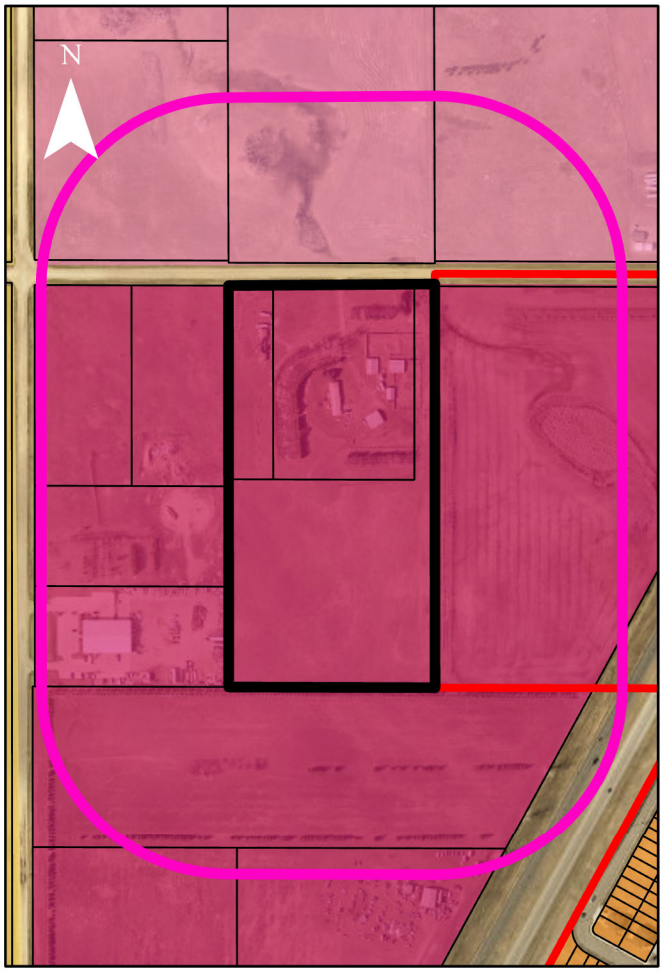
MAKING ENERGY WORK BETTER

City of Minot

ZONING



FUTURE LAND USE



0 287.5 575 1,150 Feet

Zoning

- AG
- C2
- R2
- RR

Both Maps

- Case # 2026-07
- Case # 2026-07 Notification Area

Land Use Type

- Suburban Residential
- Urban Residential
- Gateway Commercial
- Mixed Use Center

Matthew 25 Project

30th Ave NW

30th Ave NW

30TH AVE NW

30th Ave NW

30th Ave NW

30th Ave NW

30th St NW

30th St NW

30ST ST NW

30th St NW

30th St NW

WETLAND

CONSTRUCTION STORAGE

WATER TREATMENT BASIN

CONSTRUCTION STORAGE

WATER TREATMENT BASIN

WETLANDS

HIGHWAY 83

BYP 83

HWY 83

BYP 83

BYP 83

Granite Dr

Landmark Dr

Ivory St

Ivory St

N

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ISSUED BY ENGINEERING DEPT FOR:

THIS MANAGEMENT IS A TOOL TO ASSIST EMPLOYEES IN THE PERFORMANCE OF THEIR JOBS. YOUR PERSONAL SAFETY IS PROVIDED FOR BY USE SAFETY PRACTICES, PROCEDURES AND EQUIPMENT AS DESCRIBED IN THE SAFETY TRAINING PROGRAMS, MANUALS AND SPARS.

PROPRIETARY INFORMATION: DO NOT COPY OR DISTRIBUTE WITHOUT EXPRESS WRITTEN CONSENT FROM XCEL ENERGY

ROUGH RIDER RRR

GENERAL ARRANGEMENT

OPTION 1

XcelEnergy NH-C-S-HGA RRR

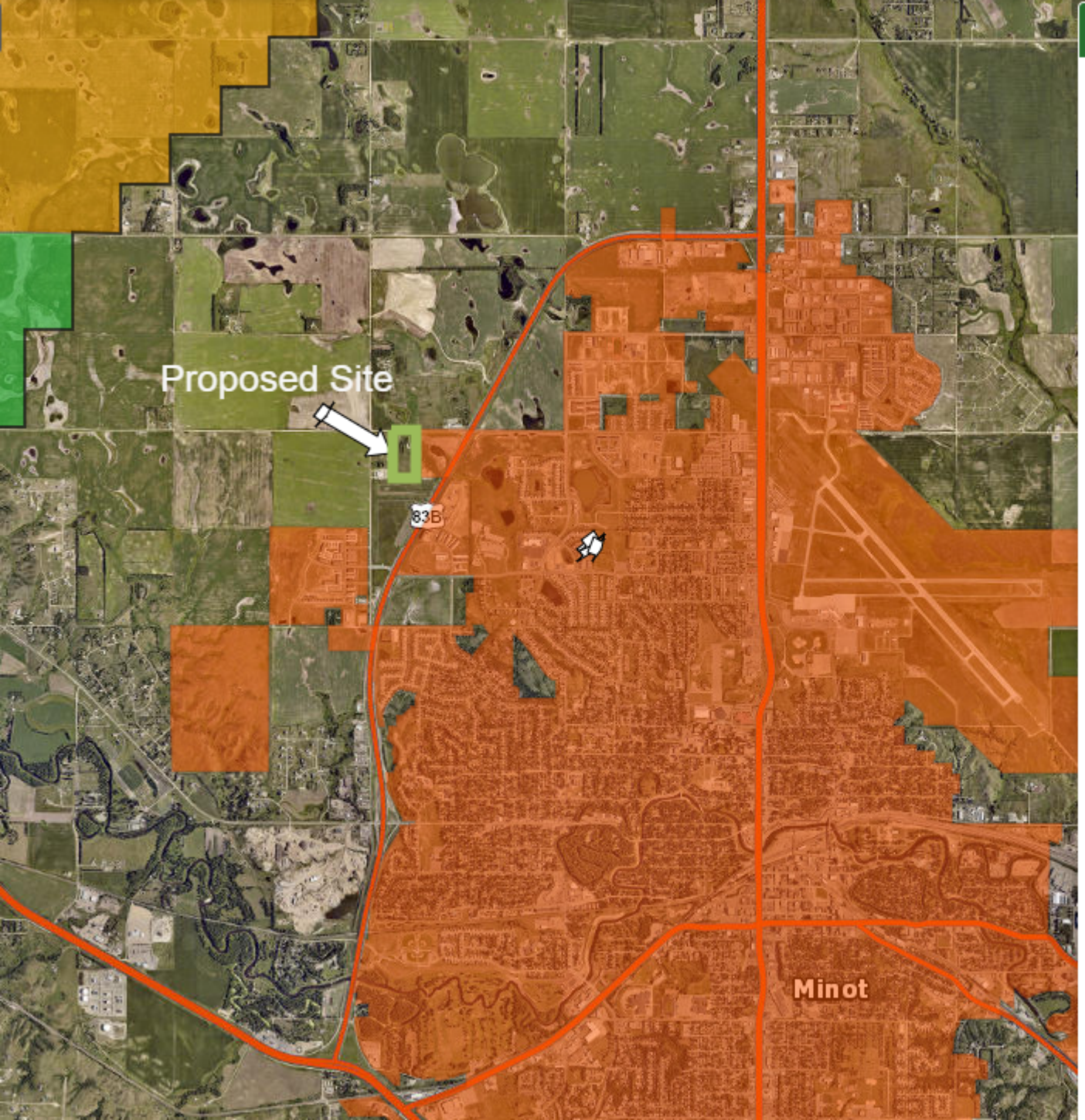
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C:\S1 GARRISON\SUBSTATION\S-1925.DGN

REV | DATE | WBS # | REVISION DESCRIPTION



Legend

City Limits

City Extraterritorial Zoning

Ward County Zoning Levels

- APD-10T
- APD-2C
- APD-2T
- APD-3T
- APD-5T
- Air Base Protection
- CRD
- HCD
- RID
- RLRD
- RRD
- RTD
- APD-3C

Visual Screening and Landscape Plan

Minot, ND Substation

Prepared for
Xcel Energy

Prepared by
Barr Engineering Co.

January 2026

4585 Coleman Street
Bismark, ND 58503

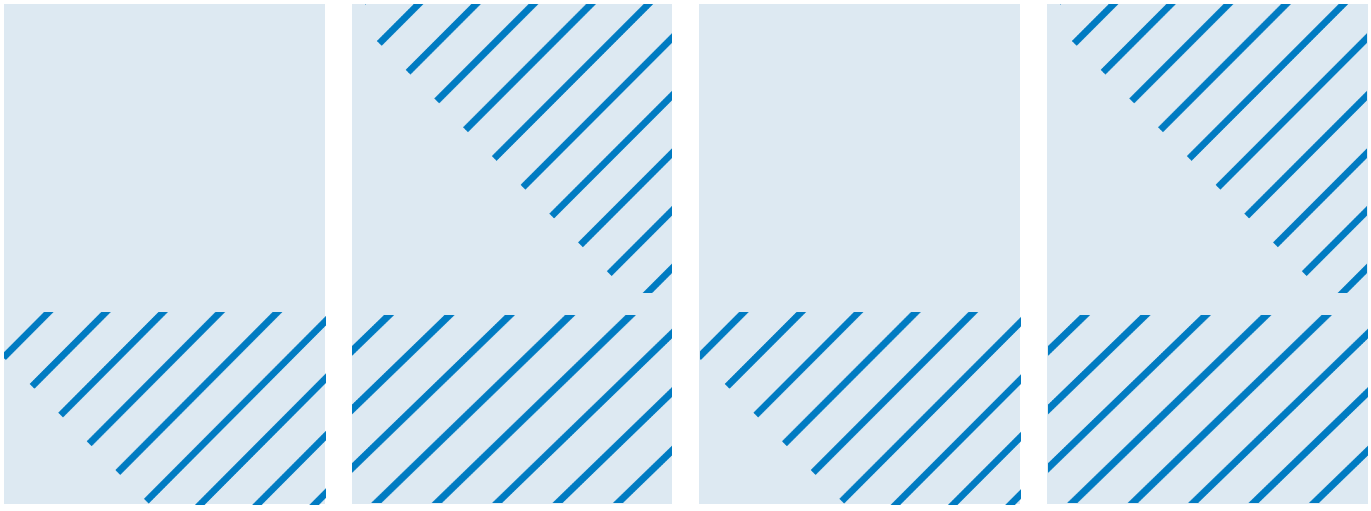


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January 2026

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3.2 East Boundary (Adjacent C2 Zoning) 2
3.3 South Boundary (Adjacent AG Zoning) 2
3.4 West Boundary (Adjacent C2 Zoning) 2
4 Tree Species Selection 2
5 Seed Mix Selection 2
6 Establishment and Maintenance 3
7 Operational Clearances and Access 3
8 Schedule 3

1 Project Overview

Xcel Energy is constructing a new 115-kV transmission line around the City of Minot, which includes a new substation on property located along 30th Avenue NW. This memorandum outlines the proposed visual screening and landscaping approach for the substation site in accordance with the City of Minot Zoning Ordinance, Article 7 – Landscaping. The intent is to meet the minimum requirements for landscaping and screening while considering existing vegetation and site constraints. Appendix 1 provides the screening and landscape plan associated with this memo.

2 Site Context

The substation parcel is currently zoned RR but is anticipated to be rezoned to P (Public). Adjacent properties include AG zoning to the north and south and C2 zoning to the east and west. The north property line abuts 30th Avenue NW, with a driveway providing site access from this street. Existing vegetation consists primarily of grouped deciduous trees along portions of the northwest and northeast boundaries, and these existing trees will remain in place to the extent practicable, though select trees may need to be removed to accommodate transmission lines entering the site from the north. The south and east adjacent properties contain a double row of evergreen trees, which provides substantial screening. The substation will be enclosed by a 10-foot-tall chain link fence. If included in the final site design, outdoor storage areas will be screened up to a height of 8 feet to meet requirements. The landscape plan includes native seed mixes to stabilize disturbed areas and support long-term site restoration.

3 Applicable Ordinance Requirements

The City of Minot Zoning Ordinance, Article 7, establishes landscaping and screening standards for new development. Section 7.1-3(A) requires a ten-foot-wide landscaped strip along street frontages, with one deciduous canopy tree of at least one and one-half inch caliper for every fifty linear feet of frontage. Section 7.1-4(C) requires a twenty-foot-wide buffer yard where a more intensive land use abuts a residential or agricultural district, with one tree for every twenty linear feet of buffer yard and at least fifty percent of those trees being evergreen species with a minimum height of five feet. Landscaping will be arranged so it does not block clear sight lines at the driveway entrance and exit, as required by Section 7.1-2(I) of the ordinance. Section 7.1-2(B) encourages the use of native species, and Section 7.1-2(D) establishes minimum size requirements for plant material.

3.1 North Boundary (30th Ave NW)

Along the north boundary, which fronts 30th Avenue NW, the ordinance requires a ten-foot-wide landscaped strip and one deciduous canopy tree for every fifty feet of frontage. The frontage length is approximately 650 linear feet, resulting in a requirement for 13 deciduous canopy trees. These trees will be installed to maintain visibility at the driveway entrance in accordance with Section 7.1-2(I). Existing deciduous trees on the site, which occur in scattered groupings, have been taken into account when determining the placement of new trees so that the overall spacing meets ordinance requirements while preserving existing vegetation and the existing screening they provide. Native species will be selected to meet diversity and climate suitability standards.

3.2 East Boundary (Adjacent C2 Zoning)

The east boundary is adjacent to C2 zoning. Section 7.1-4(C) specifies buffer yards only when a more intensive zoning district abuts a less intensive district, such as a more intensive use next to residential or agricultural zoning. Because the substation parcel is zoned Public (P) and the adjacent property is zoned C2, no buffer yard is required.

3.3 South Boundary (Adjacent AG Zoning)

The south boundary is adjacent to AG zoning, which triggers the buffer yard requirement under Section 7.1-4(C). A twenty-foot-wide buffer yard with one tree per twenty feet of length and fifty percent of those trees being evergreen species is required. The boundary length is approximately three hundred feet, resulting in a requirement for fifteen trees, including at least eight evergreens. The adjacent parcel to the south contains a double row of evergreen trees that meets the buffer yard requirements of Section 7.1-4(C). Although the ordinance specifies that buffer yards are to be installed and maintained on the subject site, existing vegetation on adjacent parcels may be considered in evaluating compliance, consistent with the flexibility provisions outlined in Section 7.1-1(E). No additional planting is proposed along this boundary.

3.4 West Boundary (Adjacent C2 Zoning)

The west boundary is adjacent to C2 zoning. As with the east side, no buffer yard is required because buffer yards are only required where a more intensive use abuts agricultural or residential zoning.

4 Tree Species Selection

Plant material will be selected from species recommended by the North Dakota Tree Handbook published by NDSU Extension. Suitable deciduous trees include Bur Oak (*Quercus macrocarpa*), Common Hackberry (*Celtis occidentalis*), and Ironwood (*Ostrya virginiana*). While evergreen species are not part of the proposed plan, recommended options for future consideration or other site areas include Black Hills spruce (*Picea glauca var. densata*) and eastern red cedar (*Juniperus virginiana*).

5 Seed Mix Selection

Seed mixes were selected based on anticipated site conditions, disturbance type, and long-term maintenance considerations for upland, road right-of-way (ROW), and wetland areas associated with the project. Mixes emphasize native and regionally appropriate species where feasible, with consideration for utility corridor requirements, durability, and erosion control.

Upland areas will be seeded with ND SM01 PF CRP CP42 Pollinator with Grass (or approved equal) to provide a diverse grass and forb community suitable for disturbed upland soils. Areas within the road ROW will be seeded with NDDOT Class III Salt Tolerant Grass (or approved equal) to establish low-growing, durable vegetative cover compatible with utility access and maintenance activities. Wetland areas will be seeded with NDDOT Wetland West (or approved equal) to establish hydrophytic vegetation.

6 Establishment and Maintenance

To promote plant survival in Minot's cold and dry climate, the plan may incorporate supplemental watering during the establishment period using methods such as tree watering bags or similar methods. Maintenance will include monitoring, trimming, and replacement of dead plants within the first five years. Snow damage and other seasonal impacts will be addressed through routine inspections.

Disturbed areas will be seeded following completion of grading and construction activities to stabilize soils and establish vegetative cover. Site preparation will include scarification or light tillage of compacted soils, removal of debris, and application of seed using drill seeding or broadcast methods appropriate for site conditions. Temporary erosion control measures (e.g., straw mulch, hydromulch, and/or erosion control blankets) will be implemented to promote germination and reduce erosion during the establishment period.

During the establishment period, seeded areas will be monitored for successful germination and coverage. Maintenance activities may include reseeding areas with poor establishment, invasive species control, and mowing as needed to manage vegetation height and maintain access necessary for site requirements.

7 Operational Clearances and Access

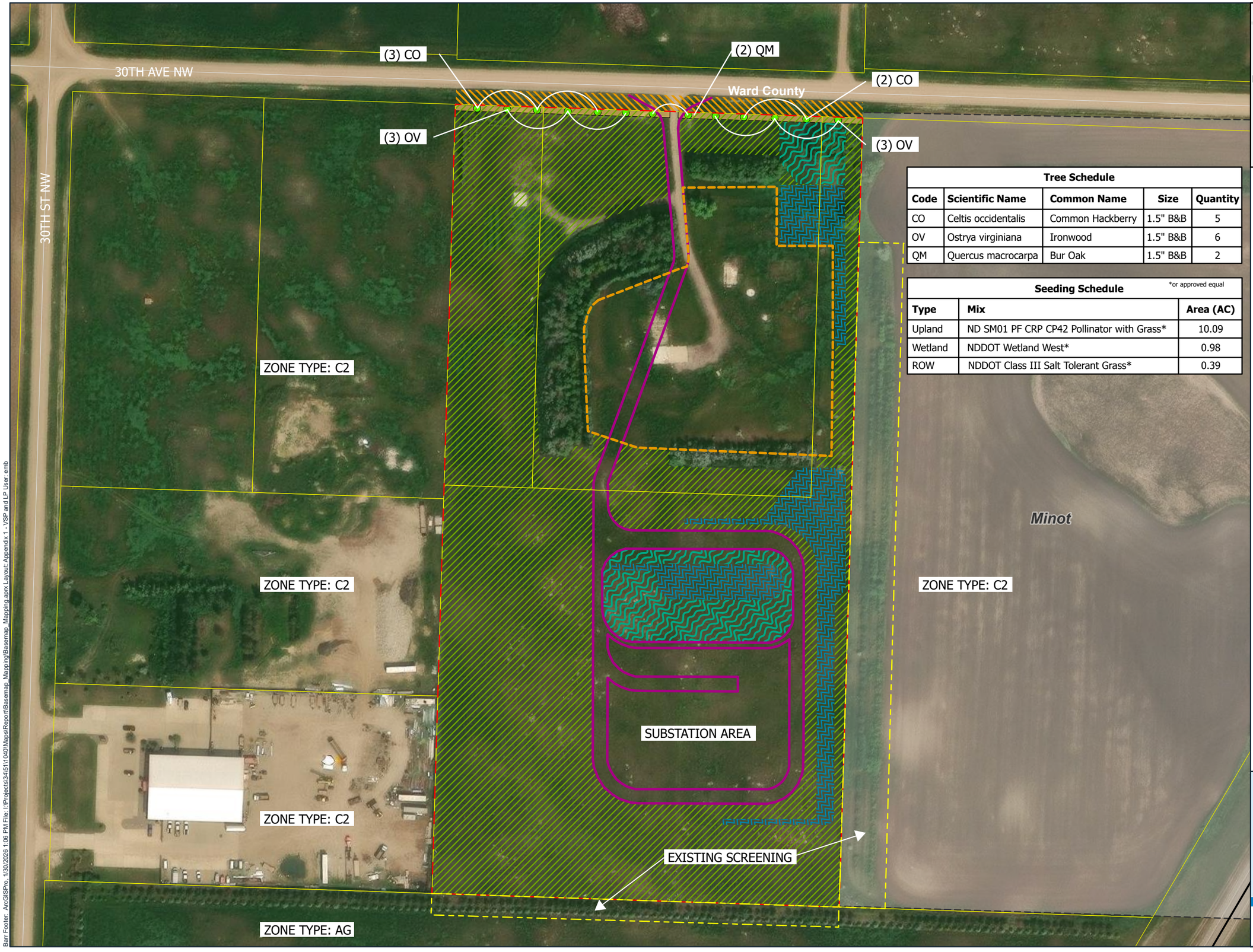
Vegetation will be placed outside required electrical clearance zones to maintain safe distances from live equipment, overhead lines, and areas requiring maintenance access. No trees can be located within 10 feet of the fence line per Xcel Energy standards and safety considerations. Plantings will not impede gate turning radii, fire access routes, or sightlines for security cameras, while still complying with ordinance requirements.

8 Schedule

Planting and seeding will occur following completion of substation construction. Maintenance and monitoring will begin immediately after installation, with inspections scheduled monthly during the growing season for the first five years to ensure plant health and compliance with the approved plan.

Appendix 1

Visual Screening and Landscape Plan

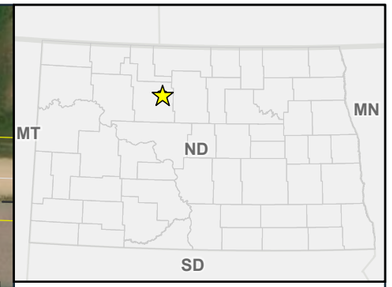


Tree Schedule

Code	Scientific Name	Common Name	Size	Quantity
CO	Celtis occidentalis	Common Hackberry	1.5" B&B	5
OV	Ostrya virginiana	Ironwood	1.5" B&B	6
QM	Quercus macrocarpa	Bur Oak	1.5" B&B	2

Seeding Schedule *or approved equal

Type	Mix	Area (AC)
Upland	ND SM01 PF CRP CP42 Pollinator with Grass*	10.09
Wetland	NDDOT Wetland West*	0.98
ROW	NDDOT Class III Salt Tolerant Grass*	0.39



- ND Major Highways
- ND Streets and Roads
- Municipal Boundary
- Parcels
- Property Extents
- North Screening Strip Extents (10 ft)
- Proposed Trees
- Impervious Extents
- Material Storage Extents
- Existing Offsite Screening Extents
- Water Treatment Basin
- Upland Seeding
- Wetland Seeding
- Road Right of Way (ROW) Seeding

0 150 300
Feet

Imagery: ESRI (2024)

Visual Screening and Landscape Plan
Ward County
115kV Transmission Line
Xcel Energy

APPENDIX 1

BARR

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Docusign Envelope ID: 106B67D0-0496-4424-96FC-B556C27FC01E

Office Address: 1025 31st St. SE
Mailing Address: PO Box 5006
Minot, ND 58702
Email: planner@minotnd.gov
Office Number: 701-857-4122

Planning Department

Annexation Checklist

- [X] **Meet with the Planning Department** to discuss future intentions.
- [X] **Complete Petition for Annexation** Whereas, the properties described below are contiguous to the City of Minot city limits at least at one point; and, whereas, there exists a community of interest, the owner(s) of the property(ies) described below respectfully request incorporation in the City of Minot.

Signature of Owner DocuSigned by: Stacy Norton EFB4D87887A845A... _____

Legal Description of Property (Attached in Survey) PIDs: HA101090000030, HA101090000020, HA101090000010 _____

Signature of Owner _____

Legal Description of Property _____

Signature of Owner _____

Legal Description of Property _____

Legal Description of Property _____

Signature of Owner _____

Legal Description of Property _____

I hereby certify that I circulated this instrument, that the signatures are true and correct and that I:

- [ ] Represent myself only.
- [X] Represent myself and am acting as agent for the aforementioned property owners.
- [ ] Am acting as agent only for the aforementioned property owners

L Sullivan
Signature of Applicant/Representative

1/7/26
Date

State of Minnesota
County of Hennepin

On this 7th day of January, 2026, before me, a Notary Public in and for the said county and state, personally appeared Brian Sullivan known to me to be the person described and who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public

1-7-26
Date

1-31-27
My Commission Expires

CHRISTOPHER C ROGERS
Notary Public
Minnesota
My Commission Expires
Jan 31, 2027

Revision Date: February, 2023

Exhibit 6 – Site Photos



Aerial View 1



Aerial View 2

City of Minot

Planning Commission
Staff Report

Application Date: 02/02/2026
Date of Staff Report: 02/23/2026
Date of Planning Commission Meeting: 03/10/2026

Staff Contact: Doug Diedrichsen AICP, Principal Planner
Staff Recommendation: Approval

Case Number: 2026-09

Project Name: Public Works Sewer and Water Building – Public Zone Plan Review

Current Legal Description: Outlot 14 of the SW ¼ SW ¼ Section 20, Township 155, Range 82

Proposed Legal Description: No Change

Present Address: 1000 31st St. SE

Owners: City of Minot

Representative: Jason Sorenson

Entitlements Requested: Approval of site master plan so a new structure can be constructed within the public works complex to house the Sewer and Water Division.

Present Zone(s): "P" Public District

Present Use(s): Public Works Complex

Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Light Industrial

Proposed Zone(s): No Change

Proposed Use(s): Public utilities

Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by Jason Sorenson, Public Works Director, Representing the City of Minot, owner for a request of an approval of a "P" Public District Site Master Plan on a property zoned "P" Public District. The legal description for the property is Outlot 14 of the SW ¼ SW ¼ Section 20, Township 155, Range 82 Ward County, North Dakota

The address for the property is 1000 31st St. SE.

An aerial photo of the subject property can be found in **Exhibit 1**.

BACKGROUND INFORMATION:

The subject property is located in southeast Minot with a residential neighborhood to the north, Industrial uses to the east and west and the Souris Basin Transportation para-transit facility/garage and other industrial uses to the north. The property is owned by the City of Minot, and is utilized as the public works facility consisting of office space, storage buildings and maintenance garage uses. Applicant is seeking a recommendation of approval for a site master plan as required by the LDO.

A copy of a site plan may be found in **Exhibit 2**.

A map of the area zoning and future land use can be found in **Exhibit 3**.

Site photos can be found in **Exhibit 4.**

STAFF ANALYSIS:

Public Zoned Property Development Master Plan Analysis:

Section 2.22-4 of the Minot Land Development Ordinance (Zoning Ordinance) recognizes that lands zoned "P" Public District require an additional level of review for properties held in public trust. The review of the Public District Master Plan application and any special conditions imposed by either the Zoning Ordinance, the City of Minot Planning Commission, or Development Review Team should occur via a thorough public process as prescribed by Section 9.2-1 including a public hearing, direct noticing to neighboring property owners, and general public noticing within the Minot Daily News.

Section 2.22-4. A & C. and Section 2.22-6 states that the Planning Commission shall find that the application meets all of the following, as applicable:

Section 2.22-4. A. The pre-application meeting with the Development Review Team (DRT) shall be held prior to submittal to Planning Commission. For projects in the "P" zones the composition of the DRT members shall include one (1) member of the Planning Commission and one (1) member of the City Council as appointed by the Mayor. Section 2.22-4. A. is satisfied with the completion of a development review team meeting on December 10, 2026 attended by Alderman Paul Pitner and Planning Commissioner Dustin Offerdahl.

Section 2.22-4. C. The use or change of use of land or building on land zoned "P" District. Any such change by any public agency, or other on public land shall require submittal of a conceptual master plan depicting the general layout of uses on the property, access points, traffic flow, general drainage patterns, sensitive environmental feature and any other additional information as requested by the Development Review Team. Staff finds this section to be satisfied with the submitted site plan.

Section 2.22-6. As with other land development projects, any building constructed or remodeled in the Public Zoning District shall meet specified development requirements. Projects in the "P" zones shall meet the building construction materials and design standards set forth in the C2 zoning district as required in Section 4.2-6 of this ordinance is satisfied.

Comments:

a) There were no public comments at the time of writing this staff report.
b) The application was distributed to city departments and external public agencies within the City for review and no comments were received.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

1) The applicant has submitted a complete application.

2) The property is zoned "P" Public District

3) The City of Minot 2040 Comprehensive Plan Future Land Use Map designation is "Light Industrial".

4) The proposal satisfies the evaluative criteria per Section 2.22-4. A & C. & Section 2.22-6 as outlined in the Staff Analysis section of staff's written report.

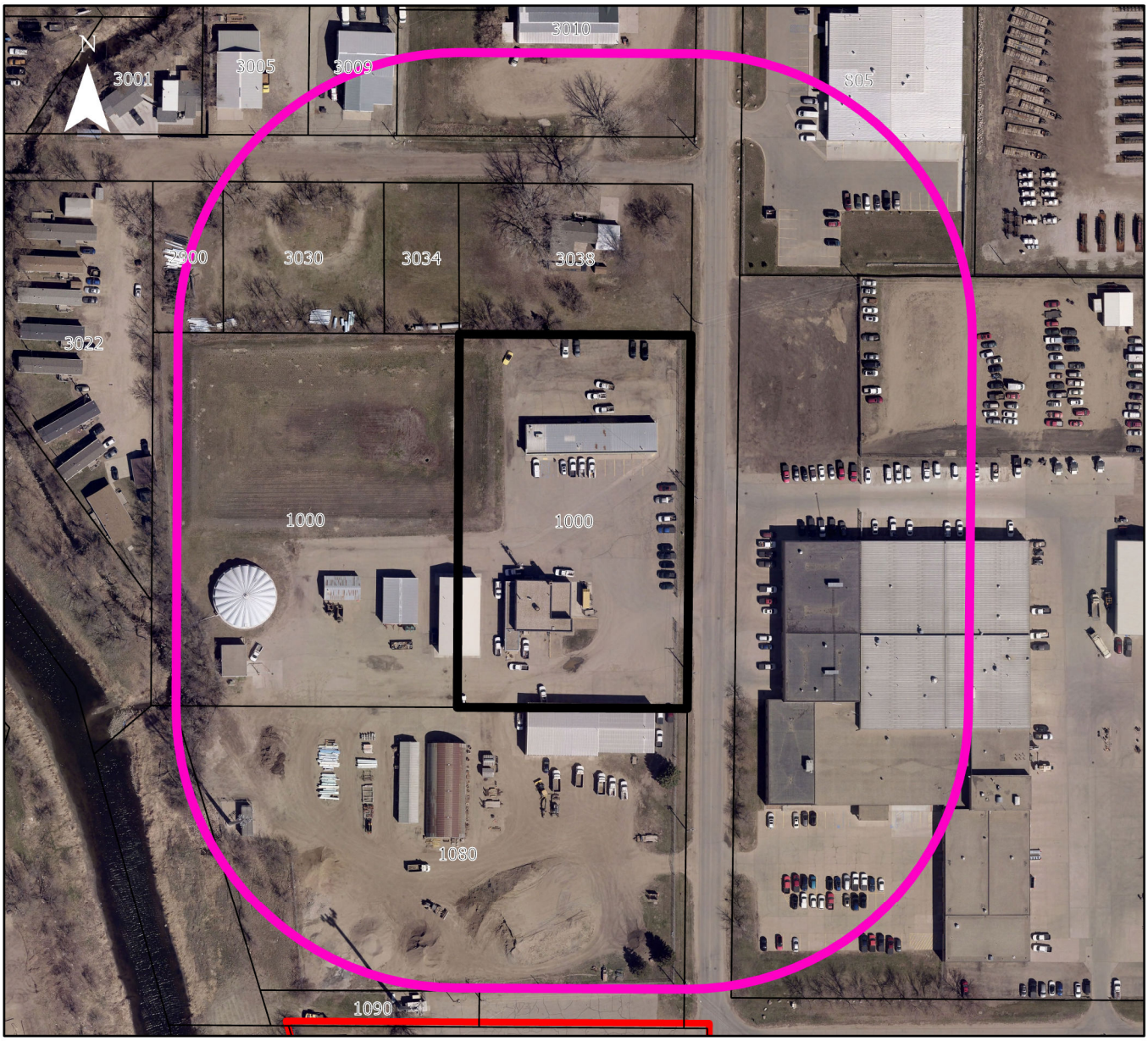
5) The Minot Planning Commission has the authority to recommend approval, with or without conditions, or recommend denial of the Public Land Site Master Plan. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval of the Public Land Development Master Plan.

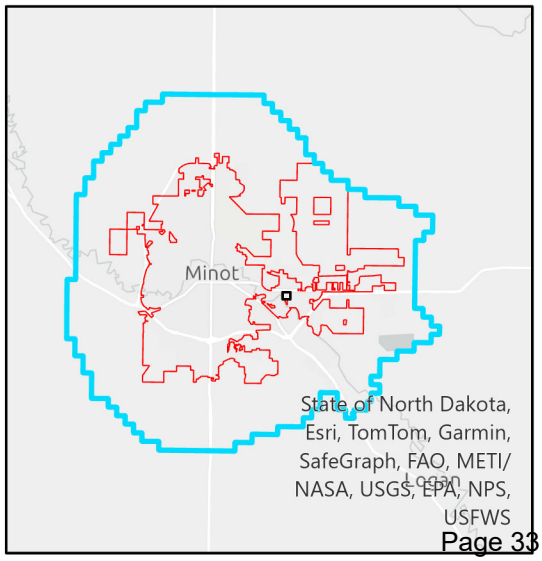
City of Minot

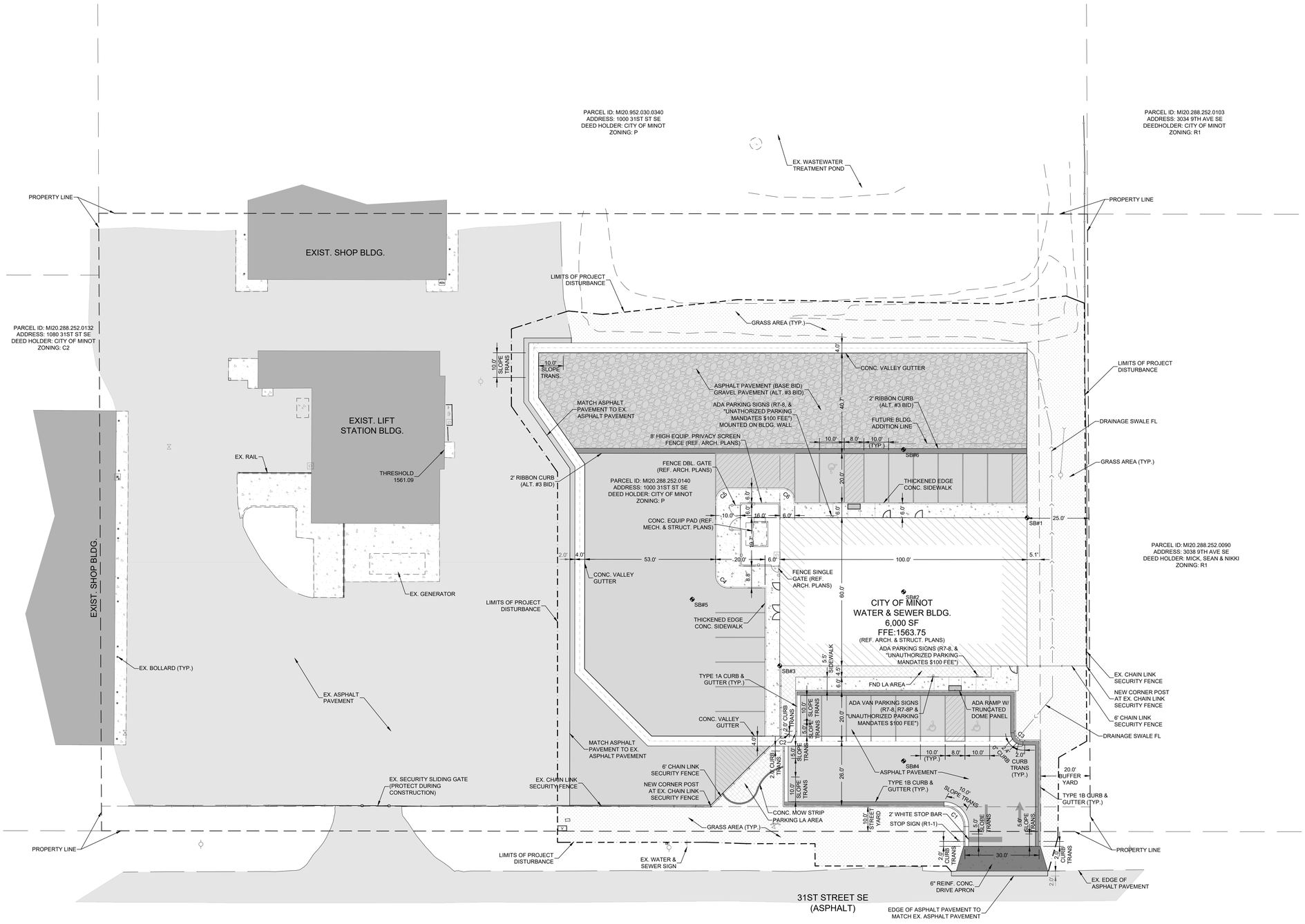
EXHIBIT 1



0 120 240 480 Feet

- City Limits
- Two Mile Boundary
- Case # 2026-09
- Case # 2026-09 Notification Area





CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	12.57'	8.00'	90.00°
C2	1.57'	3.00'	30.00°
C3	4.71'	3.00'	90.00°
C4	7.07'	4.50'	90.00°
C5	7.07'	4.50'	90.00°
C6	7.07'	4.50'	90.00°

10 5 0 10 20

GRAPHIC SCALE:

ATTENTION IS DRAWN TO THE FACT THAT DRAWING SCALES MAY BE ALTERED DURING REPRODUCTION PROCESSES. SCALES SHOWN HEREON ARE BASED ON A FULL SCALE SHEET SIZE OF 24" X 36".

SCALE: 1" = 20'

NOTES:

1. VERTICAL DATUM: NAVD88
   HORIZONTAL DATUM: LOCAL COORDINATE SYSTEM
   GRID UNITS: US SURVEY FEET
2. THE UNDERGROUND UTILITIES ARE GENERAL LOCATIONS FURNISHED BY THE UTILITY COMPANIES AND CITY ENGINEERS OFFICE. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
3. ALL EX. UNDERGROUND UTILITIES, PIPE SIZES, MATERIAL TYPES AND DEPTHS ARE TO BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
4. ALL CONSTRUCTION TO BE PERFORMED IN FULL ACCORDANCE WITH THE 2025 CITY OF MINOT STANDARD SPECIFICATIONS UNLESS OTHERWISE EXPLICITLY CALLED FOR WITHIN THE CONSTRUCTION DOCUMENTS.
5. CONTRACTOR IS RESPONSIBLE FOR REFERENCING M.T.S. GEO-TECH REPORT AND PERFORMING ALL SOIL CORRECTION RECOMMENDATIONS PRIOR TO START OF CONSTRUCTION OF BUILDING OR ANY HARD SURFACING.
6. PROVIDE A 10' TRANSITION BETWEEN TYPE 1A & 1B CURBS.
7. PROVIDE A 5' TRANSITION BETWEEN A TYPE 1A OR 1B CURBS TO NO SLOPE GUTTERS OR WHERE TYPE 1A CURB TIES INTO THE VALLEY GUTTER.

PAVEMENT LEGEND:

- ASPHALT PAVEMENT (LT. DUTY SECTION)
- CONCRETE PAVEMENT
- CONCRETE PAVEMENT (6" REINFORCED)
- GRAVEL PAVEMENT (ALTERNATE 1 BID)
- SOIL BORING (APPROX. LOCATION) (REF. MTS GEO-TECH REPORT TYP.)

SITE SUMMARY:

OWNER:
CITY OF MINOT

LEGAL DESCRIPTION:
OUTLOTS SEC 20 155 82 OUTLOT 14 SW1/4SW1/4

ZONING: P

AREA : 285,753 SF

PHYSICAL ADDRESS:
1000 31ST ST SE

SETBACKS:
FRONT - 0'
SIDES - 0'
REAR - 0'

YARDS:
STREET LANDSCAPING - 10'
BUFFER YARD - 20'

PARKING:
PUBLIC SERVICES-ADMIN OFFICES 2 SPACES PER 1,000 SF

REQUIRED:	
6,000 SF/1,000 SF	6 SPACES
ADA REQ'D SPACES	1 SPACE
PROVIDED:	
PUBLIC SPACES	8 SPACES
NON-PUBLIC SPACES	14 SPACES
TOTAL PROVIDED	22 SPACES
PUBLIC ADA PARKING SP. (INCL. IN TOTAL)	2 SPACES
NON-PUBLIC ADA PARKING SP. (INCL. IN TOTAL)	1 SPACE

ACKERMAN-ESTVOLD
MINOT | WILLISTON | FARGO | BOISE
www.ackerman-estvold.com

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City of Minot

REGISTERED PROFESSIONAL ENGINEER
SEAN R. WEEKS
PE-6897
DATE 1-20-26
NORTH DAKOTA

WATER & SEWER BUILDING

CITY OF MINOT
1000 31st St. SE
MINOT, ND 58701

DATE
01/20/26

CONSTRUCTION DOCUMENTS

REVISION SCHEDULE

#	DATE	REVISION

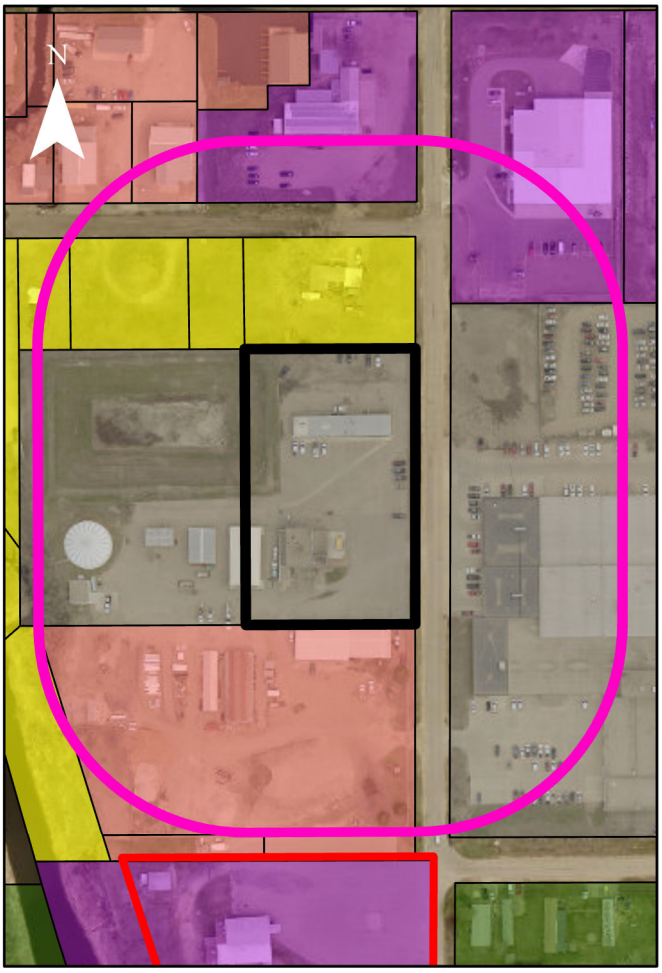
PROJECT NO:	R25132
DRAWN BY:	ARB
CHECKED BY:	ARB

SHEET
C401
SITE PLAN

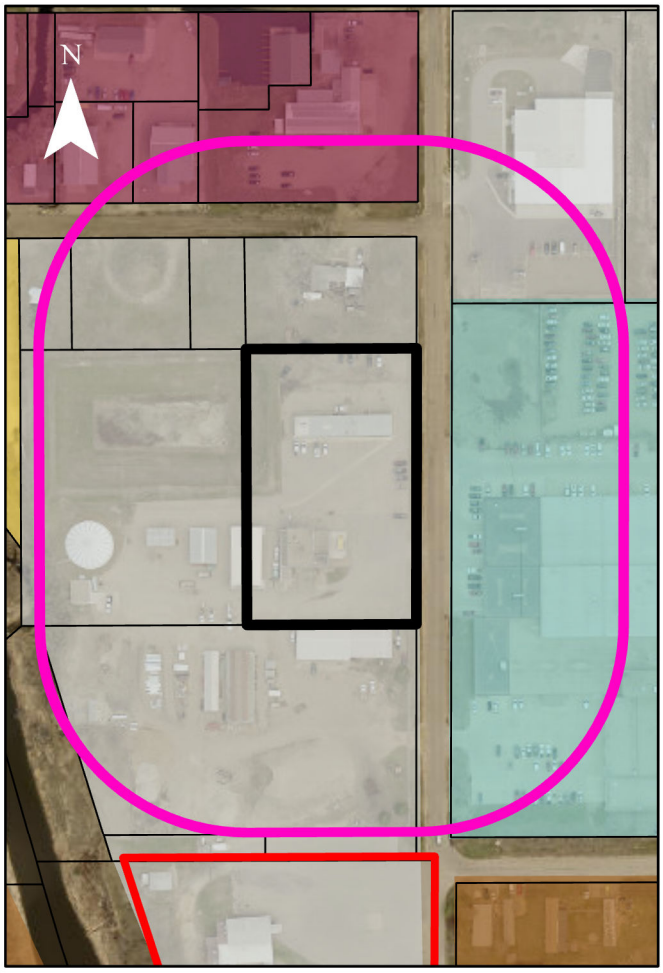
1/19/2026
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City of Minot

ZONING



FUTURE LAND USE



0 135 270 540 Feet

Zoning

- C2
- M1
- MH
- P
- R1

Both Maps

- Case # 2026-09
- Case # 2026-09 Notification Area

Land Use Type

- Public Institutional
- Suburban Residential
- General Commercial
- Light Industrial
- Manufactured Home Community

Exhibit 4 – Site Photos



Facing West



Facing North



Facing East



Facing South

City of Minot

Planning Commission
Staff Report

Application Date: 01/28/2026
Date of Staff Report: 02/23/2026
Date of Planning Commission Meeting: 03/10/2026

Staff Contact: Doug Diedrichsen AICP, Principal Planner
Staff Recommendation: Approval

Case Number: 2026-10
Project Name: Sunset Gardens Addition – Preliminary Plat
Current Legal Description: See the project description below.

Proposed Legal Description: Lot 1 & 2 of Sunset Gardens Addition to the City of Minot

Present Address: See the project description below.

Owners: Casey Schmidt

Representative: Casey Schmidt

Entitlements Requested: Major Subdivision Preliminary Plat

Present Zone(s): "C2" General Commercial District

Present Use(s): Cemetery, Residential

Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Ag and Open Space

Proposed Zone(s): No Change

Proposed Use(s): No Change

Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by Casey Schmidt, owner for a request of a preliminary plat to subdivide a property zoned "C2" General Commercial District. The legal description for the property is Lots A and B along with Outlot 3 lying in the SE ¼ Section 26, Township 156, Range 83, Ward County, North Dakota.

The subject property address is 200 62nd Ave NW.

An aerial photo of the subject property can be found in **Exhibit 1.**

BACKGROUND INFORMATION:

The property owner seeks to rearrange five (5) lots and consolidate them into two (2) lots in order to separate the cemetery use from the supporting residential and facilities maintenance areas.

The preliminary plat can be found in **Exhibit 2.**

The zoning and future land use map designation of the subject property and surrounding area is provided in **Exhibit 3**.

Site photos are provided in **Exhibit 4**.

STAFF ANALYSIS:

Subdivision Design Standards:

Section 10.2-7 C. of the Land Development Ordinance of the City of Minot (LDO) covers the process of application and submittal for a major subdivision preliminary plat. The applicant has submitted the necessary application documents required per Section 10.2-7 C. 2. and noticing has been conducted as required per 9.2-1 (B) and (C).

Section 10.2-7. D. requires that staff's report consider the nature of the proposed development as prescribed within Section 10.2-5 relating to whether or not it meets the technical requirements of Article 10, and if not, whether any such requirements should be waived. To that end, staff provides the following guidance based on the various requirements of Chapter 10.3 – Design Standards:

Section 10.3-1, requiring the proposed subdivision to be designed in accordance with the standards of Chapter 10.3, the Land Development Ordinance as a whole, and a list of various other plans and codes, is satisfied.

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout, which proposes two lots, each with adequate terrain and access to be suitable for development. Staff finds Section 10.3-2 is satisfied.

Section 10.3-3. requires that a subdivision name not already be utilized elsewhere and spelled correctly. The name Sunset Gardens Addition has not yet been taken and is spelled correctly. Section 10.3-3. is satisfied.

Section 10.3-4. A-F. relating to Street Names and Numbering is not applicable, as there are no additional streets proposed via this subdivision.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as those properties to be zoned meet the minimum lots size and dimensional standards for the "C2" General Commercial District.

Section 10.3-12 is satisfied. This is an existing development on previously unplatted land that is looking to do simple lot line adjustments.

Section 10.3-13. is satisfied. Section 10.3-13. A. is relating to the dedication of right-of-way, easements, and street widths.

Section 10.3-14 is satisfied. This section relates to sidewalks, sidewalks are not required.

Section 10.3-15 related to public utilities is satisfied. Any expansion or connection to public utilities would be at the expense of the developer. Connection fees would apply at the rate set for this district, to be collected at the time of building permit application.

Section 10.3-21 related to financial security for necessary infrastructure improvements is not applicable.

Section 10.3-22 is satisfied, as the applicant is required to follow all City permitting processes for construction.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and comments were not received.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

1) The applicants have submitted a complete application.

2) The property is zoned "C2" General Commercial District on the Official Zoning Map and has a "Ag & Open Space" designation on the Future Land Use Map of the 2040 Comprehensive Plan.

3) The applicant's request is consistent with the bulk requirements of Chapter 2.14 – "C2" General Commercial District of the Land Development Ordinance of the City of Minot (LDO).

4) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.

5) The Minot Planning Commission has the authority to recommend approval, with or without conditions, or

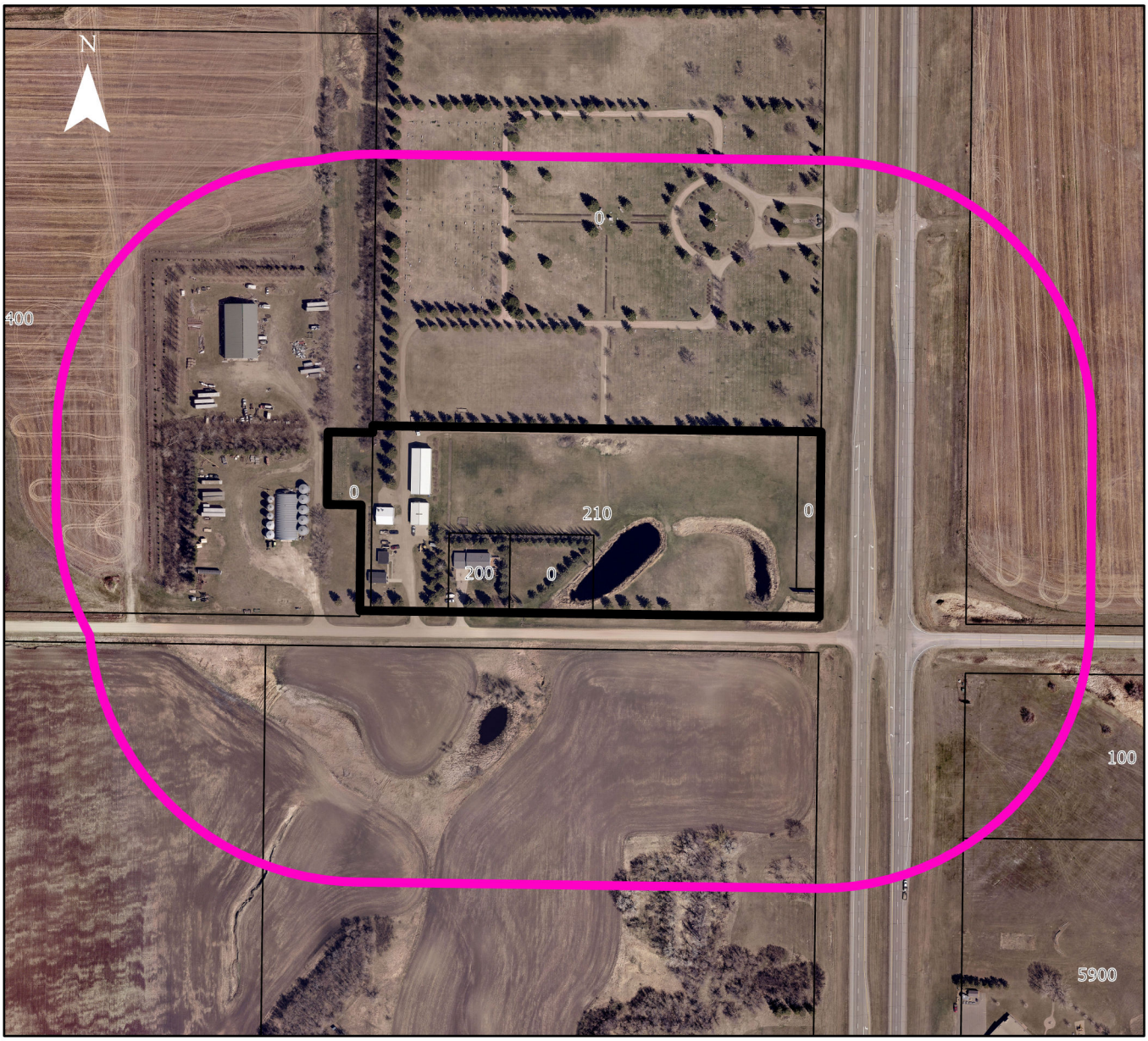
recommend denial of the Major Subdivision Preliminary Plat. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

STAFF RECOMMENDATION TO PLANNING COMMISSION:

Staff recommends the Planning Commission adopt staff findings of fact and recommend City Council approve the Major Subdivision Preliminary Plat for Sunset Gardens Addition without conditions.

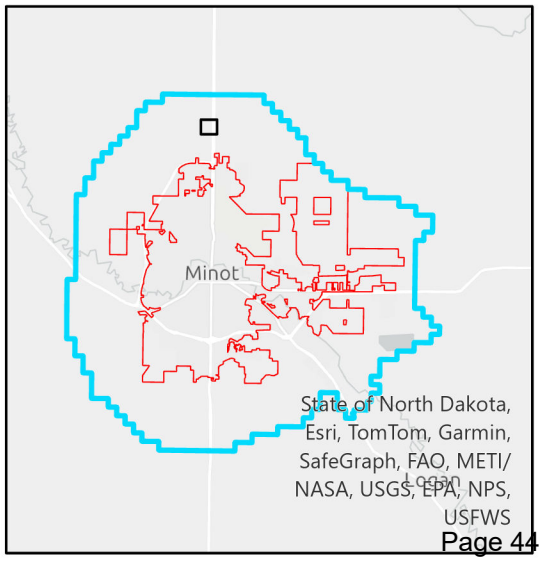
City of Minot

EXHIBIT 1



0 245 490 980 Feet

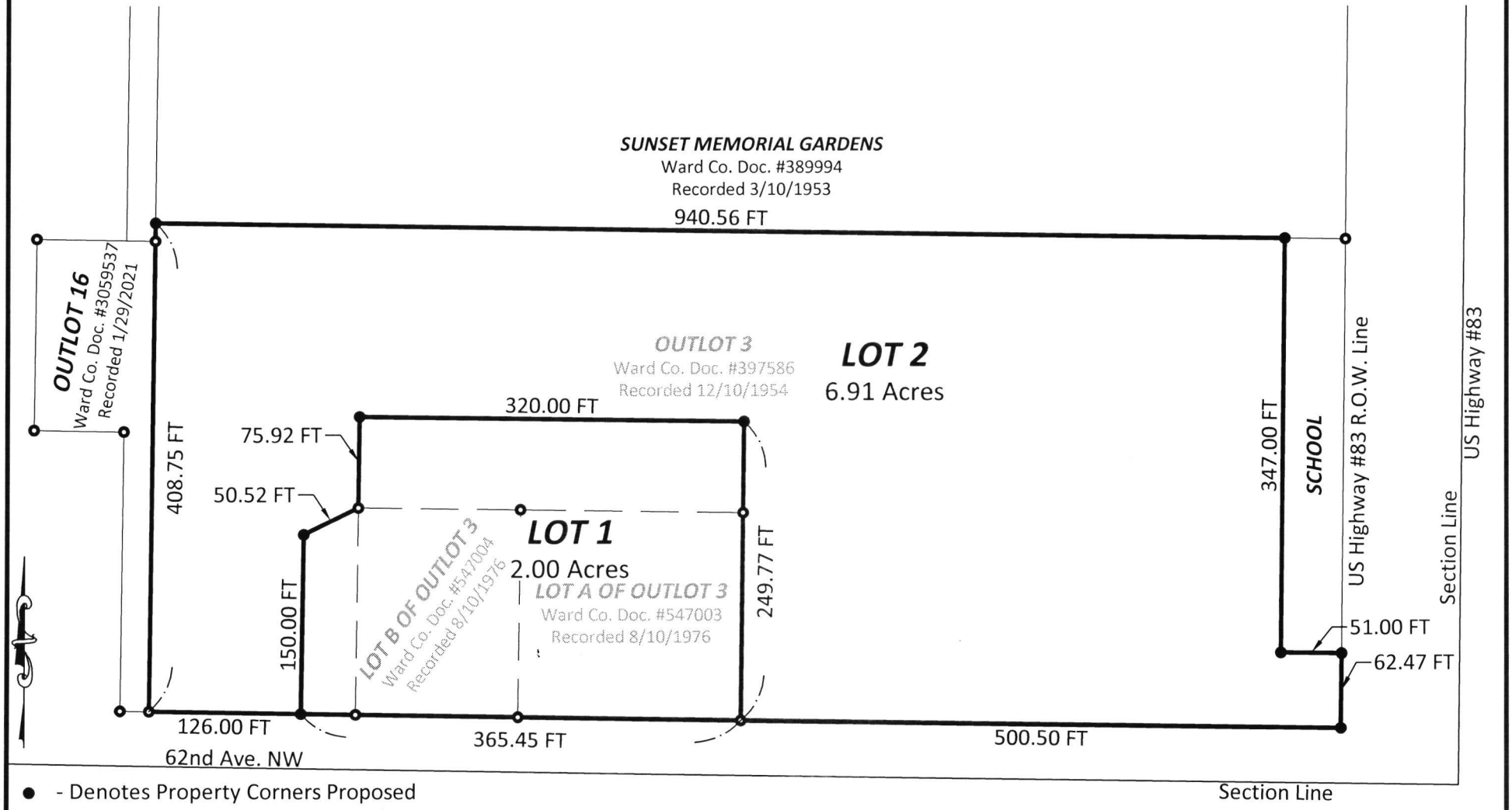
City Limits
Two Mile Boundary
Case # 2026-10
Case # 2026-10 Notification Are4a



PRELIMINARY PLAT OF SUNSET GARDENS

TO THE CITY OF MINOT, NORTH DAKOTA

BEING OUTLOT 3, LOT A OF OUTLOT 3 AND LOT B OF OUTLOT 3, LYING IN THE SE¼,
SECTION 26, TOWNSHIP 156 N, RANGE 83 W,
TO THE CITY OF MINOT



- ● - Denotes Property Corners Proposed
- o - Denotes Property Corners Found

NOTES:

- For planning purposes only.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- Plat is subject to all prior easements of record.
- A 10' utility Easement is located on the street side of every lot and where noted.

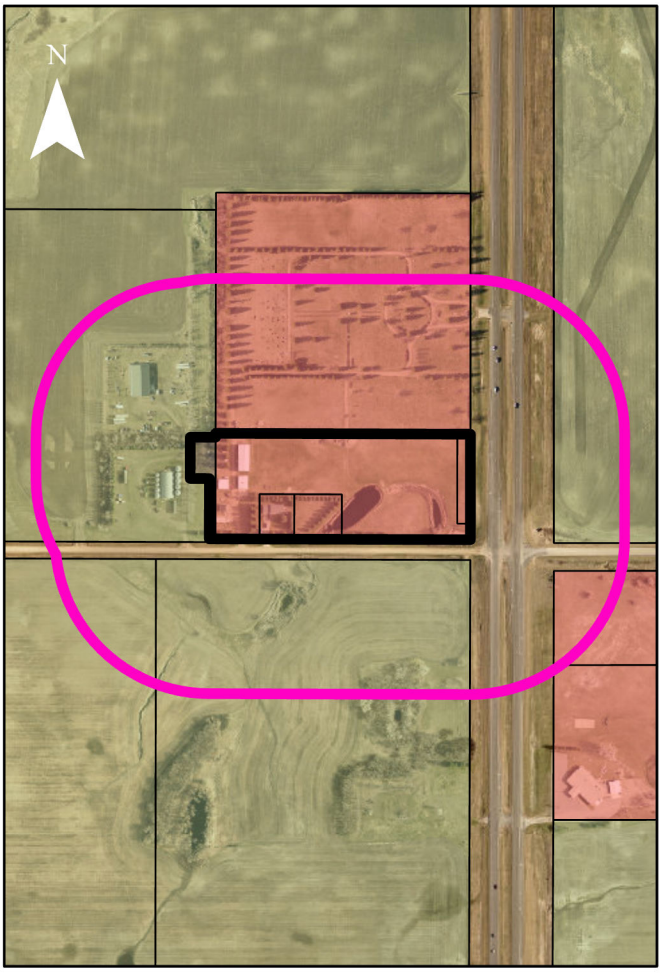
125 0

Scale: 1" = 125'

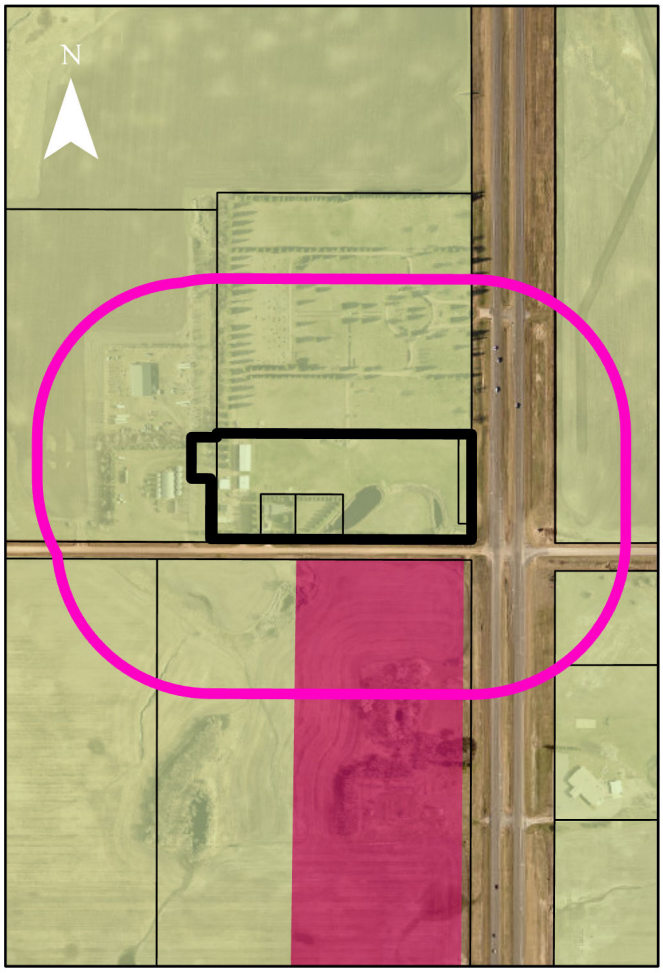
WOLD ENGINEERING, P.C.
915 East 11th Street - PO Box 237 - Bottineau, ND 58318
110 8th Avenue Southwest - Minot, ND 58701
316 Eastdale Drive - PO Box 1277 - Bismarck, ND 58502

City of Minot

ZONING



FUTURE LAND USE



0 350 700 1,400 Feet

Zoning

- AG
- C2
- P

Both Maps

- Case # 2026-10
- Case # 2026-10 Notification Are4a

Land Use Type

- Agricultural and Open Space
- Gateway Commercial
- Agricultural and Open Space

Exhibit 4 – Site Photos



Aerial View 1



Aerial View 2

City of Minot

Planning Commission
Staff Report

Application Date: 01/29/2026
Date of Staff Report: 02/23/2026
Planning Commission Meeting: 03/10/2026

Staff Contact: Doug Diedrichsen AICP, Principal Planner
Staff Recommendation: Approval

Case Number: 2026-11

Project Name: Stonebridge Farms 7th Addition – Prelim Plat, Annex, Zone Change, Easement Vacation

Current Legal Description: See Project Description

Proposed Legal Description: Block 1 & 2 of Stonebridge Farms 7th Addition to the City of Minot

Present Address: Unaddressed

Representative: Rob Berard, Ackerman Surveying

Owner: Four Seasons Construction Inc.

Entitlements Requested: Preliminary Plat approval, Zoning Map Amendment from "Ag" Agricultural District to "R1S" Single Family Residential with Small Lot Flexibility District, Annexation and a utility easement vacation

Present Zone(s): "Ag" Agricultural District

Present Use(s): Vacant

Uses Allowed in Present Zone(s): See Chapter 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Suburban Residential

Proposed Zone(s): "AG" Agricultural District, "P" Public District and "R1S" Single Family Residential with small lot flexibility

Proposed Use(s): Residential

Uses Allowed in Proposed Zone(s): See Chapter 2.2 for allowed and conditionally permitted uses within each district

Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by Rob Berard, Ackerman Surveying representing Four Season Construction Inc., owner for a request of a zoning map amendment from "AG" Agricultural District to "R1S" Single-Family District with

Small Lot Flexibility and "P" Public District, annexation, preliminary plat and easement vacation. The legal description for the property is Stonebridge Farms 1st & 4th Additions less N 40' to the City of Minot, Ward County, North Dakota

The subject properties addresses are unassigned

An aerial map of the subject property may be found in **Exhibit 1**

BACKGROUND INFORMATION:

The property owner seeks to realign, annex, rezone Lot 1 from "AG" Agricultural (AG) to "R1S" Single Family Residential with Small Lot Flexibility and vacate a utility easement. There is also a stormwater project on Lot 2 of Block 2 that will be rezoned to public to support future infrastructure for the subdivision. The subject property was designated Suburban Residential in the 2040 Comprehensive Plan. Annexation will address its position adjacent to city limits and will be evaluated by City Council along with the recommendation from Planning Commission on the preliminary plat, zoning map amendment and easement vacation request.

The preliminary plat can be found in **Exhibit 2**.

The zoning and future land use map are provided in **Exhibit 3**.

Annexation Exhibit is provided in **Exhibit 4**.

Easement Vacation Exhibit provided in **Exhibit 5.**

Site photos are provided in **Exhibit 6.**

STAFF ANALYSIS:

Annexation:

The City of Minot follows North Dakota Century Code (NDCC) Chapter 40-51.2 procedures involving annexation requests. NDCC 40-51.2-03 provides for owners of property to request annexation and City Council may approve such requests by ordinance. Staff is supportive of the annexation request.

Subdivision Design Standards:

Section 10.2-7 C. of the Land Development Ordinance of the City of Minot (LDO) covers the process of application and submittal for a major subdivision preliminary plat. The applicant has submitted the necessary application documents required per Section 10.2-7 C. 2. and noticing has been conducted as required per 9.2-1 (B) and (C).

Section 10.2-7. D. requires that staff's report consider the nature of the proposed development as prescribed within Section 10.2-5 relating to whether or not it meets the technical requirements of Article 10, and if not, whether any such requirements should be waived. To that end, staff provides the following guidance based on the various requirements of Chapter 10.3 – Design Standards:

Section 10.3-1, requiring the proposed subdivision to be designed in accordance with the standards of Chapter 10.3, the Land Development Ordinance as a whole, and a list of various other plans and codes, is satisfied.

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout, which proposes twelve (12) lots, each with adequate terrain and access to be suitable for development. Staff finds Section 10.3-2 is satisfied.

Section 10.3-3. requires that a subdivision name not already be utilized elsewhere and spelled correctly. The name Stonebridge Farms 7th Addition has not yet been taken and is spelled correctly. Section 10.3-3. is satisfied.

Section 10.3-4. A-F. relating to Street Names and Numbering is not applicable, as there are no additional streets proposed via this subdivision.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as they all meet the dimensional standards of the proposed zoning district.

Section 10.3-12 relating to block design is satisfied as it follows the concept plans submitted and approved on previous plats.

The requirements of Section 10.3-13. A. relating to the dedication of right-of-way, easements, and street widths is satisfied.

Sections 10.3-14 relates to sidewalks, Section 10.3-14 is satisfied.

Section 10.3-15 related to public utilities is satisfied. Any expansion or connection to public utilities would be at the expense of the developer. Connection fees would apply at the rate set for this district, to be collected at the time of building permit application.

Section 10.3-21 related to financial security for necessary infrastructure improvements is not applicable.

Section 10.3-22 is satisfied, as the applicant is required to follow all City permitting processes for construction.

<u>Zoning Map Amendment Analysis:</u>

Section 9.1-7 of the Minot Land Development Code provides the procedures for amending the official zoning map of the City of Minot. Section 9.2 provides the noticing requirements for public hearings held by the Planning

Commission. Section 9.1-7 D. recognizes that the future land use map may need to be amended to support any rezoning request. The applicant has submitted the necessary application documents required per Section 9.1-7 C. and noticing has been conducted as required per Section 9.2.

The subject property future land use designation is Suburban Residential, which aligns with the proposed zone change to "R1S" Single Family Residential with Small Lot Flexibility District and "P" Public District. Staff finds no future land use map amendment is necessary.

Section 9.1-7 E. 2. requires the Planning Commission to provide findings of fact to ensure the criteria included in Section 9.1-7 H. has been satisfied in order to support any recommendation regarding any proposed changes to the zoning map or Future Land Use Map. Staff provides the following guidance:

Section 9.1-7 H. relates to whether or not the proposed zoning map amendment is justified due to a change in conditions, error in the zoning map, or by in order to fulfill the future land use map of the Comprehensive Plan. The request stems from an effort to align zoning with the Future Land Use Map, as the "R1S" Single Family Residential with Small Lot Flexibility District and "P" Public District are a complimentary zone to the Suburban Residential designation on the FLU map. Section 9.1-7 H. 1 is satisfied.

The City and other agencies will be able to provide necessary public services and facilities to serve the proposed development. Section 9.1-7 H. 2 is satisfied.

Section 9.1-7 H. 3 requires that the proposed zoning map amendment will not substantially diminish the condition or value of property in the vicinity. Staff finds no evidence that the zoning map amendment to "R1S" Single Family Residential with Small Lot Flexibility District or "P" Public District will diminish the condition or value of property within the vicinity. The adjacent properties have primary been developed with similar residential uses. Section 9.1-7. H. 3. is satisfied.

Section 9.1-7. H. 4. requires the zoning change to be consistent with the purpose of the Land Development Ordinance of the City of Minot, the Comprehensive Plan, and other adopted plans and policies of the City. The proposed development must comply with all development standards within the Land Development Ordinance of the City of Minot and the zoning map amendment aligns with the future land use designation of Suburban Residential in the City of Minot 2040 Comprehensive Plan. Therefore, Section 9.1-7. 4. is satisfied.

Easement Vacation Standards:

Chapter 40-39 of North Dakota Century Code covers the process of application and submittal for opening and vacation streets, alleys and public places. The applicant has submitted the necessary application documents required and noticing has been conducted as required per 9.2-1 (B) and (C).

NDCC 40-39-05. Petitions for vacation of streets, alleys, or public grounds to meet the following. No public grounds, streets, alleys, or parts thereof within a municipality shall be vacated or discontinued by the governing

body except on a petition signed by all of the owners of the property adjoining the plat to be vacated. Such petition shall set forth the facts and reasons for such vacation, shall be accompanied by a plat of such public grounds, streets, or alleys proposed to be vacated, and shall be verified by the oath of at least one petitioner. To that end, staff provides the following guidance

The owner of the property has submitted a petition to vacate a utility easement on their property accompanied by a copy of the current plat, a vacation exhibit prepared and stamped by a licensed land surveyor and a letter of intent for the request referring to a request for a building permit for new construction on the subject property that would encroach on the vacant easement. NDCC 40-39-05 is satisfied.

NDCC 40-39-06, requiring public hearing notification, is satisfied with public hearing notices being mailed via certified letter to all properties within 300', addition mailings to properties within 600' as required the Land Development Ordinace of the City of Minot for application in the Extraterritorial Zoning Jurisdiction and publication of hearing notices as required by Section 9.2-1. B. of the Land Development Ordinace of the City of Minot.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and no comment was received.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

1) The applicants have submitted a complete application for annexation, preliminary plat, easement vacation and zoning map amendment.

2) The applicant's request is consistent with the bulk requirements of Chapter 2.7 – "R1S" Single Family Residential with Small Lot Flexibility District and Chapter 2.22 "P" Public District of the Land Development Ordinance of the City of Minot (LDO).

3) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.

4) The present zoning is "AG" Agricultural District.

5) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Suburban Residential.

6) Section 9.1-7 H. 1. is satisfied, as the FLU map denotes this area as Suburban Residential and the proposal is to zone the property as "R1S" Single Family Residential with Small Lot Flexibility District and "P" Public District are in alignment with the FLU map designation.

7) Section 9.1-7 H. 2 is satisfied, as the City and other public agencies will be able to provide services to support the request.

8) Section 9.1-7 H. 3 is satisfied, as there exists no evidence that the proposed development will substantially diminish the condition or value of property in the vicinity.

9) The zoning map amendment is consistent with the purpose of the Minot Land Development Ordinance and other adopted policies of the City per Section 9.1-7 H. 4.

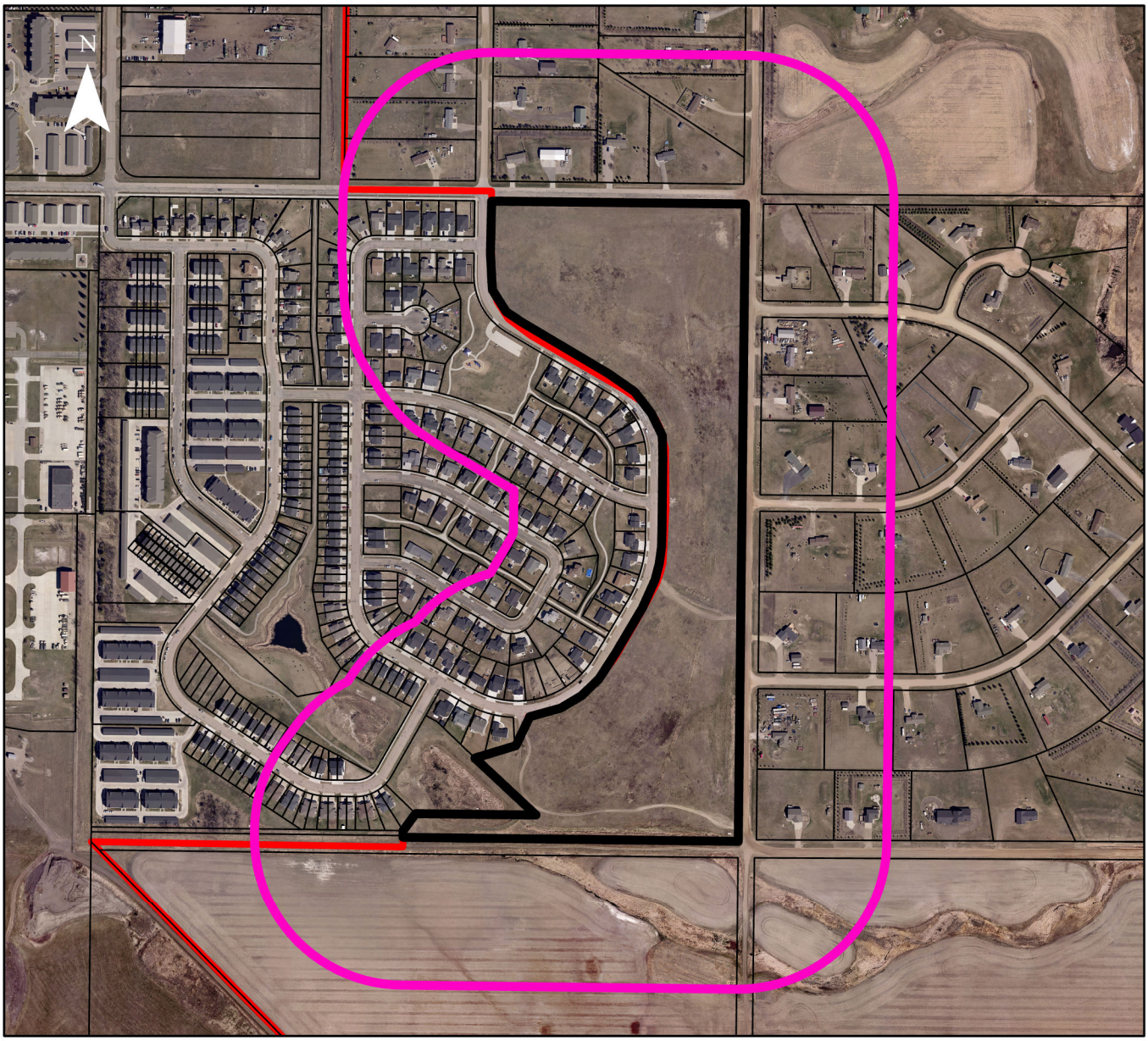
10) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval to City Council for a zoning map amendment from “Ag” Agricultural District to “R1S” Single Family Residential with Small Lot Flexibility District and “P” Public District and Planning Commission recommend approval of the preliminary plat, annexation, and easement vacation without conditions.

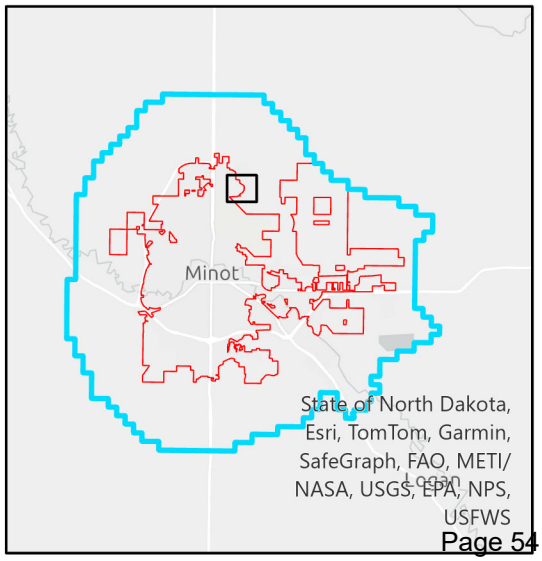
City of Minot

EXHIBIT 1



0 450 900 1,800 Feet

City Limits
Two Mile Boundary
Case # 2026-11
Case # 2026-11 Notification Area

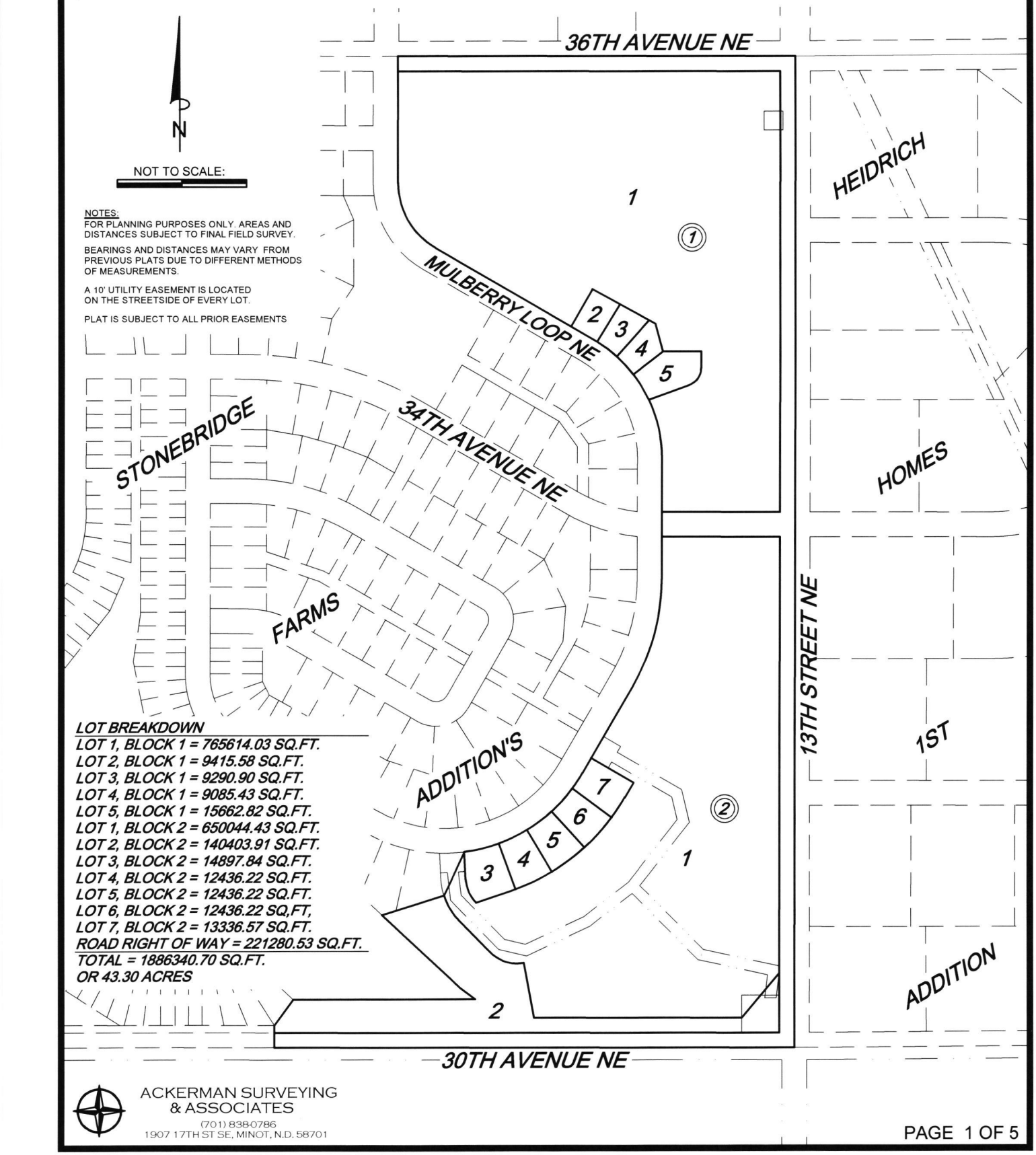


PRELIMINARY PLAT OF

STONEBRIDGE FARMS 7TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING AN UNPLATTED PORTION OF THE SE1/4 OF SECTION 1,
TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



NOTES:
FOR PLANNING PURPOSES ONLY. AREAS AND DISTANCES SUBJECT TO FINAL FIELD SURVEY.

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.

A 10' UTILITY EASEMENT IS LOCATED ON THE STREETSIDE OF EVERY LOT.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS

LOT BREAKDOWN
LOT 1, BLOCK 1 = 765614.03 SQ.FT.
LOT 2, BLOCK 1 = 9415.58 SQ.FT.
LOT 3, BLOCK 1 = 9290.90 SQ.FT.
LOT 4, BLOCK 1 = 9085.43 SQ.FT.
LOT 5, BLOCK 1 = 15662.82 SQ.FT.
LOT 1, BLOCK 2 = 650044.43 SQ.FT.
LOT 2, BLOCK 2 = 140403.91 SQ.FT.
LOT 3, BLOCK 2 = 14897.84 SQ.FT.
LOT 4, BLOCK 2 = 12436.22 SQ.FT.
LOT 5, BLOCK 2 = 12436.22 SQ.FT.
LOT 6, BLOCK 2 = 12436.22 SQ,FT,
LOT 7, BLOCK 2 = 13336.57 SQ.FT.
ROAD RIGHT OF WAY = 221280.53 SQ.FT.
TOTAL = 1886340.70 SQ.FT.
OR 43.30 ACRES

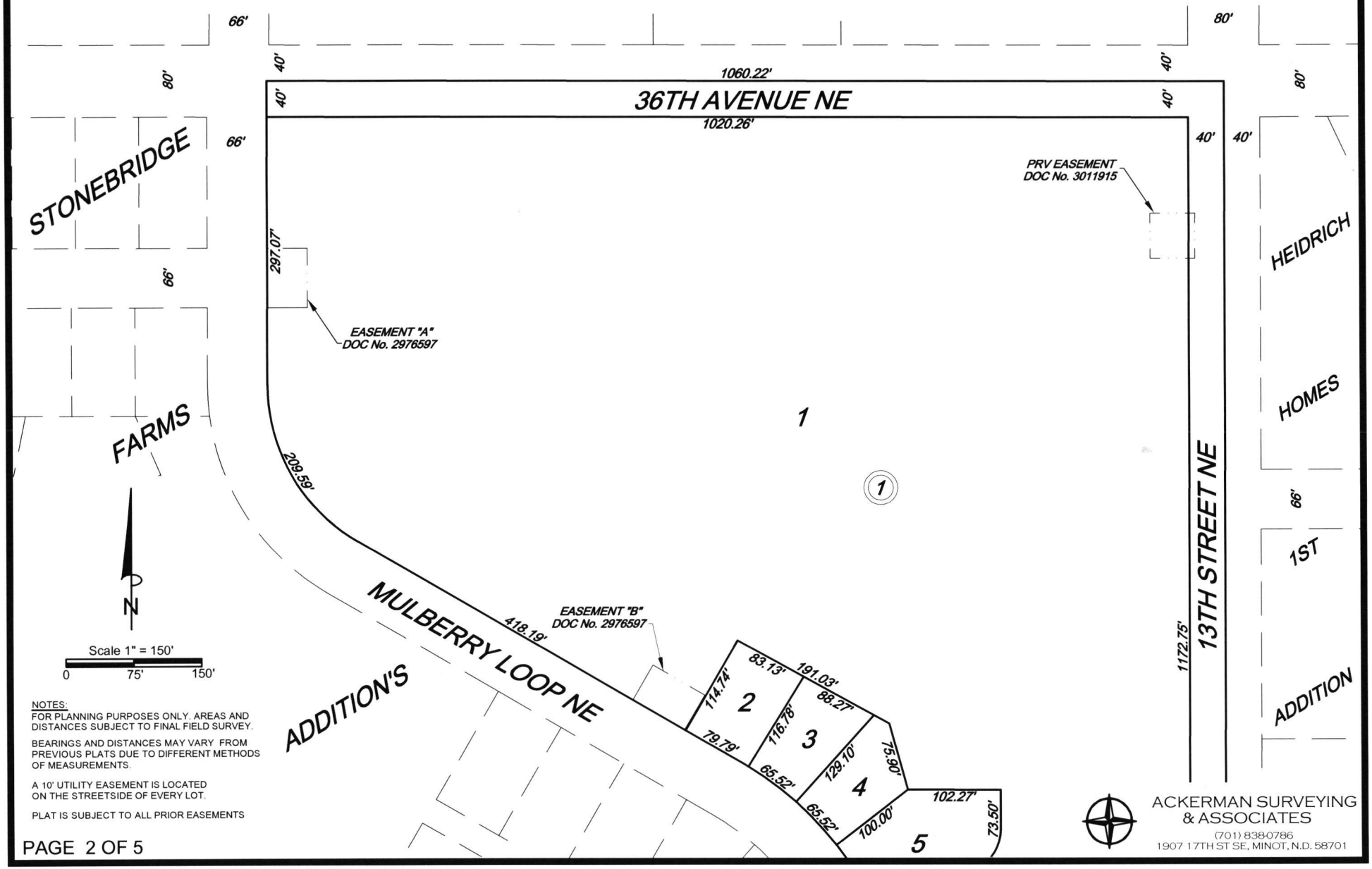
ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 7TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING AN UNPLATTED PORTION OF THE SE1/4 OF SECTION 1,
TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



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A 10' UTILITY EASEMENT IS LOCATED ON THE STREETSIDE OF EVERY LOT.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS

ACKERMAN SURVEYING & ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

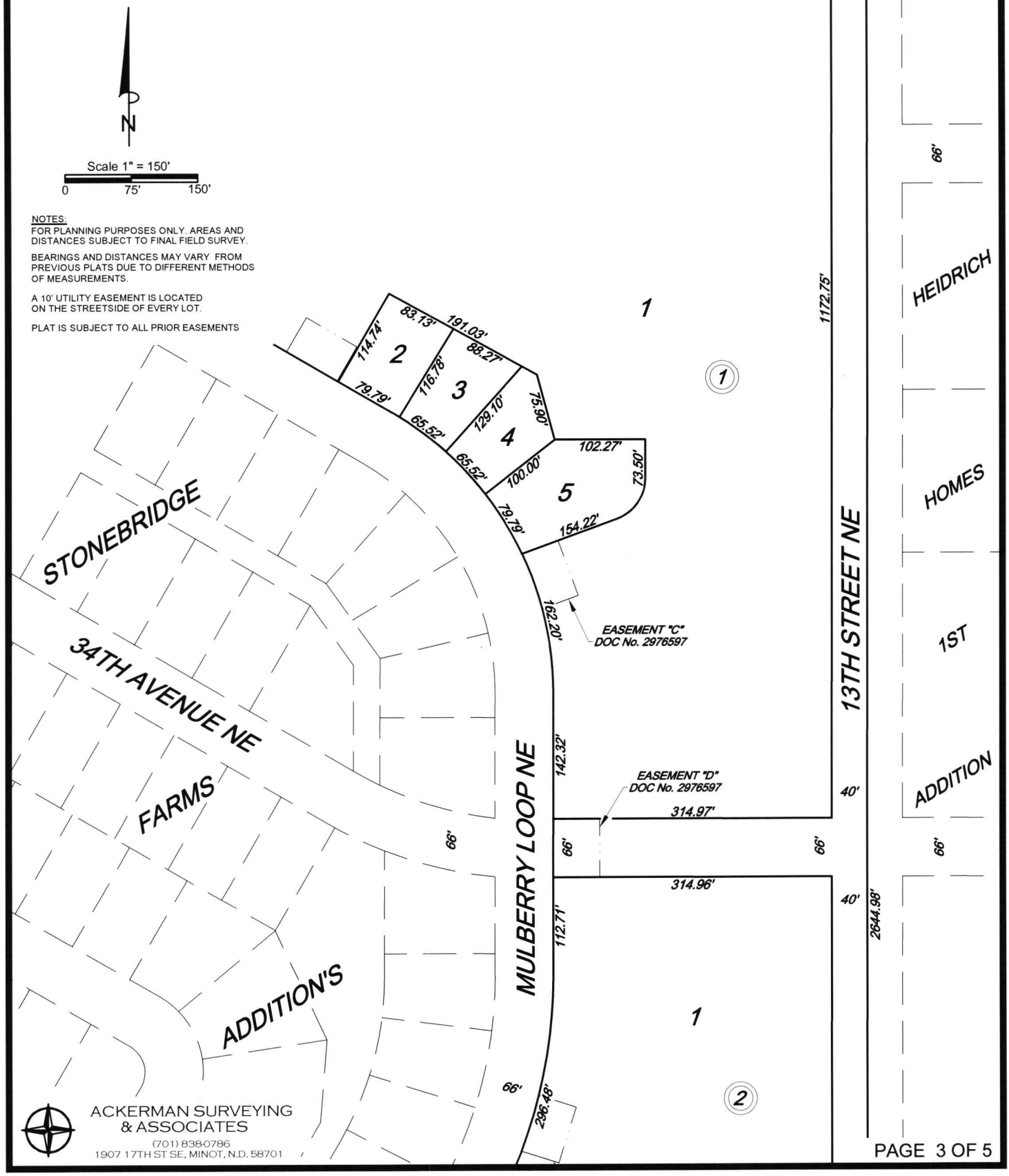
PAGE 2 OF 5

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 7TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING AN UNPLATTED PORTION OF THE SE1/4 OF SECTION 1,
TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



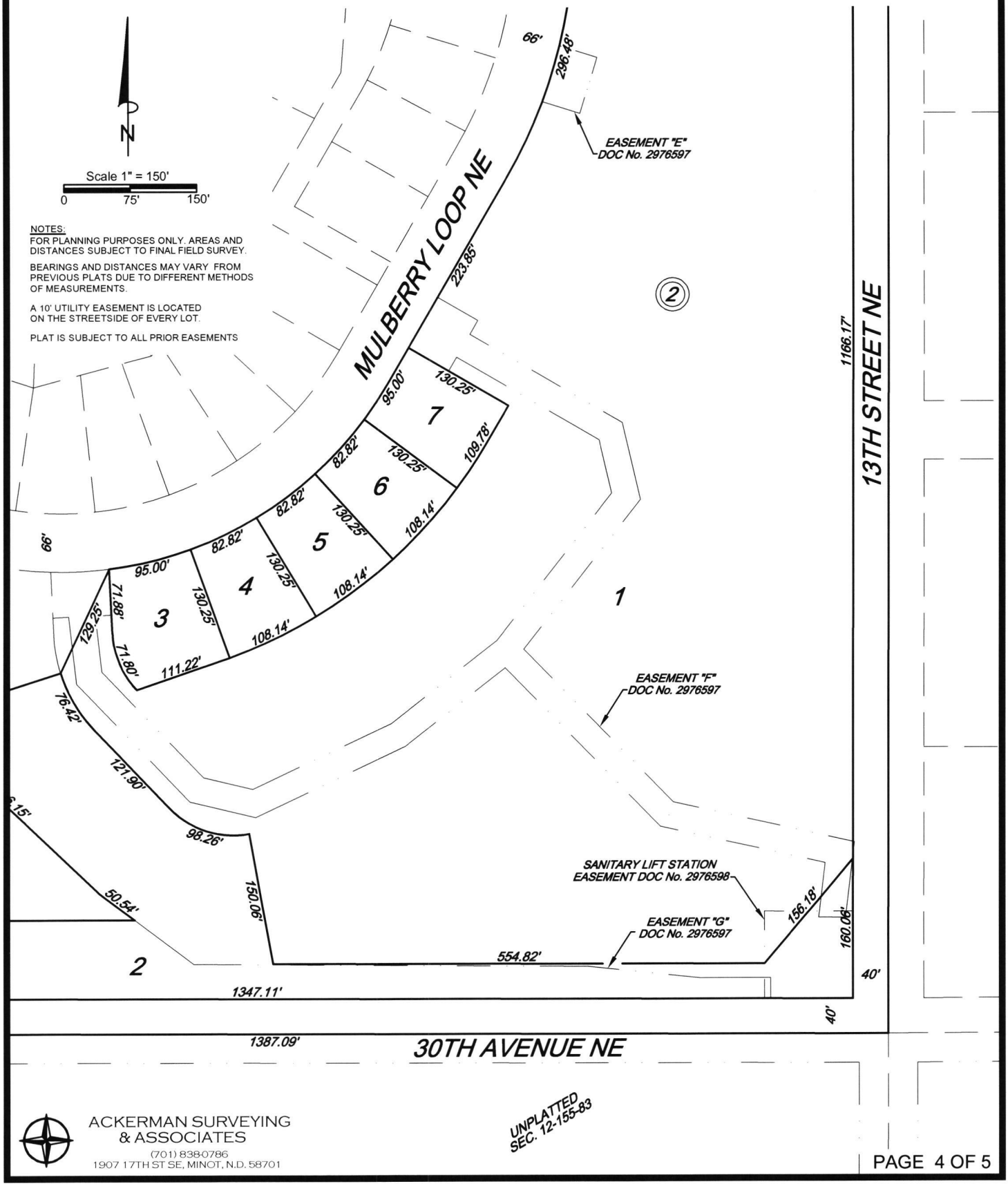
ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 7TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING AN UNPLATTED PORTION OF THE SE1/4 OF SECTION 1,
TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



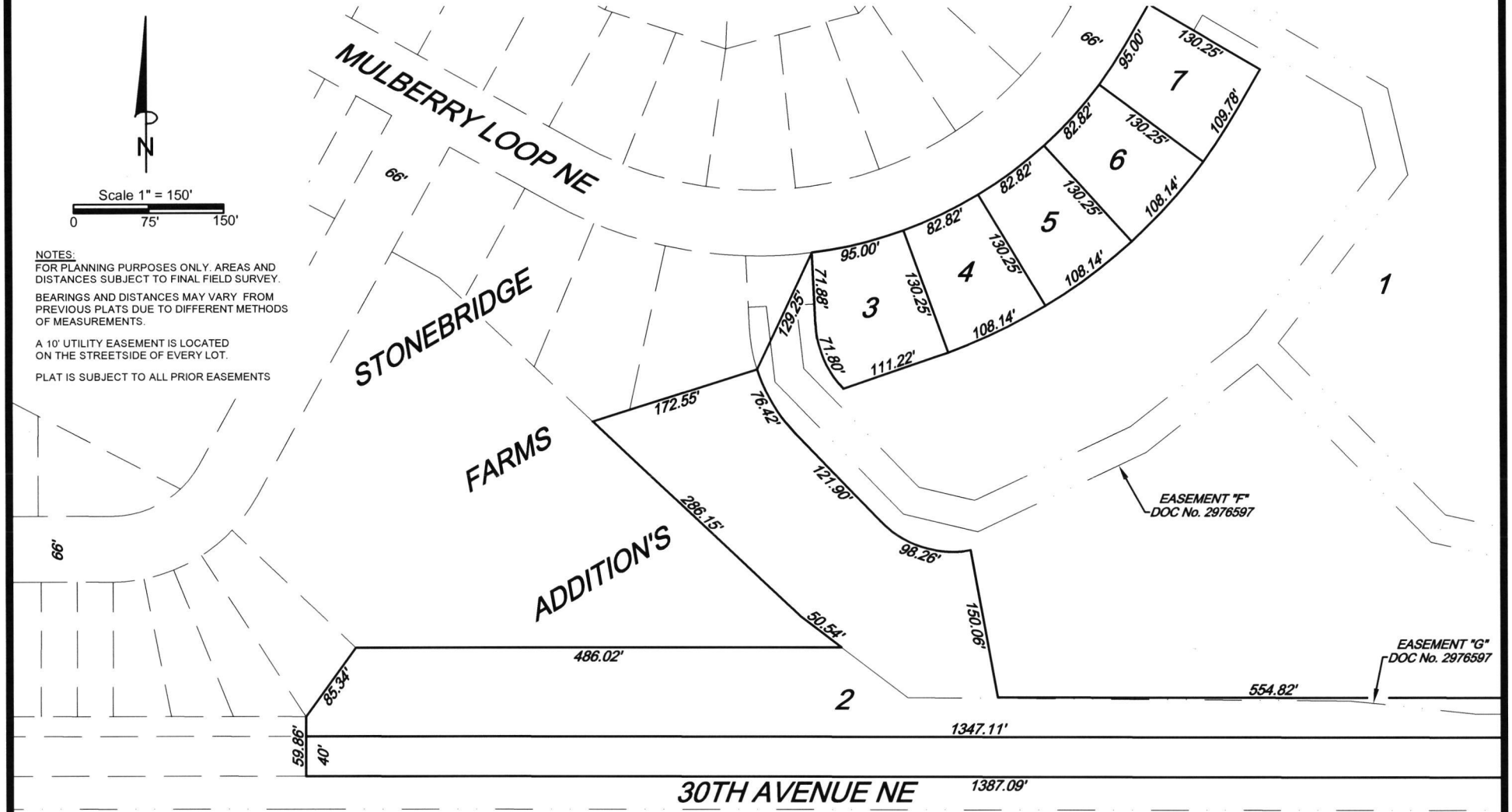
ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 7TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING AN UNPLATTED PORTION OF THE SE1/4 OF SECTION 1,
TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



NOTES:
FOR PLANNING PURPOSES ONLY. AREAS AND DISTANCES SUBJECT TO FINAL FIELD SURVEY.

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.

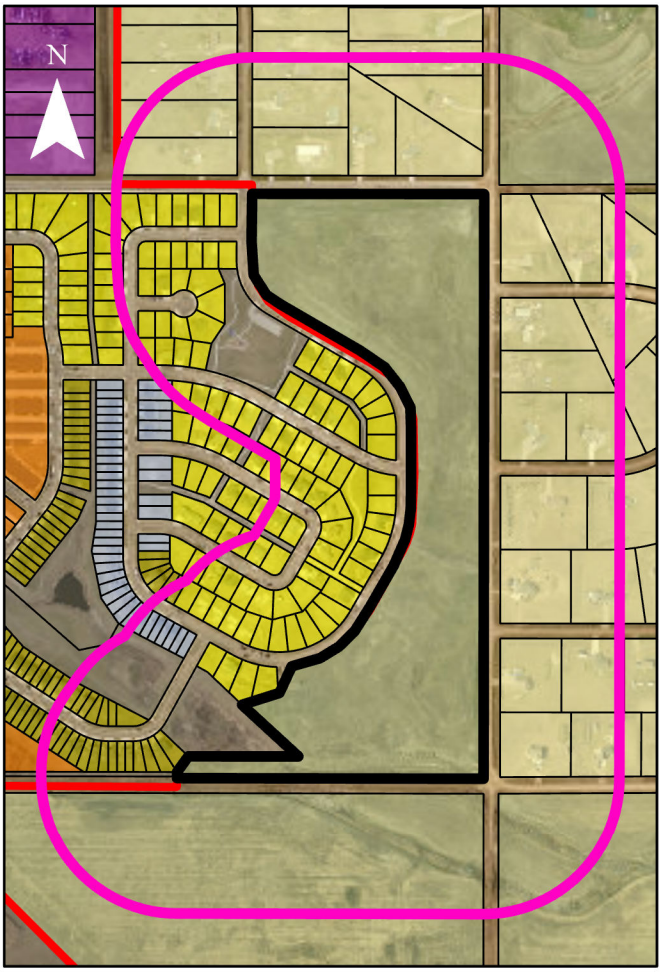
A 10' UTILITY EASEMENT IS LOCATED ON THE STREETSIDE OF EVERY LOT.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS

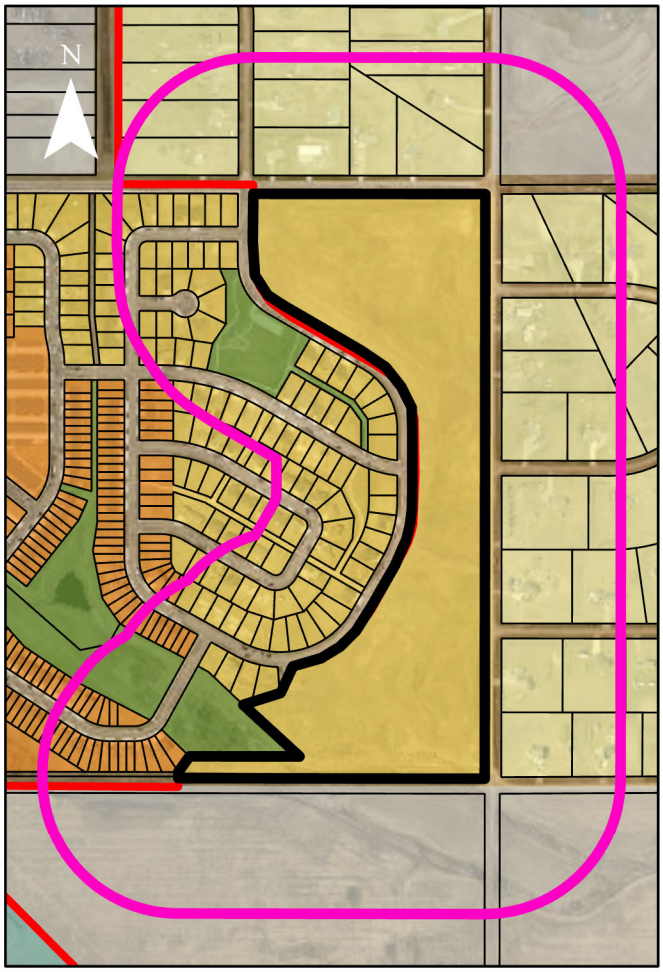
ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

City of Minot

ZONING



FUTURE LAND USE



0 400 800 1,600 Feet

Zoning

- AG
- M1
- P
- R1
- R2
- R3
- R4
- RR

Both Maps

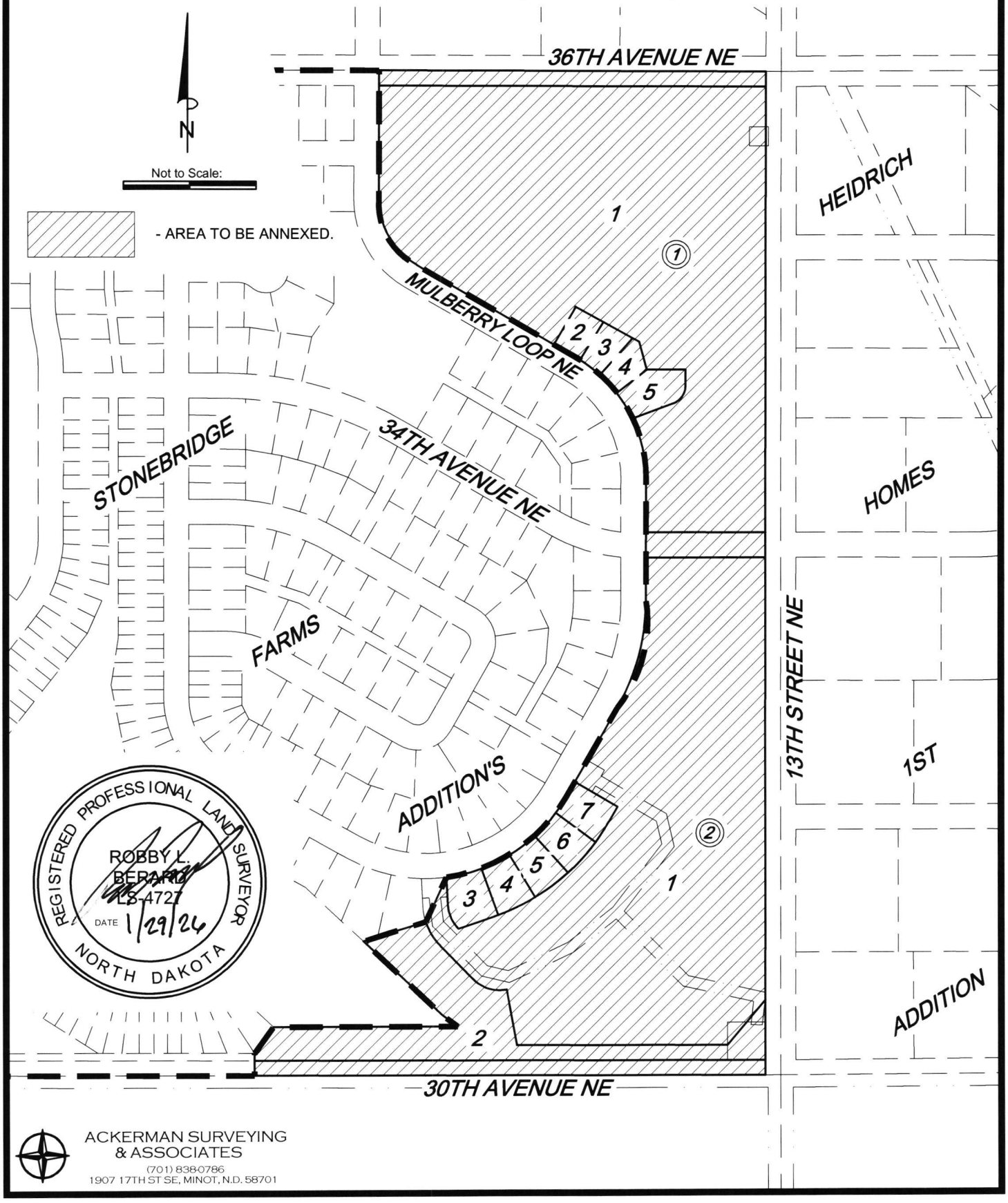
- Case # 2026-11
- Case # 2026-11 Notification Area

Land Use Type

- Public Institutional
- Suburban Residential
- Parks And Recreation
- Urban Residential
- Light Industrial
- Rural Residential
- Suburban Residential
- Light Industrial

ANNEXATION EXHIBIT

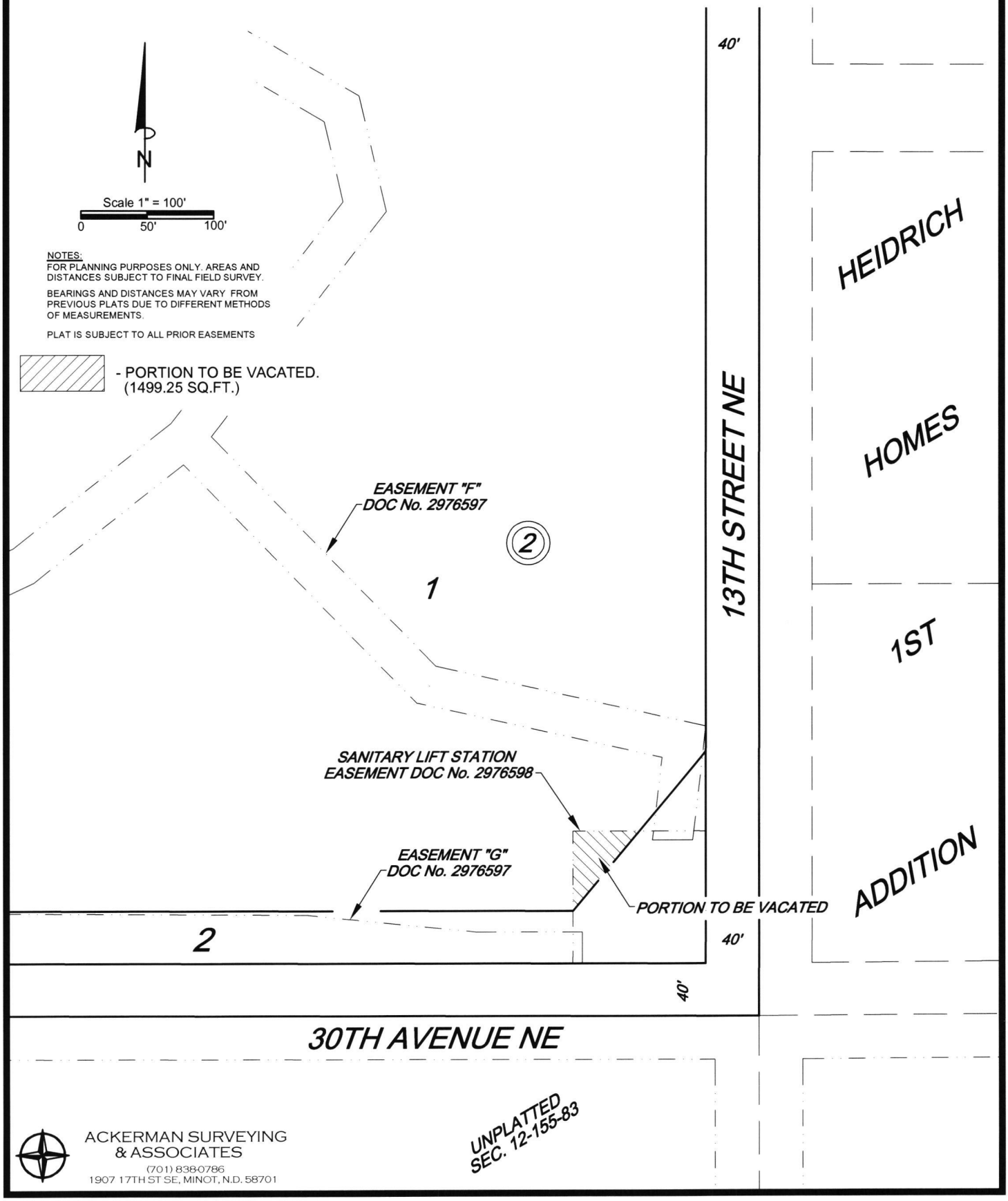
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING PORTIONS OF 30TH AVENUE NE, 34TH AVENUE NE, 36TH AVENUE NE AND
LOTS 1 THRU 5 BLOCK 1, LOTS 1 THRU 7, BLOCK 2, STONEBRIDGE FARMS 7TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA)



ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

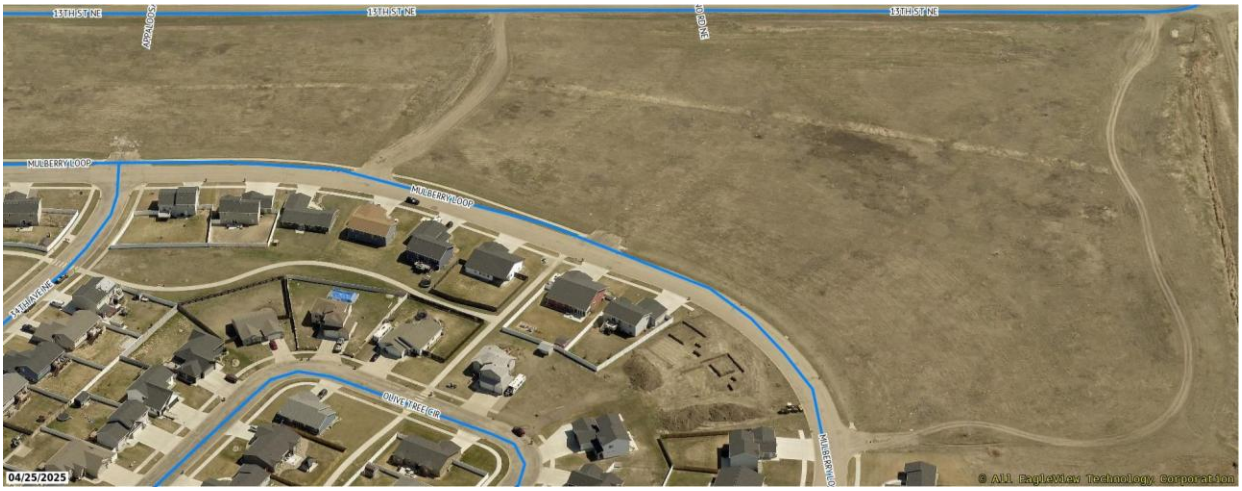
EASEMENT VACATION

TO THE CITY OF MINOT, NORTH DAKOTA
(BEING A PORTION OF A SANITARY LIFT STATION EASEMENT FILED AS
EXHIBIT 2 DOCUMENT No. 2976598 AT THE WARD COUNTY RECORDERS OFFICE)



ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

Exhibit 6 – Site Photos



Aerial View 1



Aerial View 2

City of Minot

Planning Commission
Staff Report

Application Date: 02/02/2026
Date of Staff Report: 02/20/2026
Date of Planning Commission Meeting: 03/10/2026

Staff Contact: Dan Falconer, Associate Planner
Staff Recommendation: Revoke CUP

Case Number: 2026-12

Project Name: Seeds of Eden for Cause Hearing - CUP

Current Legal Description: BLAISDELLS S/D OF BLOCK 13 RAMSTADS RIVERVIEW S/D LOT 1

The subject property's addresses: 425 MAIN ST S

Owners: CXL, LLC

Representative: Isaiah Keller

Entitlements in question: Seeds of Eden has violated the conditions of Conditional Use Permit 2023-11-01 and staff recommends revocation of their permit.

Present Zone(s): "R3B" Multiple Residence District

Present Use(s): Group Home

Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Suburban Residential

Proposed Zone(s): No Change

Proposed Use(s): N/A

Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by the City of Minot for a request of a show of cause hearing on a property zoned "R3B" Multiple Residence District ("RM" Medium Density Residential District) for the Planning Commission to consider the revocation of a Conditional Use Permit for the operation of a Group Home and hear evidence of multiple violations of the conditions as outlined in Conditional Use Permit # 2023-11-1. The legal description for the property is Blaisdells S/D of Block 13 Ramstads Riverview S/D Lot 1 Addition to the City

of Minot, Ward County, North Dakota

The subject property address is 425 Main St S.

An aerial view map is provided in **Exhibit 1**.

BACKGROUND INFORMATION:

The City of Minot has determined that Seeds of Eden has violated the terms of its conditional use permit. Staff have found that this group home is operating in violation of conditions #2, 3, 5, 6, 11, and 12. Condition #2 pertains to a parking agreement that has lapsed. Conditions #3, 5, and 6 deal with the building permits required to remove the unsafe building status of 425 Main St S. Condition #11 pertains to licensing and following local regulations. Condition #12 pertains to residents of the property and not allowing sex offenders.

The zoning and future land use map is provided in **Exhibit 2**.

Site photos are provided in **Exhibit 3**.

STAFF ANALYSIS:

The following are the conditions set forth in Conditional Use Permit 2023-11-01:

1. The maximum number of occupants shall not exceed sixteen (12) persons, not including staff members.

2. There shall be no more than three (3) vehicles parked on the premises at any time, excluding onstreet parking. All other vehicles owned and operated by residents, not to exceed five (5) vehicles, must park in the spaces leased in the adjacent parking lot or at another location as approved by the Community Development Director or his designee prior to the expiration of the parking lease. Expiration of the parking lease without an approved alternate parking plan is grounds for revocation of this permit. All vehicles must be licensed and in operable condition.

3. A final floor plan will need to be prepared and submitted to the Inspections Department of the City of Minot.

4. Fire sprinklers are not required, as long as the IFC R3 occupancy type applies. However, a change in use to a higher occupancy classification will require fire suppression sprinklers.

5. A Code Review is required anytime a change of occupancy is made to an existing building. That change must correspond with meeting current building codes as per that occupancy. If fire suppression is not required, the following fire resistive assemblies are required:

- **a.** Walls separating sleeping units in the same building- one (1) hour
- **b.** Horizontal assemblies serving as sleeping unit separations- one (1) hour
- **c.** Corridors serving sleeping units- one (1) hour

6. Permits required for construction.

a. Any changes to the structure, egress of the occupants, proposed room dimensions, ceiling heights, etc. would have to be reviewed by the Building Division with a floor plan and submitted construction documents and will require appropriate building or remodel permits.

7. Smoke detectors required. Interconnected smoke detectors required in each sleeping room, outside each sleeping room, and each story of the building.

8. Carbon Monoxide detection required within the building.

9. Egress windows with minimum 48- inch escape clearance from floor are required in all sleeping rooms in the basement.

10. ADA Compliance may be required. Further review of the interior floor plan and scope of construction is required before this can be analyzed.

11. Licensing

a. The Conditional Use Permit (CUP) shall serve as the license from the City of Minot to operate this facility under the terms of the permit.

b. Upon issuance of this permit, the applicant shall be deemed the permitee or permit holder and agrees to the terms of this permit and to follow all ordinances and regulations of the City of Minot and all county, state, and federal laws and regulations.

c. The permit shall be non-transferable and shall expire if the group home ceases operation. A change in occupancy shall be cause for an amended or new CUP.

d. The CUP can be revoked at any time by the Planning Commission following a show cause hearing that has met the public hearing notification requirements.

12. Residents of the property must abide by the following restrictions: no sex offenders, no persons with violent criminal history, no persons requiring "personal care" such as daily personal assistance to function normally, no residents under 18, no weapons are permitted on the property, and no unprescribed or illegal drugs or alcohol are permitted on the property.

13. The residents of the property must maintain the yard and have no unnecessary litter.

<u>Analysis of each violation:</u>

Condition #2. The parking lease provided to Planning staff has a clear termination date of September 30th, 2024. It is unclear whether a month-to-month lease option was pursued, when Seeds of Eden was asked for their current lease agreement the expired agreement was the one sent to Staff. Condition #2 states "Expiration of the parking lease without an approved alternate parking plan is grounds for revocation of this permit." This violates Condition #2.

The parking lease is provided in **Exhibit 4.**

Conditions #3, 5, and 6. The building at 425 Main St S is deemed a dangerous/unsafe structure and is not allowed to be occupied. As part of Conditional Use Permit 2023-11-01 the applicant supplied documentation supporting its correction and a path towards safe occupancy. The attached correspondence between the Inspections

department and Seeds of Eden show that the building permits were not acted on in a timely manner and Staff had informed Seeds of Eden the structure was not cleared for occupancy. The premise was inspected on 1/26/2026 and was found to be in violation as residents were occupying a dangerous/unsafe structure. 425 Main St S was placarded and closed.

Correspondence about these violations is provided in **Exhibit 5.**

Condition #11. Seeds of Eden upon issuance of Conditional Use Permit 2023-11-01 agree to: "Upon issuance of this permit, the applicant shall be deemed the permitee or permit holder and agrees to the terms of this permit and to follow all ordinances and regulations of the City of Minot and all county, state, and federal laws and regulations." Staff requested information from the ND Behavioral Health Division regarding any program funding Seeds of Eden may be apart of. It was discovered that as of November 12, 2024 Seeds of Eden was terminated from the Community Connect, Free Through Recovery, and Housing Assistance Programs due to violations. Seeds of Eden is also not listed in the January 2026 edition of the Licensed Addiction Treatment Programs in North Dakota. Staff concludes that Seeds of Eden is an unlicensed entity running a group home. Licensing is required so Seeds of Eden is in violation of Condition #11. Not following the building code as detailed in Conditions #3, 5, and 6 is an additional violation of Condition #11.

Correspondence about these violations as well as the list of licensed addiction treatment providers is provided in **Exhibit 6.**

Condition #12. States that no sex offenders are permitted on the property. On December 22, 2025, it was brought to Staff's attention that a sex offender was registered at the property. Staff confirmed this was accurate and proceeded to reach out to Seeds of Eden. The resident in question was transitioned out of the property January 23rd, 2026. While the problem was remedied, it still constitutes a violation of Condition #12.

The offender profile showing address is provided in **Exhibit 7.**

Section 9.1-4. K. 1. Deals with the revocation process for conditional use permits. A public hearing has been scheduled for this item that follows Section 9.2-1. The hearing will follow the processes outlined in Sections 9.1-4 (E) and (F). Section 9.1-4 K. 1. is satisfied.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and no comments were received.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

1) The property is zoned “R3B” Multiple-Family Residence District on the Official Zoning Map and is designated as Suburban Residential on the 2040 Comprehensive Plan Future Land Use Map.

2) A conditional use permit was issued by Planning Commission on Nov 7th, 2023, for Case #2023-11-01 to operate a Group Home at 425 Main St S.

3) The requested action is for the revocation of Conditional Use Permit #2023-11-01.

4) Section 9.1-4. K. 1. is satisfied. A hearing has been scheduled, and the specifics of each violation are outlined in the Staff Analysis section of the written report.

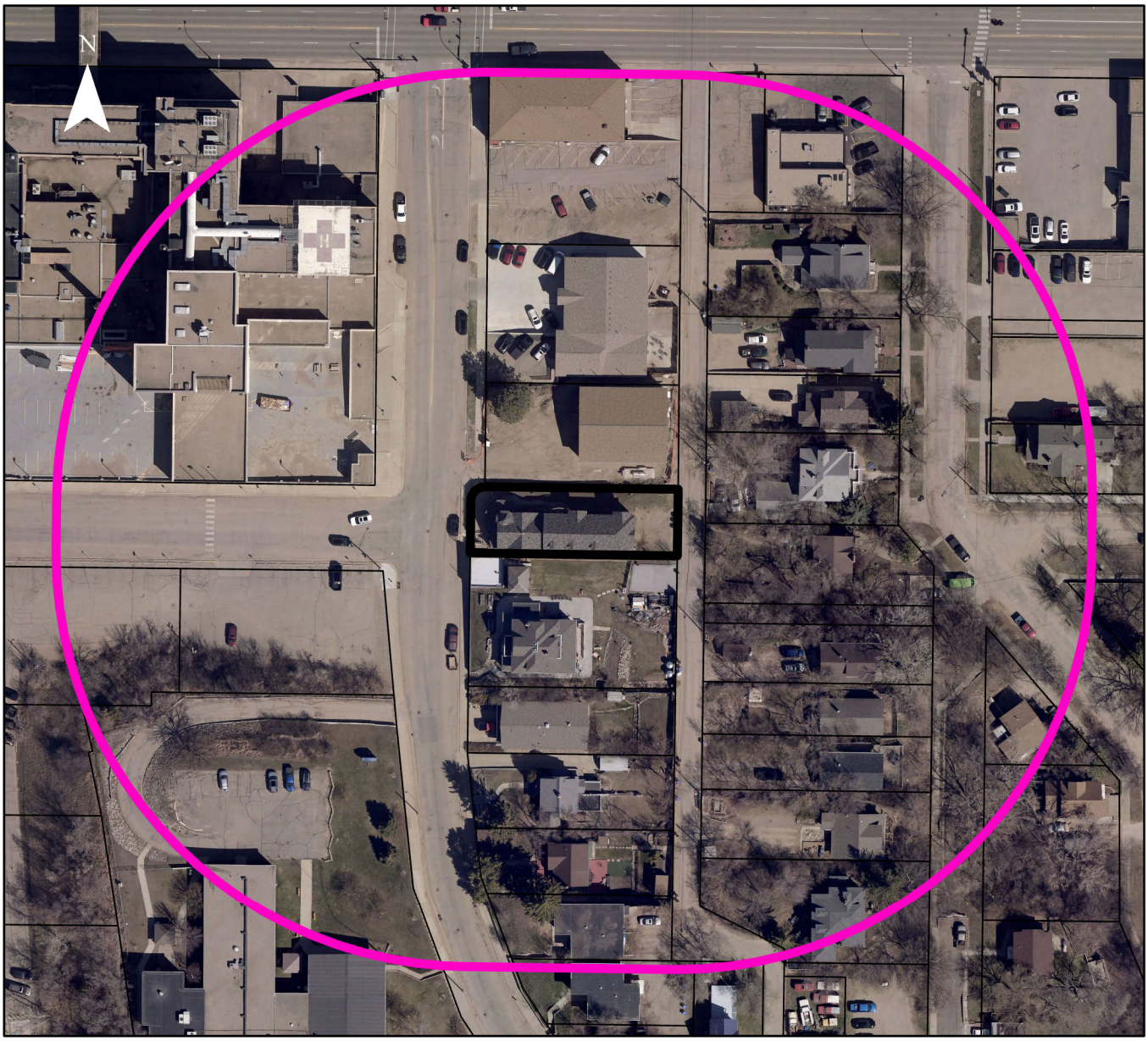
5) The Minot Planning Commission has the authority to approve or deny the revocation. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

RECOMMENDATION:

Staff recommends the Planning Commission adopt staff findings of fact and approve the revocation of Conditional Use Permit 2023-11-01.

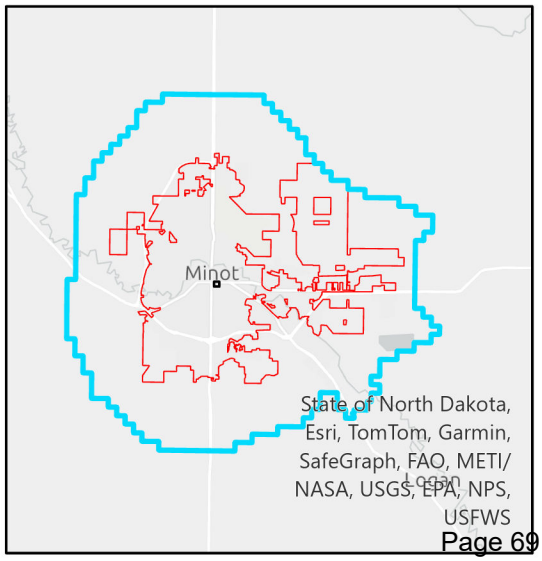
City of Minot

EXHIBIT 1

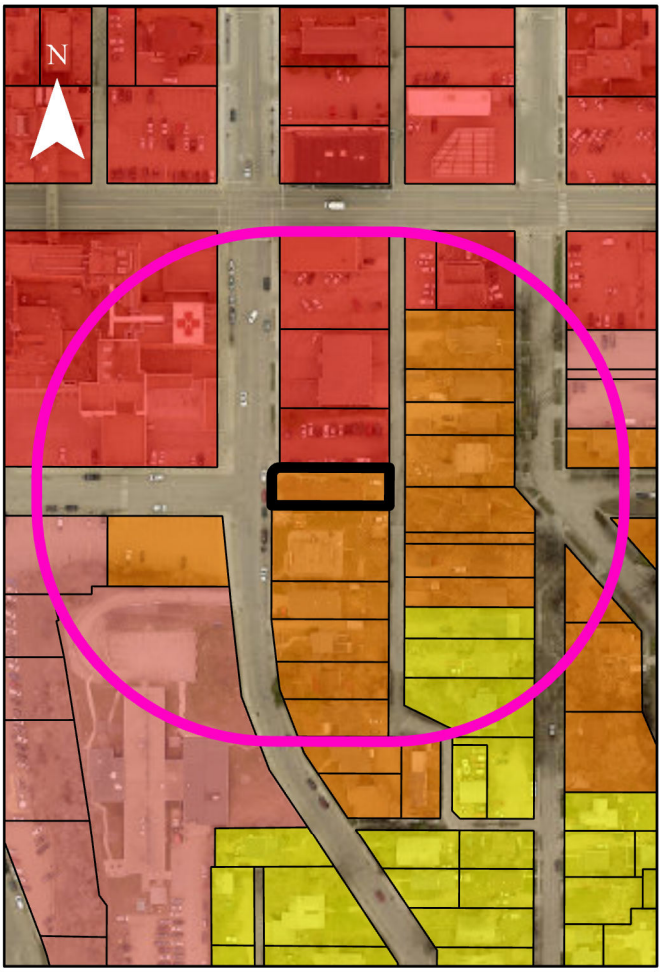


0 80 160 320 Feet

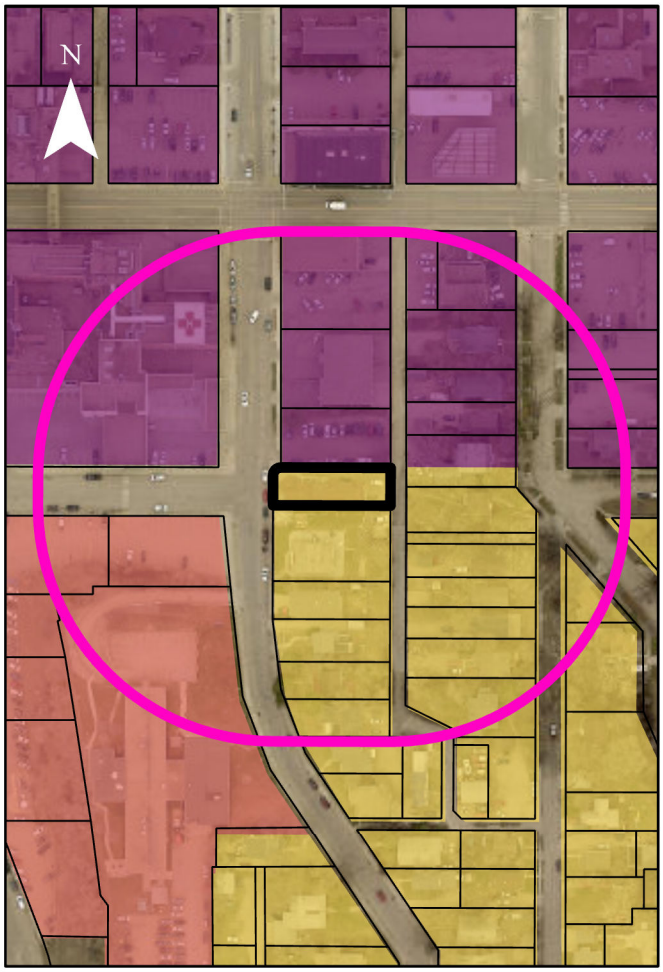
- City Limits
- Two Mile Boundary
- Case # 2026-12
- Case # 2026-12 Notification Area



ZONING



FUTURE LAND USE



0 120 240 480 Feet

Zoning

- C2
- CBD
- R1
- R3B

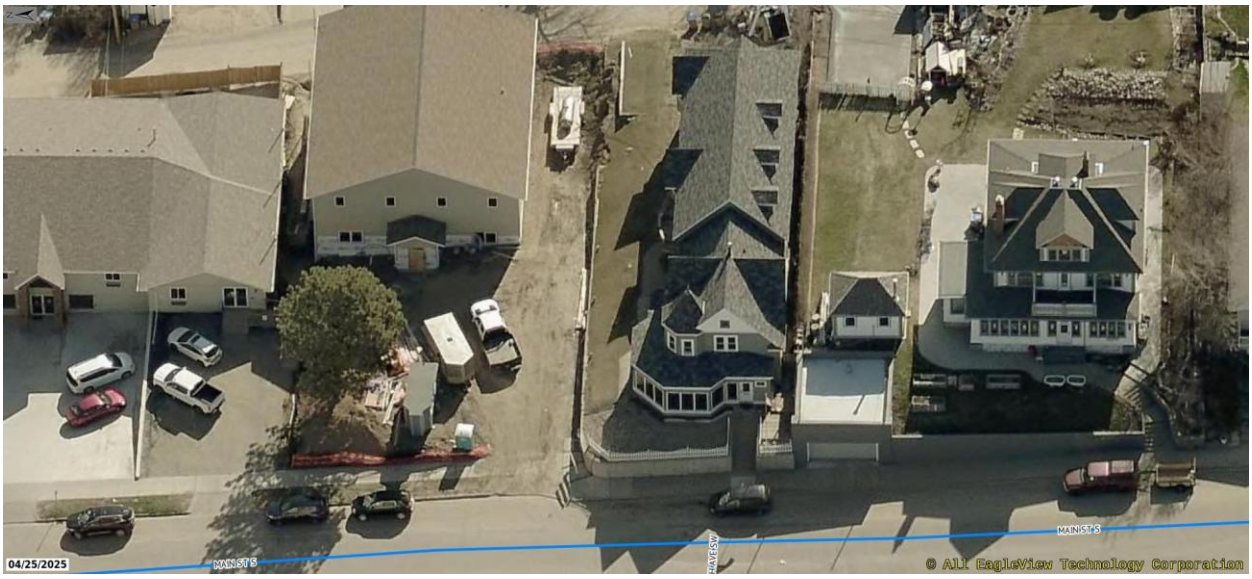
Both Maps

- Case # 2026-12
- Case # 2026-12 Notification Area

Land Use Type

- Suburban Residential
- Neighborhood Commercial
- Downtown Fringe

Exhibit 3 – Site Photos



Aerial View 1



Aerial View 2

MASTER LEASE AGREEMENT

THIS LEASE AGREEMENT entered this 1st Day of October, by and between **Trinity Health**, located at 2305 37th Ave SW, Minot, ND 58701 hereinafter called Landlord and **Seeds of Eden, Isaiah Keller**, hereinafter called Tenant(s).

In consideration of the rents and covenants hereinafter set forth, Landlord hereby leases unto Tenant and Tenant hereby leases from the Landlord the following premises situated in Ward County, North Dakota:

5 Parking Space(s)
Trinity Health – South Parking Lot
5th Ave SW / Opposite 425 Main St.
Minot, ND 59701

TERM

The term of this Lease is for a period of Six (6) Months, commencing on the 1st day of March 2024, and expiring on the 30th day of September 2024. This Lease is renewable on a month-to month basis thereafter.

RENT

Tenant will pay to Landlord as rent for the premises the sum of $100.00 (one hundred dollars) per month in advance on the first day of each month during the 6 Months of this Lease.

A $35.00 (thirty-five dollar) late fee will be charged if rent is not paid by the 5th of the month. Landlord does not have to give notice to Tenant to pay the rent. Tenant understands that Landlord will not accept a partial payment of rent and must pay rent in full monthly and not subtract any amount from it. Every tenant listed above is individually responsible for paying the full amount of rent owed to Landlord.

UTILITIES

At current time, there are no utilities at this location.

SECURITY DEPOSIT

Tenant shall pay $100.00 (one hundred dollars) as Security Deposit. The Security Deposit shall be held by the Landlord as security for the faithful performance for cleaning or repairing any damage to said premises, or, at Landlords option, any or all of said deposit may be applied to the payment of any overdue rent. Upon termination of this Lease, Landlord shall return to the tenant, upon the return by tenant to the Landlord keys for said premises, any unused portion of said deposit provided that the tenant shall not then be in default of any of the provisions of this Lease.

REPAIRS & MAINTENANCE

Tenant shall not make any alterations to the property without written consent of the Landlord.

Any damages whether willful or accidental shall be repaired in a workmanlike manner by the Tenant or its contractors and shall return the premises to the Landlord in the same condition as was accepted upon move in, normal wear and tear excepted.

All snow and ice precautions and removal will be the responsibility of the tenant.

USE OF PREMISES

The Tenant will use the premises as parking space in compliance with all Federal, State and Municipal laws and regulations governing such activity.

DRUGS AND CRIMINAL ACTIVITY

The Tenant, occupants, guests, family members or other persons related to or affiliated with the Tenant in any way promise not to engage in any criminal activity or the use, possession, manufacture, sale or distribution of any illegal controlled substance (as defined by local, state and federal laws). To do so is an illegal act and a violation of this Lease.

ASSIGNMENT AND SUBLEASING

Tenant shall not assign this lease, or sublet the premises or any part thereof, without the prior written consent of the Landlord.

LIABILITIES OF THE PARTIES

Landlord and its employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone, including Tenant and occupants on or off the premises, including sidewalks, adjacent, or approaches thereto, rising out of or resulting from the tenant and occupants use or possession thereof, or from defects in the premises whether apparent or hidden, whether due in whole or in part to the negligent acts or admission of the Landlord and his employees; and tenant for himself, his heirs and assigns hereby agrees to indemnify and hold Landlord or its employees harmless from and against all claims, liabilities, suites, or actions for such loss, damage, injury, or other casualty.

Landlord further agrees to maintain a comprehensive general liability insurance policy, issued by a reliable company, with liability limits satisfactory to Tenant. Landlord will, upon the request of Tenant, deliver to Tenant evidence of such insurance.

Landlord and Tenant will each insure his own property under a policy of insurance, which provides that such insurance shall not be invalidated or otherwise affected by a prior waiver of rights against any person for loss of or damage to the insured property.

It is recommended that Tenant obtain renters insurance.

PREMISES SUBJECT TO SALE

The premises may be sold by the Landlord at any time during the term of this lease without affecting the Tenants right and obligations. If the Landlord sells the premises, he shall thereby be released of all his obligations hereunder, which obligations shall be assumed by the purchaser.

INSPECTION AND DISPLAY BY LANDLORD

Landlord may, at any reasonable time, inspect any part of the premises.

LEASE TERMINATION BY TENANT

If Tenant wants to vacate lease when the Lease term ends, Tenant must give Landlord prior written notice at least sixty (60) days before the Lease term ends. If the Tenant is on a month-to-month lease, Tenant must give Landlord at least thirty (30) days' notice of termination. If the Tenant does not give the required notice to Landlord, the Tenant is liable for rent and utilities to the end of the notice period or the date that the spaces is re-rented, whichever date comes first. Vacate inspection will be completed before the security deposit is returned to Tenant.

LEASE TERMINATION BY LANDLORD

Any termination of this Lease will be carried out in accordance with state and local laws and the terms of this Lease. The Landlord reserves the right to terminate or not renew the Lease for serious or repeated violations of the Lease such as, but not limited to the following:

- Non-payment of rent, Tenant utilities, other charges under the Lease or repeated chronic late payment of rent and other charges (chronic late payment is defined as more than 2 late notices or Lease termination notices sent within a 12 month period)
- Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner. Failure to keep grounds immediately surrounding Tenant's unit free of debris and in a neat and orderly fashion.
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests or associates to refrain from such acts.
- Failure to pay responsible charges (other than normal wear and tear) for the repair of damages to the unit or lot.
- Any activity that threatens the health, safety, or right to peaceful enjoyment of the unit or buildings by other tenants or employees of Landlord.
- Any drug related and/or criminal activity on or off the premises.
- Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- Violation of material terms of the lease.
- The filing of a bankruptcy petition by Tenant, entry of an adjudication of Tenant's bankruptcy, or the appointment of a receiver or the execution of an assignment for the benefit of Tenant's creditors.

If the Landlord proposes to terminate this Lease, the Tenant shall be given at least fourteen (14) days notice of termination. The notice of Lease termination from the Landlord shall be sent to the Tenant by certified mail and shall specify the date the Lease will be terminated and state the grounds for termination.

Upon the Landlord's election to declare a default and after the expiration of the Tenant's grace period, Landlord shall be entitled to re-enter and take possession of the premises upon ten days notice, or such shorter notice as may be permitted by law.

The Landlord's declaration of a default and re-entry and repossession of the premises shall not operate to terminate the lease or the Tenants obligation to pay rent for the full term of the lease or his other obligations. If the Landlord declares a default and re-enters the premises, he shall exert reasonable efforts to obtain a new Tenant, and the Tenant shall be liable for the expenses of obtaining a new Tenant and the deficiency between the rent paid by the new Tenant and the rent to be paid by the Tenant for the full term of the Lease.

If the Landlord does not elect to declare a default, the lease shall not be terminated and the Tenant's obligations to pay rent and his other obligations shall continue for the full term of the Lease.

LEASE BINDING

All the covenants and agreements herein made shall extend to and be binding upon the heirs, administrators, successors and assigns of the parties hereto, and no modification of this Lease shall be binding unless in writing and signed by the parties hereto.

NO WAIVER

Any failure of Landlord to enforce any terms of this Lease for any period of time shall not prevent Landlord from enforcing such terms at a later time.

IN WITNESS WHEROF, the parties to this lease agreement set their signatures below:

TENANT:

Isaiah Keller (Seeds of Eden)
Signature

Isaiah Keller (Seeds of Eden)
Printed Name

Signature

Printed Name

LANDLORD:



Signature:

Exhibit 5

Outlook

425 Main Street South - Occupancy

From Gage DeGroot <gage.degroot@minotnd.gov>
Date Tue 8/5/2025 11:16 AM
To Luke Tillema <luke.tillema@minotnd.gov>

1 attachment (4 MB)
IMG_0274.jpeg;

Luke,

Upon site inspection on Friday, August 1st 2025 it was recognized that the building, or a portion thereof, located at 425 Main St S has been occupied. As far as our records show the Inspection Department has deemed the building as unsafe to occupy.
It can be noticed in the attached picture that the electrical meter is in place and that the garbage is in use. I spoke with the City of Minot Utility Billing Department and their records indicate that Seeds of Eden is the account holder and has recorded water usage at the property.

I spoke with Isaiah Keller from Seeds of Eden on the phone at 10:47am today from his returning call on his cell phone (818-830-7595) to my work cell phone (701-500-9556). He told me that since they were granted a Conditional Use Permit by the Planning Department that he believed they were ok to occupy the building. He also said that they only run their business out of the front (West) portion and nobody occupies the rear (East addition) portion, but they have been working with engineers on plans for a remedy of the previous non-permitted work.

I apologized for the possible confusion and told him that the best situation moving forward was to apply for a permit for the occupied portion stating the limits of the occupied area, and we may possibly issue a Certificate of Occupancy after issuance of the building permit and approved inspections.

He was frustrated with the “runaround” he was getting from City staff so I told him that since he now has my email and number I will be his point of contact for the City of Minot. I believe this to be the best way to alleviate any confusion and provide transparency moving forward.

Gage DeGroot, MCP
City of Minot, Senior Inspector
Office Phone: 701-857-4109

Certified Master Code Professional
Certified Combination Plans Examiner
Certified Combination Inspector

City of Minot

Serving our neighbors, building our community with PRIDE.
Professionalism | Responsibility | Integrity | Dedication | Excellence



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Outlook

425 Main Street South - Phone Conversation Recap

From Gage DeGroot <gage.degroot@minotnd.gov>
Date Tue 8/5/2025 11:35 AM
To Info@seedsofeden.net <Info@seedsofeden.net>
Cc Luke Tillema <luke.tillema@minotnd.gov>

Good morning Isaiah,

I appreciate you taking the time to talk on the phone today. Once again I apologize any confusion that may have occurred previously between your party and ours.

To recap our discussion, it has come to our attention that the building located at 425 Main St S is being occupied by Seeds of Eden, but our records indicate that the City of Minot has deemed the entire structure as unsafe to occupy.
It was decided that the best remedy to this situation was for Seeds of Eden, along with a ND licensed and insured contractor, to apply for a building or change-of-use permit stating the portion of the building that is to be occupied. Once a permit can be issued then all corresponding inspections must be approved and a certificate of occupancy may be issued pending the Building Official's review.

In order to prevent miscommunication and provide as much transparency as possible I will be your point of contact for the City of Minot Inspection Department.

Let me know if I can be of any further assistance.

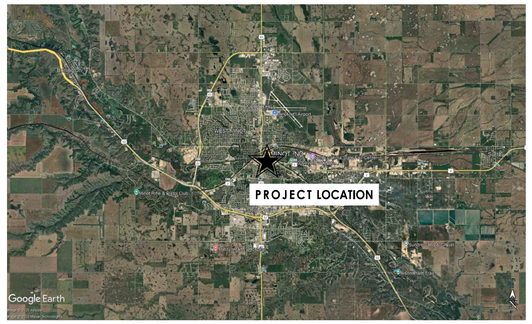
Thank you,

Gage DeGroot, MCP
City of Minot, Senior Inspector
Office Phone: 701-857-4109



SEEDS OF EDEN
GROUP HOME REMODEL
425 S. MAIN ST., MINOT, NORTH DAKOTA

LOCATION PLAN



VICINITY PLAN



NORTH-EAST BUILDING PHOTO



DRAWING INDEX

G000	TITLE SHEET
A100	LIFE SAFETY PLAN & CODE STUDY
A200	BASEMENT FLOOR PLAN
A201	MAIN FLOOR PLAN
A202	UPPER FLOOR PLAN
A300	BUILDING ELEVATION
S1.1	MAIN FLOOR PLAN FRAMING PLAN
S1.2	SECOND FLOOR FRAMING PLAN
S1.3	ROOF FRAMING PLAN
S2.1	FRAMING DETAILS
S2.2	FRAMING DETAILS
S2.3	FRAMING DETAILS
S3.1	GENERAL STRUCTURAL NOTES

PROJECT TEAM

OWNER
SEEDS OF EDEN
425 S. MAIN ST.
MINOT, ND 58701
PH. 701.202.8524
info@seedsofeden.net

ARCHITECT
ACKERMAN-ESTVOLD
1907 17TH ST SE
MINOT, ND 58701
PH. 701.857.9135
paul.kramer@ackerman-estvold.com

STRUCTURAL ENGINEER
CW STRUCTURAL ENGINEERS
1000 E CALGARY AVE STE #2
BISMARCK, ND 58501
PH. 701.221.3286
chriswentz@cwstructural.net

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ACKERMAN ESTVOLD
1907 17th St SE · Minot, ND 58701
701.837.8737 · www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

I hereby certify that this plan specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Architect under the laws of the State of North Dakota.
Date: 4/24/25 Ref. No. 12704

SEEDS OF EDEN
GROUP HOME REMODEL
MINOT, NORTH DAKOTA

DRAWN BY: PTK
CHECKED BY: ---

DATE: 04/24/2025

REVISIONS

1	--/--/----
#	--/--/----
#	--/--/----
#	--/--/----

Project No.
R23169

TITLE SHEET

G000

BUILDING CODE REVIEW
2021 INTERNATIONAL BUILDING CODE:

OCCUPANCY CLASSIFICATION: (SECTION 310)
Business | B
~~Condition 1~~ (SECTION 310.5.1)

CONSTRUCTION TYPE: (TABLE 601)
Type V-B, Automatic Sprinkler System.

ALLOWABLE AREA: (TABLE 506.2)
Allowable Area: 7,000 s.f.
Actual Area: 5,234 s.f.

BUILDING HEIGHT: (TABLE 504.3)
Allowable Height: 60'-0"
Actual Height: 34'-6"

ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE: (TABLE 504.4)
Allowable No. of Stories: 3 Stories
Actual No. of Stories: 2 Stories

REQUIRED SEPARATION OF OCCUPANCIES: (TABLE 508.4)
None Required

OCCUPANT LOAD: 15 (TABLE 1004.5)

	Gross Floor Area	Flr. Area / Occupant	Occupant Load
~~Upper Level Floor:~~			
~~Residential~~	~~2,513 s.f.~~	~~200~~	~~13~~
Main Level Floor: Business	1,138 sf	~~200~~	12
Basement Level Floor: Storage/Mechanical	753 sf	~~200~~	3
Totals	1,891 sf		15

REQUIRED EXITS: (TABLE 1006.3.3)
Actual Occupant Load: 15
Exits Required: 1
Exits Provided: 1

EXIT ACCESS TRAVEL DISTANCE: (SECTION 1006.2.2.6)
Maximum Allowable: 75'-0"

CORRIDOR FIRE RESISTANCE RATING: One Hour where Occupant Load is greater than 10. (TABLE 1020.2)

MINIMUM REQUIRED PLUMBING FIXTURES: (TABLE 2902.1)

Water Closets:
Water Closets Required: 15 Occupants / 25 — 1
Water Closets Provided: 1

Lavatories:
Lavatories Required: 15 Occupants / 40 — 1
Lavatories Provided: 1

Bathtubs or Showers:
~~Bathtubs/Showers Required: 31 Occupants / 8 — 5~~
~~Bathtubs/Showers Provided: 5~~

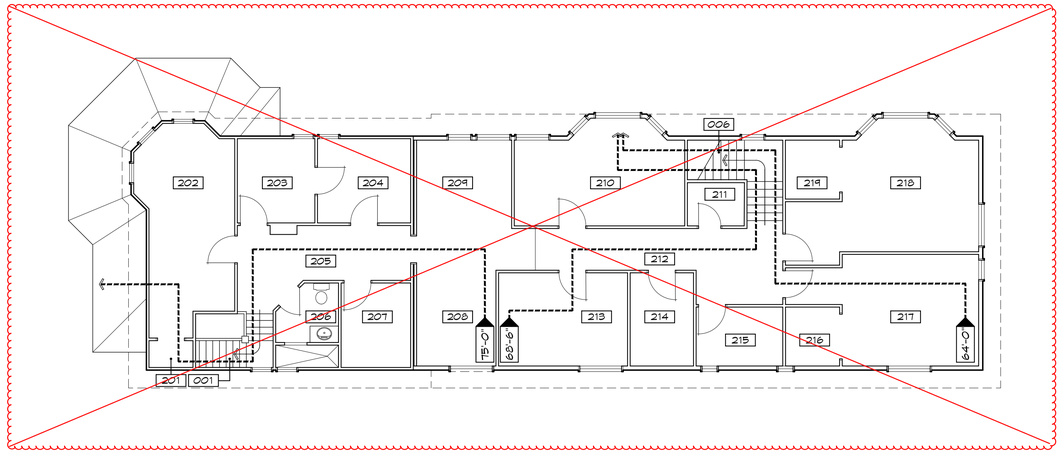
Drinking Fountains:
Drinking Fountains Required: 15 Occupants / 100 — 1
Drinking Fountains Provided: 1

Service Sinks:
Service Sinks Required: 1
Service Sinks Provided: 1

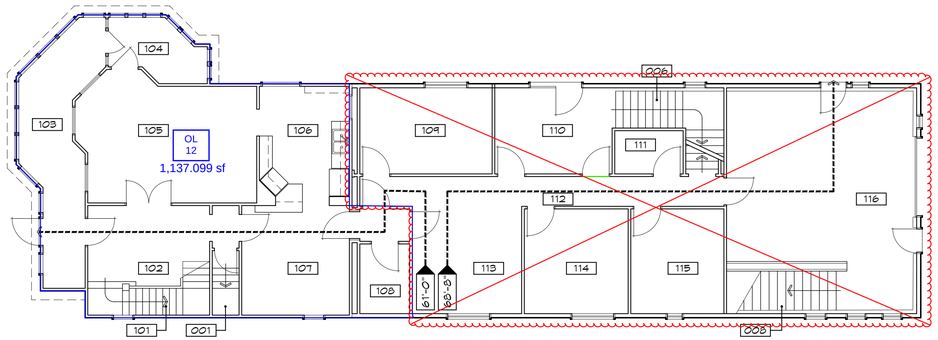
Occupant Load provided is for the entire building. Edited to work area.

LIFE SAFETY PLAN SYMBOL KEY:

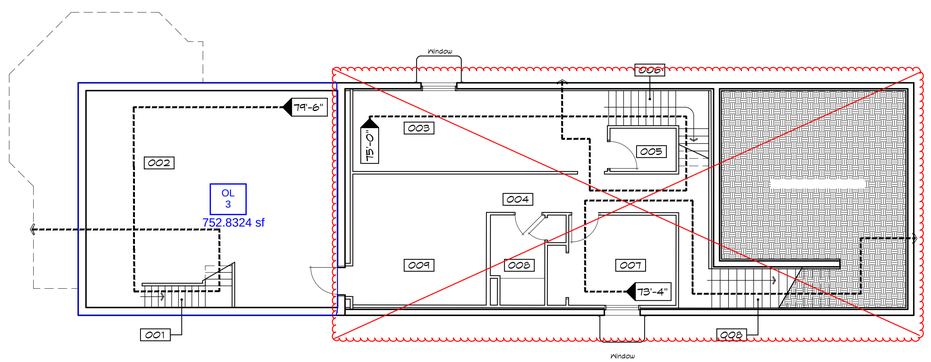
Agriculture — Indicates Function of Space
1,400 sf — Indicates Floor Area
300 — Indicates Occupant Load Factor
5 — Indicates Occupant Load of Space
60'-9" — Indicates Exit Access Travel Distance
--------- — Indicates Exist Access Path of Egress



3 / A100 UPPER LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0" — 2,513 Square Feet



2 / A100 MAIN LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0" — 2,721 Square Feet



1 / A100 BASEMENT LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0" — 1,865 Square Feet

ACKERMAN ESTVOLD
1907 17th St SE · Minot, ND 58701
701.837.8737 · www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

I hereby certify that this plan specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Architect under the laws of the State of North Dakota.
Date: 4/24/25 Ref. No. 13774

SEEDS OF EDEN
GROUP HOME REMODEL
MINOT, NORTH DAKOTA

DRAWN BY: DWL
CHECKED BY: PTK

DATE: 04/24/2025

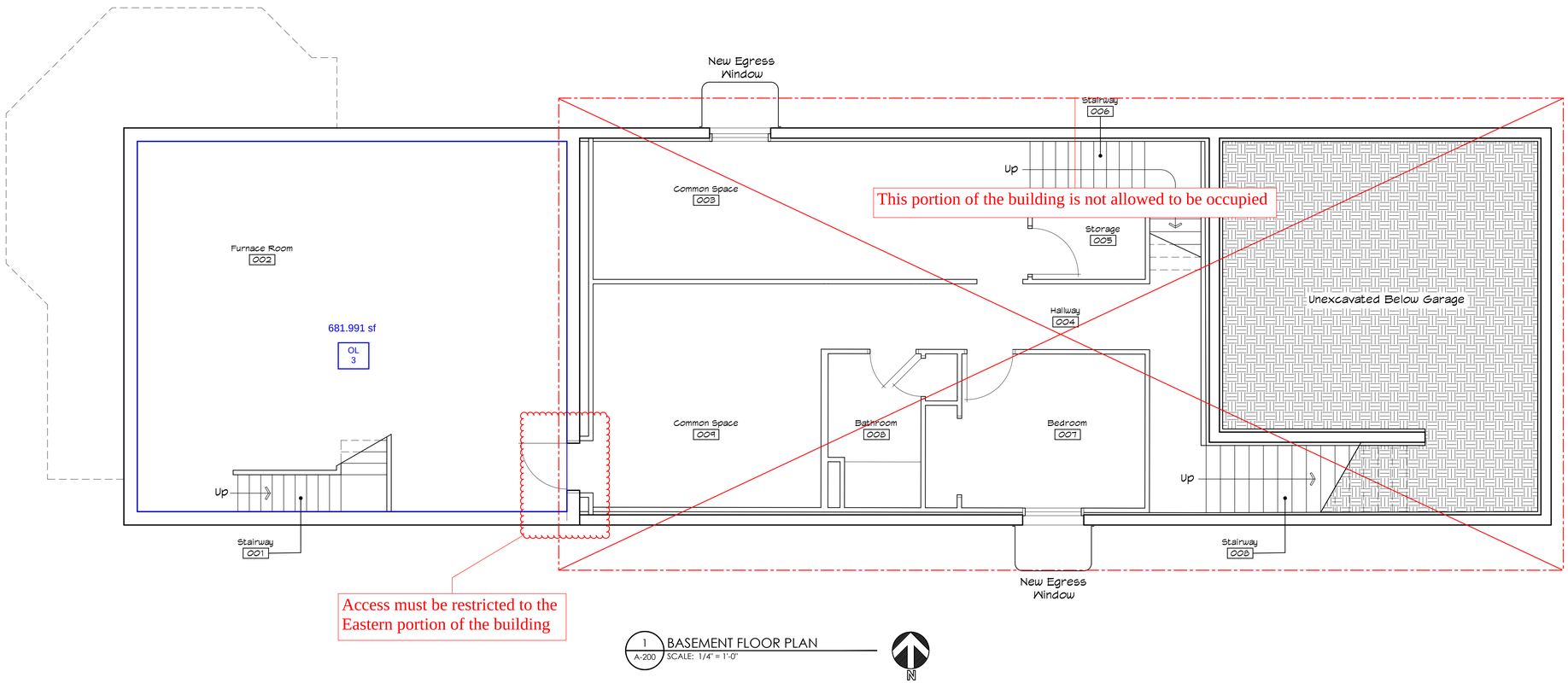
REVISIONS

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Project No.
R23169

LIFE SAFETY PLANS

A100



1 A-200 BASEMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"

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Date: 4/24/25 Ref. No. 1774

SEEDS OF EDEN
GROUP HOME REMODEL
MINOT, NORTH DAKOTA

DRAWN BY: DWL
CHECKED BY: PTK

DATE: 04/24/2025

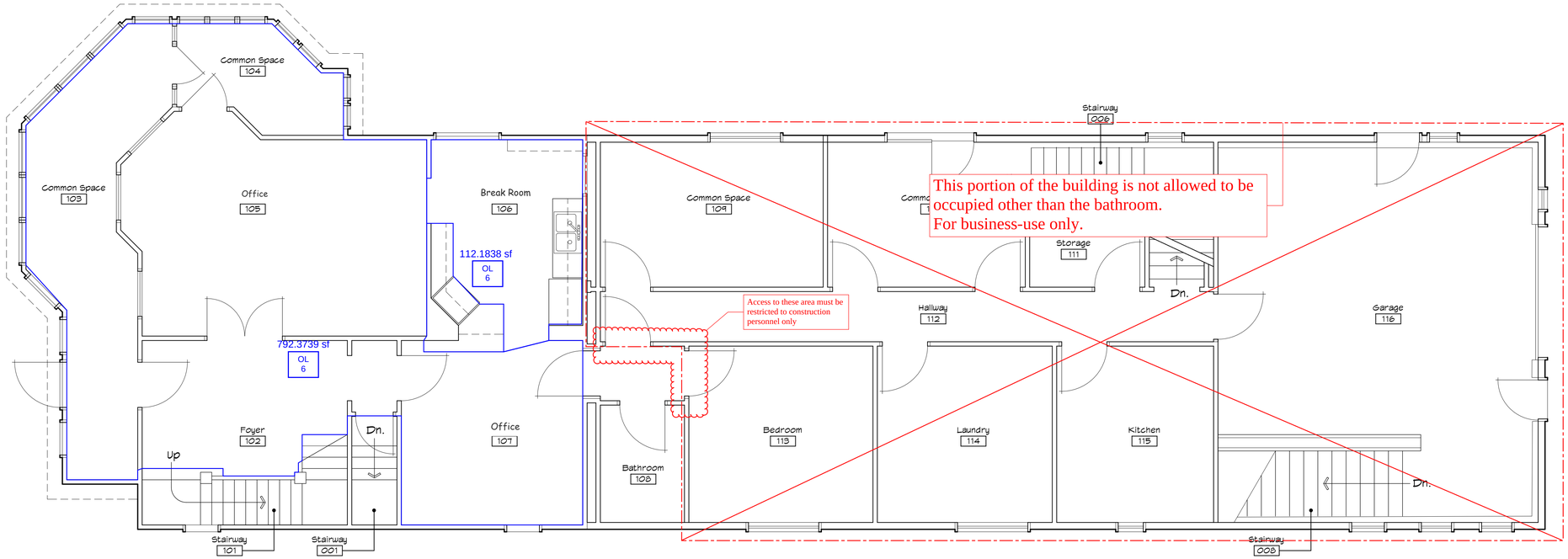
REVISIONS

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Project No.
R23169

BASEMENT PLAN

A200



1 A-201 MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"

N

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I hereby certify that this plan specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Architect under the laws of the State of North Dakota.
Date: 4/24/25 Reg. No. 13714

SEEDS OF EDEN
GROUP HOME REMODEL
MINOT, NORTH DAKOTA

DRAWN BY: DWL
CHECKED BY: PTK

DATE: 04/24/2025

REVISIONS

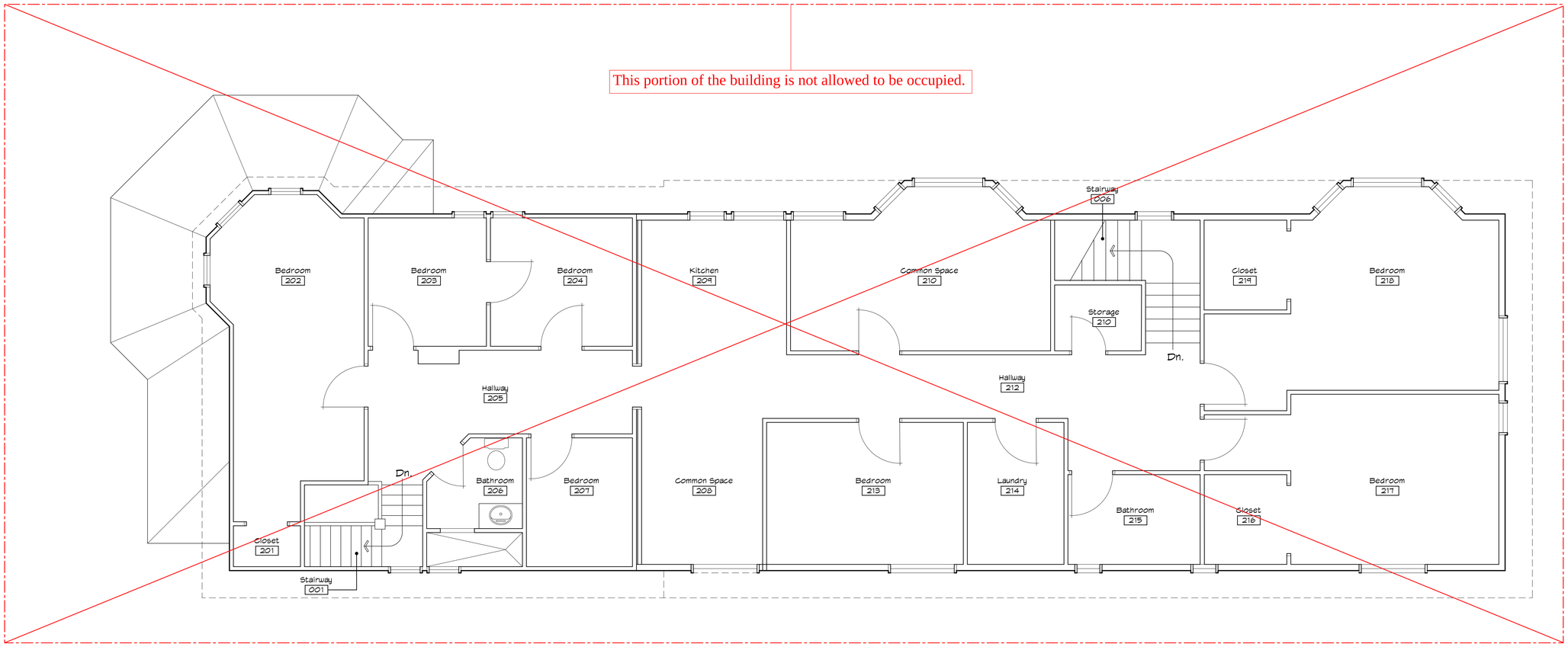
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Project No.
R23169

MAIN FLOOR PLAN

A201

This portion of the building is not allowed to be occupied.



1 A-202 UPPER FLOOR PLAN
SCALE: 1/4" = 1'-0"

N

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Minot, ND | Fargo, ND | Williston, ND | Boise, ID

I hereby certify that this plan specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Architect under the laws of the State of North Dakota.
Date: 4/24/25 Ref. No. 13704

SEEDS OF EDEN
GROUP HOME REMODEL
MINOT, NORTH DAKOTA

DRAWN BY: DWL
CHECKED BY: PTK

DATE: 04/24/2025

REVISIONS

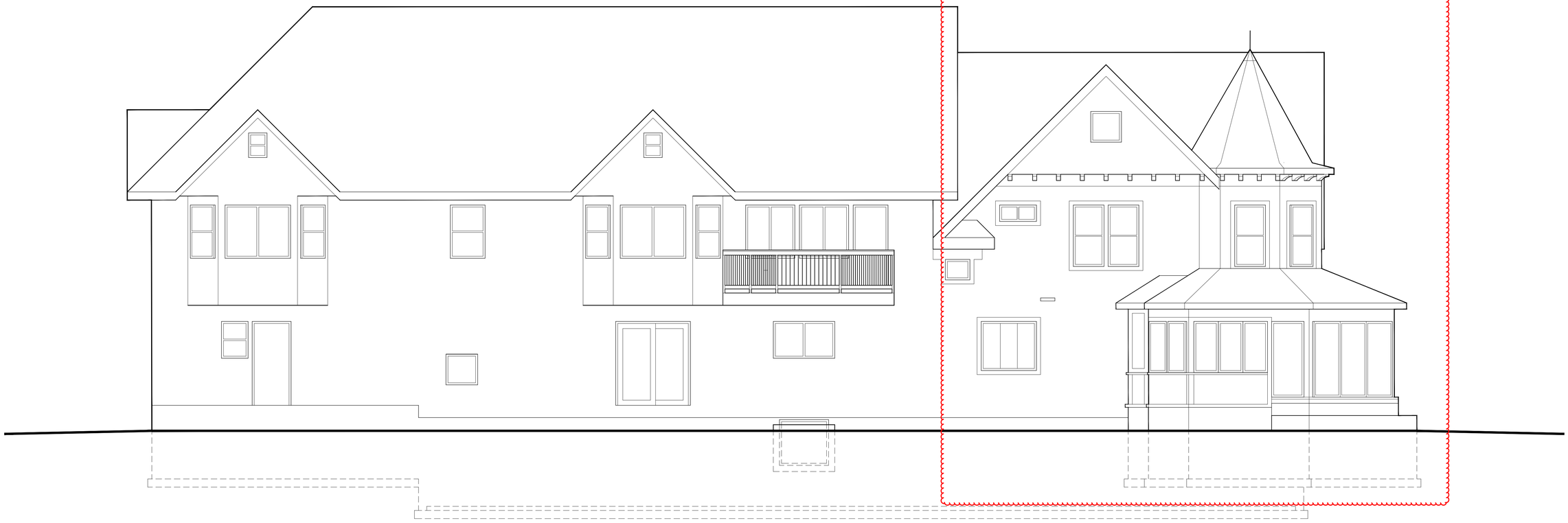
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Project No.
R23169

UPPER FLOOR PLAN

A202

This portion of the building is to be occupied for B (business) occupancy only. Non-residential use.



1 / A-300 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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701.837.8737 · www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

I hereby certify that this plan specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Architect under the laws of the State of North Dakota.
Date 4/24/25 Ref. No. 1774

SEEDS OF EDEN
GROUP HOME REMODEL
MINOT, NORTH DAKOTA

DRAWN BY: DWL
CHECKED BY: PTK

DATE: 04/24/2025

REVISIONS

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Project No.
R23169

ELEVATION

A300

Exhibit 6

Outlook

RE: [EXTERNAL] Signed lease & remediation

From Tom Joyce <tom.joyce@minotnd.gov>
Date Tue 1/27/2026 3:14 PM
To Stefanie Stalheim <stefanie.stalheim@minotnd.gov>
Cc Dan Falconer <dan.falconer@minotnd.gov>; Gage DeGroot <gage.degroot@minotnd.gov>; Luke Tillema <luke.tillema@minotnd.gov>; City of Minot - Attorney <attorney@minotnd.gov>; Nick Schmitz <nick.schmitz@minotnd.gov>

Acknowledge; thank you.

Best, Tom

Tom Joyce
City Manager, City of Minot
Office: 701-857-4750
Cell: 701-822-2823

"Be Collaborative, Be Accountable, Be Results-Driven…all in the Pursuit of Excellence"

From: Stefanie Stalheim <stefanie.stalheim@minotnd.gov>
Sent: Tuesday, January 27, 2026 2:53 PM
To: Tom Joyce <tom.joyce@minotnd.gov>
Cc: Dan Falconer <dan.falconer@minotnd.gov>; Gage DeGroot <gage.degroot@minotnd.gov>; Luke Tillema <luke.tillema@minotnd.gov>; City of Minot - Attorney <attorney@minotnd.gov>; Nick Schmitz <nick.schmitz@minotnd.gov>
Subject: FW: [EXTERNAL] Signed lease & remediation

CM Joyce –

I'm passing along this email thread for your situational awareness. The Planning Department has notified Seeds of Eden that they are in violation of the conditions of their Conditional Use Permit and has scheduled a hearing before the Planning Commission on March 10.

I have reviewed this thread and agree that setting it up for a hearing is appropriate. CC'd in the building/planning staff in case you have follow-up questions.

Stefanie Stalheim
City of Minot, City Attorney
Office Phone: 701-857-4755

From: Dan Falconer <dan.falconer@minotnd.gov>
Sent: Tuesday, January 27, 2026 2:05 PM
To: Seeds Eden <info@seedsofeden.net>
Cc: Justin Ronyak <jronyak@trilogy.us.com>; lwikstrom@trilogy.us.com; City of Minot - Attorney <attorney@minotnd.gov>; FDPrevention <fd-prevention@minotnd.org>; Luke Tillema

<luke.tillema@minotnd.gov>; Gage DeGroot <gage.degroot@minotnd.gov>
Subject: RE: [EXTERNAL] Signed lease & remediation

Hello Isaiah,

The Planning Commission does not have the authority to waive the requirements of the Building or Fire Code. The Conditional Use permit you have attached simply allows you to operate a group home use at that property with conditions, nothing more. That Conditional Use permit does not give you permission to occupy the structure, only the Building Official can do that. You agreed to follow all of the City of Minot's regulations in Item#11 of the permit: "Upon issuance of this permit, the applicant shall be deemed the permitee or permit holder and agrees to the terms of this permit and to follow all ordinance and regulations of the City of Minot and all county, state, and federal laws and regulations."

You have been found to be in violation of your Conditional Use permit, and a public hearing will be scheduled for the March 10th Planning Commission to have Conditional Use permit #2023-11-1 revoked.

Regards,
Dan

From: Seeds Eden <info@seedsofeden.net>
Sent: Tuesday, January 27, 2026 12:30 PM
To: Gage DeGroot <gage.degroot@minotnd.gov>
Cc: Justin Ronyak <jronyak@trilogy.us.com>; lwikstrom@trilogy.us.com; Dan Falconer <dan.falconer@minotnd.gov>; City of Minot - Attorney <attorney@minotnd.gov>; FDPrevention <fd-prevention@minotnd.org>; Luke Tillema <luke.tillema@minotnd.gov>
Subject: Re: [EXTERNAL] Signed lease & remediation

Caution: This message has originated from an **External Source**.
Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Conditional use permit —signed

Isaiah Keller
P: 808.830.7595
E: info@seedsofeden.net
F: 833.525.1920
seedsofeden.net

This communication contains information from Seeds of Eden that may be confidential. Except for personal use by the intended recipient, or as expressly authorized by the sender any person who receives this information is prohibited from disclosing, copying, distributing, and or using it. If you received this communication in error, please immediately delete it and all copies and promptly notify the sender. This communication does not intend to operate as an electronic signature under applicable law.

On Jan 27, 2026, at 12:16 PM, Seeds Eden <info@seedsofeden.net> wrote:

Hello Gage,

When we applied for the conditional use permit (and it was received), almost 2 1/2 years ago, the planning commission was very aware that we were going to occupy the original part of the home. And the plan was to remodel the new part to make it livable. All of the architectural and the engineering assessments were for the new addition that is not yet finished. So, apparently there's been a complete lack of miscommunication and misunderstanding. But this is why we would like to fix whatever is needed to be fixed on the original home, which honestly doesn't appear to be much. If you're not able to speak on this, then we can handle it at a city meeting or another planning commission meeting. Give me a call if you'd like. Thanks for your time.

Isaiah Keller
P: 808.830.7595
E: info@seedsofeden.net
F: 833.525.1920
seedsofeden.net

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> On Jan 27, 2026, at 12:07 PM, Gage DeGroot <gage.degroot@minotnd.gov> wrote:
>
> Isaiah,
>
> During our phone conversation on August 5th, 2025 (please find the recap in the attached email), you stated that the West/original portion of the building would be used solely for Seeds of Eden's business operations, not for residential occupancy. You further clarified that this area would be used only by administrative staff during normal business hours.
>
> Please refer to the reviewed plans for Permit C25-00126 (425 Main St S – Seeds of Eden Remodel)—also available in the "Attachments" section of the Cityworks portal—which explicitly state that residential occupancy is not permitted anywhere within this building.

Following yesterday's inspection, the entire premises were found to be occupied by individuals residing there on a permanent basis. This is a clear violation of the scope of the building permit and contradicts the information you previously provided. Additionally, no Certificate of Occupancy has been issued for this property since the prior certificate was revoked.

That said–and all technical terminology aside–as it stands now, the building located at **425 Main St S**, Minot ND is **not allowed to be occupied** by any persons. Please clear any tenants from the building or action may be taken from the City of Minot for eviction.

Respectfully,

Gage DeGroot, MCP
Senior Inspector, City of Minot
Secretary/Treasurer, NDBOA
Office: (701) 857-4109







From: Seeds Eden <info@seedsofeden.net>
Sent: Friday, January 23, 2026 5:45:10 PM
To: dan.falconer@minotnd.gov <dan.falconer@minotnd.gov>
Cc: Justin Ronyak <jronyak@trilogy.us.com>; Lars Wikstrom <lwikstrom@trilogy.us.com>; Gage DeGroot <gage.degroot@minotnd.gov>
Subject: Re: [EXTERNAL] Signed lease & remediation

Hello Dan,

Oscar Delacruz vacated the premises as of last week, and his registration should be updated and removed from the address any day. Additionally, the car trailer has been relocated per your request.

As you may have noticed, I obtained the building permit from the City Planning Office last week, and it has been posted in the front window of the residence. A scheduled inspection is set for Monday.

Also attached, please find the executed lease agreement with Trinity for five parking spaces across the street. Each space has designated parking posts and signage. To my knowledge, there are no remaining violations.

We look forward to proceeding with the full remodel of the home and continuing business operations at this property.

Thank you for your time. Please let me know if you have any additional questions!

Cordially,

Isaiah Keller—Executive Director
P: 808.830.7595
E: info@seedsofeden.net
F: 833.525.1920
seedsofeden.net

This communication contains information from Seeds of Eden that may be confidential. Except for personal use by the intended recipient, or as expressly authorized by the sender any person who receives this information is prohibited from disclosing, copying, distributing, and or using it. If you received this communication in error, please immediately delete it and all copies and promptly notify the sender. This communication does not intend to operate as an electronic signature under applicable law.

On Jan 12, 2026, at 12:55 PM, Seeds Eden <info@seedsofeden.net> wrote:

Isaiah
P: 808.830.7595
E: info@seedsofeden.net
F: 833.525.1920
seedsofeden.net

This communication contains information from Seeds of Eden that may be confidential. Except for personal use by the intended recipient, or as expressly authorized by the sender any person who receives this information is prohibited from disclosing, copying, distributing, and or using it. If you received this communication in error, please immediately delete it and all copies and promptly notify the sender. This communication does not intend to operate as an electronic signature under applicable law.

NORTH Dakota | Behavioral Health
Be Legendary. HEALTH & HUMAN SERVICES

February 19, 2026

Daniel Falconer
City Of Minot

Re: Open Records Request

Mr. Falconer,

This letter is in response to your open records request dated February 12, 2026, and February 17, 2026, in which you requested:

- "A copy of any grant applications/information regarding Seeds of Eden at the address 425 MAIN ST S in Minot, for our records."

- "Please disclose any current or past involvement by Seeds of Eden in any program funded by the Behavioral Health Division. Also, if I could please get their current standing with any relevant program(s) they may be apart of."

Seeds of Eden previously held provider agreements with the Behavioral Health Division in the following programs:
- Recovery Housing Assistance Program (RHAP)
- Free Through Recovery (FTR)
- Community Connect

Attached are copies of the applicable provider agreements.

On November 12, 2024, the North Dakota Department of Health and Human Services terminated Seeds of Eden provider agreements in Community Connect, Free Through Recovery, and Recovery Housing Assistance Program due to violating Section 4 of the provider agreement relating to Labor.

Seeds of Eden no longer has any provider agreements with the ND Department of Health and Human Services, Behavioral Health Division.

Seeds of Eden submitted an application for Opioid Settlement Funding on 12/22/2023. A copy of that application is attached. This application was not awarded funding.

If you have any additional questions regarding this response, please let me know.

Sincerely,

Amy Lies

RECOVERY HOUSING ASSISTANCE PROGRAM PROVIDER APPLICATION

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES
BEHAVIORAL HEALTH DIVISION (BHD)
SFN 1004 (5-2022)

Clear Fields

Thank you for your interest in becoming a Provider for the Recovery Housing Assistance Program (RHAP). The RHAP is a state-funded program administered by the North Dakota Department of Human Services, Behavioral Health Division. The purpose of this program is to provide support to individuals in recovery by increasing access to supportive living environments that commit to best practices in recovery housing. To accomplish this, the RHAP will reimburse participating Recovery Housing Providers for up to 12 weeks of an eligible individual's recovery housing expenses.

The following application must be completed in its entirety and signed by the Provider. Incomplete or unsigned applications will be returned.

I. PROVIDER INFORMATION

Provider Name Seeds of Eden			
Mailing Address 306 2nd ST NW	City Mandan	State ND	ZIP Code 58554
Physical Location/Office Location (if different than mailing address)	City	State	ZIP Code
Telephone Number 7014156233	Fax Number		
Provider Owner Name Brian Cassiday		Provider Owner Telephone Number 7014156233	
Provider Owner Email Address Brian@seedsofeden.net			
Provider Contact Name (if different than owner)	Provider Contact Title Executive Director		
Provider Contact Telephone Number 7014156233	Provider Contact Email Address Brian@seedsofeden.net		
Provider Tax ID Number 92-2562246			

II. HOUSING INFORMATION

If you have more than two (2) house locations, please attach additional house information to this application.

House 1 Information			
Address 621 Main Ave	City Washburn	State ND	ZIP Code 58577
Contact Name Brian Cassiday	Contact Title Executive Director		
Telephone Number 7014156233	Description of house (ex. Male only, female only, etc.) Male only	Estimated Capacity of Residents 8	

House 2 Information			
Address	City	State	ZIP Code
Contact Name	Contact Title		
Telephone Number	Description of house (ex. Male only, female only, etc.)	Estimated Capacity of Residents	

III. SERVICES

RHAP will provide reimbursement for up to 12 weeks of recovery housing expenses for eligible individuals, in accordance with the RHAP Fee Schedule (Section IV of Provider Guidance).

IV. ATTACHMENTS

The following attachments must accompany this application:

1. Signed Recovery Housing Assistance Program Provider Agreement
2. Certification of Good Standing with North Dakota Secretary of State
3. Completed and signed W-9 Form for reimbursement

V. SIGNATURE

I, the undersigned, certify to being the responsible entity for administering the Program and confirm all the above information is true and accurate to the best of my knowledge. I agree to be bound by the rules and regulations of the Recovery Housing Assistance Program Provider Agreement and all terms set forth in the most updated Program Guidance.

Provider Owner Signature	Date
	3-13-2023

Please submit application and questions in one (1) of the three (3) following ways to:
North Dakota Department of Human Services
Behavioral Health Division

1. **Mail:** Attn: Recovery Housing Assistance Program
   North Dakota Department of Human Services
   Behavioral Health Division
   600 E. Boulevard Ave Dept. 325
   Bismarck, ND 58505-0250

2. **Email:** RecoveryHousing@nd.gov

3. **Fax:** 701-328-8979

Recovery Housing Assistance Program (RHAP) Provider Agreement

This Agreement is entered into by the state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (Department) and

Provider
Seeds of Eden

Department and Provider agree as follows:

1. **PURPOSE:**
The purpose of this Agreement is to provide support to individuals in recovery by increasing access to supportive living environments that commit to best practices in Recovery Housing.

2. PROVIDER AGREES

A. To develop, implement, and enforce practices that are recovery-oriented, trauma-informed, and person-centered;
B. To ensure all individuals residing at the residence are actively pursuing recovery from a substance-use disorder;
C. To allow for individual choice regarding substance-use disorder treatment (i.e. not require formal substance-use disorder treatment);
D. To permit resident's access to prescribed medications, including Medication Assisted Treatment (MAT), as recommended by their healthcare provider, through the duration of their residency;
E. To develop practices regarding a recurrence of substance use or substance use disorder symptoms that are recovery-oriented, trauma-informed, and person-centered;
F. To implement recovery supports, including the following:
    a. Promote meaningful activities
    b. Engage individuals in development of recovery capital
    c. Promote access to community supports
    d. Provide mutually beneficial peer recovery support
G. To provide a living environment conducive to recovery;
H. To provide an environment that is free from alcohol and illicit substances;
I. To provide an environment that is smoke-free (can have designated outdoor smoking areas in compliance with local and state laws);
J. To ensure access to naloxone is available for emergency use;
K. To ensure residents have 24/7 access to a supportive person from the RHAP Provider;
L. To have emergency contact information, including how to contact an available supportive person from the RHAP Provider, posted in a communal area;
M. To comply with state and local housing codes;
N. To not discriminate based on race, ethnicity, medical conditions, sexual orientation, disability, or religion;
O. To ensure the location of the recovery residence is not licensed as a Substance Abuse Treatment Program in accordance with North Dakota Administrative Rule 75-09.1;
P. To provide the option for resident to continue residency after conclusion of RHAP participation;
Q. To ensure no duplication of funding for an individual's stay;
R. To ensure residents do not accrue rental fees in addition to the reimbursement from the RHAP;
S. To retain a copy of the contract that will be used with residents, such as lease or housing agreement;
T. To obtain and retain copies of the participant eligibility documentation used during the Provider's eligibility screening process for a minimum of three (3) years after final payment;
U. To obtain insurance for all house locations;
V. To provide residents with free resources at the request of Department;
W. To notify Department of significant, newsworthy incidents within 24-hours of occurrence;
X. To collect and submit process and outcome measures as prescribed by Department;
Y. To notify Department within five (5) business days of any change in program contact information;
Z. To update Department of any program changes that impact Provider's participation in the RHAP;
AA. To accommodate Department during on-site visits as requested by Department;
BB. To attend any required meetings or trainings regarding the RHAP program; and
CC. To provide to Department documents as requested.

3. DEPARTMENT AGREES
To reimburse the RHAP Provider on behalf of eligible individuals through the Recovery Home Individual Reimbursement process outlined in the Provider Guidance, not to exceed the amount identified by Department Reimbursement Fee Schedule (Section IV of Provider Guidance).

Approved Weekly Reimbursement Rate by BHD
$158.00

4. TERM AND RENEWAL
This Agreement is effective upon signature of both Department and Provider and shall remain in effect until June 30, 2023. This Agreement will not automatically renew. Department will provide written notice to Provider of its intent to renew this Agreement at least 30-days before the scheduled termination date. This Agreement may be renewed upon satisfactory completion of the initial Agreement term. Department reserves the right to execute up to two (2) options to renew this Agreement under the same terms and conditions for a period of 24 months each.

5. COMPENSATION
Department shall pay Provider for services in accordance with the reimbursement rates outlined in the Provider Guidance, which is made a part of this Agreement.

6. LABOR
Provider may not solicit or hire for personal purposes any individual receiving services in the Program. Provider may not solicit or receive volunteer labor or services for personal purposes from an individual receiving services in the Program.

7. TERMINATION

a. Termination by Mutual Agreement or Notice
This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest
Department is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, Department, in its sole discretion, by written notice to Provider, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority
Department may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Provider or on any later date stated in the notice, under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
2) If provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause
Department may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:

1) If Provider fails to provide services required by this Agreement within the time specified or any extension agreed to by Department; or
2) If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of Department provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. ASSIGNMENT AND SUBCONTRACTS
Neither party may assign or otherwise transfer or delegate to any person other than that party's staff, any right or duty set forth in this Agreement without the other party's express written consent. However, provider may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. Provider does not have authority to contract for or incur obligations on behalf of Department.

9. NOTICE
All notices or other communications required under this Agreement must be given by email, registered or certified mail, and are complete on the date mailed when addressed to the parties at the following addresses:

ND Department of Human Services
Behavioral Health Division
Department of Human Services
600 E Boulevard Ave Dept 325
Bismarck, ND 58505-0250
RecoveryHousing@nd.gov

Provider Information Below:

Seeds of Eden
306 2nd ST NW
Mandan, ND 58554
Brian@seedsofeden.net

Notice provided under this provision does not meet the notice requirements for monetary claims against Department found at N.D.C.C. § 32-12.2-04.

10. APPLICABLE LAW AND VENUE
This Agreement is governed by and construed in accordance with the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota.

11. SPOLIATION - NOTICE OF POTENTIAL CLAIMS
Provider shall promptly notify Department of all potential claims that arise or result from this Agreement. Provider shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Department the opportunity to review and inspect the evidence, including the scene of an accident.

12. INDEMNITY
Provider agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Provider to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08. Provider also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

13. INSURANCE
Provider 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:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of $1,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
c. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the provider. The amount of any deductible or self-retention is subject to approval by the Department.
b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-” rating must be approved by the Department. The policies shall be in form and terms approved by the Department.
c. The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned Department representative.
d. Provider shall furnish a certificate of insurance to the undersigned provider representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
e. Failure to provide insurance as required in this Agreement is a material breach of contract entitling Department to terminate this Agreement immediately.

14. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL
Department does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Department does not waive any right to a jury trial.

15. CONFIDENTIALITY
Provider agrees not to use or disclose any information it receives from Department under this Agreement that Department has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by Department. Department agrees not to disclose any information it receives from provider that provider has previously identified as confidential and that Department determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of Department and provider to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

16. COMPLIANCE WITH PUBLIC RECORDS LAW
Provider understands that, except for disclosures prohibited in this Agreement, Department must disclose to the public upon request any records it receives from provider. Provider further understands that any records that are obtained or generated by provider under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Provider agrees to contact Department immediately upon receiving a request for information under the open records law and to comply with Department's instructions on how to respond to the request.

Department, the Attorney General of the state of North Dakota, the Risk Management Division of the Office of Management and Budget, and the federal government and their duly authorized representatives, may have access to the books, documents, papers, and records of provider which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

17. INDEPENDENT ENTITY
Provider is an independent entity under this Agreement. Provider, its employees, agents, or representatives are not employees of Department for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between Department and provider. Provider retains sole and absolute discretion in the manner and means of carrying out provider's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

18. NONDISCRIMINATION AND COMPLIANCE WITH LAWS
Provider agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider agrees to file all required reports, make required payroll deductions, and pay all taxes and premiums owed, including sales and use taxes and unemployment compensation, and workers' compensation premiums, in a timely fashion. Provider shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

19. STATE AUDIT
Provider shall provide to Department, the North Dakota State Auditor, or the Auditors designee upon request a written copy of all records, regardless of physical form, including records evidencing the accounting practices and procedures employed by provider which are relevant to this Agreement and necessary to conduct a state government audit. However, provider shall have the right to redact any and all information that includes, in whole or in part any proprietary information, trade secret information, confidential information, privileged information, or information that is not relevant to this Agreement and the like. Provider will maintain all such records for at least three (3) years following completion of this Agreement.

20. PREPAYMENT
Department will not make any advance payments before performance by Provider under this Agreement.

21. ASSURANCES
This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to Department are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement, Provider certifies that neither Provider nor its' principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Provider must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

22. MERGER AND MODIFICATION
This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

State of North Dakota
North Dakota Department of Human Services

Signature: Laura Anderson
Printed Name: Laura Anderson
Title: Policy Director, Behavioral Health Division
Date: 3/14/2023

Provider Name: Seeds of Eden
Signature: 
Printed Name: Brian Cassiday
Title: Executive Director
Date: 3-8-2023

FREE THROUGH RECOVERY (FTR) PROGRAM PROVIDER APPLICATION

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL HEALTH DIVISION (BHD)
SFN 811 (7-2023)

Clear Fields

Thank you for your interest in becoming a provider for the Free Through Recovery (FTR) program. FTR is a state-funded program allowing individuals within the criminal justice system to have care coordination, recovery supports, including peer support, and improved access to behavioral health services. All services reimbursed through the program will assist individuals in achieving specific outcomes related to their individual needs while residing in their chosen community and provide supportive, engaging, person-centered, recovery-oriented, and trauma-informed care.

The following application must be completed in its entirety and signed by the provider. Incomplete or unsigned applications will be returned.

I. PROGRAM INFORMATION

Provider Name Seeds of Eden			
Address 306 2nd ST NW	City Mandan	State ND	ZIP Code 58554
Telephone Number 701.415.6233	Toll-free Number	Fax Number 833.525.1920	
Provider Owner Name Brian Cassiday		Provider Owner Telephone Number 701.415.6233	
Provider Owner Email Address brian@seedsofeden.net			
Provider Contact Name Brian Cassiday	Provider Contact Title Executive Director/Owner		
Provider Contact Telephone Number 701.415.6233	Provider Contact Email Address brian@seedsofeden.net		
24-Hour Provider Contact Name Brian Cassiday	24-Hour Provider Contact Telephone Number 701.415.6233		
Physical Address (if different from mailing address)	City	State	ZIP Code
Regions to be Served Regions 2, 7, 3, 8 currently	Provider Tax ID Number 92-2562246	Estimated Capacity of Participants 140	

II. ADDITIONAL LOCATIONS

Provider Name		Telephone Number	
Address	City	State	ZIP Code
Provider Contact Name	Provider Contact Title		
Telephone Number	Email Address	Estimated Capacity of Participants	

Provider Name		Telephone Number	
Address	City	State	ZIP Code
Provider Contact Name	Provider Contact Title		
Telephone Number	Email Address	Estimated Capacity of Participants	

III. SERVICES

Services for Monthly Reimbursement (Must Provide All to Qualify)**:**

Care Coordination: Includes helping participants access recovery resources based on their individual needs and creatively problem solve around challenges to help participants access such resources.

Peer Support: A person with similar demographic and lived experience provides support to participants based on their individual needs.

Recovery Services: Access to nourishment, supportive housing,educational opportunities, employment, family and parenting services, leisure and wellness activities, spiritual engagement, and any other community resources.

IV. ATTACHMENTS

1. Signed Free Through Recovery Program Provider Agreement
2. Verification of Insurance meeting all requirements of section 10 Provider Agreement
3. Certificate of Good Standing with North Dakota Secretary of State
4. Completed an signed W-9 Form for reimbursement; and
5. Provider Description

V. SIGNATURE

I, the undersigned, certify to being the responsible entity for administering the Free Through Recovery Program and all the above information is true and accurate to the best of my knowledge. I agree to be bound by the rules and regulations of the Free Through Recovery Behavioral Health Service Agreement and all terms set forth in the most updated Free Through Recovery Program Guidance.

Provider Owner Signature	Date
	7-31-2023

Office Use Only

Date Received	Response By	Date Program Notified

Notes

Please submit application and questions in one of the three following ways to:
Department of Health and Human Services
Behavioral Health Division
Attn: Free Through Recovery Program

1. **Mail:** 600 E. Boulevard Ave. - Dept. 325
   Bismarck, ND 58505-0250
2. **Email: freethroughrecovery@nd.gov**
3. **Fax:** 701-328-8979

Add Attachments

Free Through Recovery Behavioral Health Service Agreement

This Agreement is entered into by the state of North Dakota, acting through its North Dakota Department of Health and Human Services, Behavioral Health Division (Department) and

Provider
Seeds of Eden

Department and Provider agree as follows:

1. **Purpose:**

The purpose of this Agreement is to provide individuals in the criminal justice system access to care coordination and recovery services, including peer support, and direct connection to additional behavioral health services as needed, through the Free Through Recovery (FTR) program (Program).

Provider agrees:

a. To develop and maintain professional relationships with other entities to ensure that participants have timely access to a full continuum of behavioral healthcare, including access to clinical services.
b. To comply with all state and federal laws and regulations pertaining to use, disclosure, maintenance, retention, and safeguarding of confidential information regarding participants, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) at 45 CFR Part 160 and Part 164, and the federal privacy law for Substance Use Disorder patient records, 42 USC § 290dd-2, and its implementing regulations, 42 CFR Part 2, and other confidentiality laws and regulations that may apply. Additionally, Provider assumes responsibility for obtaining any Authorization to Disclose Information forms that may be necessary to meet coordination requirements and data reporting per this Agreement.
c. To have access to the internet, basic office programs, a reliable vehicle, and reliable contact information
d. To secure Docstars system access through the Department of Corrections and Rehabilitation (DOCR) for data submission. Unauthorized access may result in termination of this Agreement.
e. To secure the required insurance in accordance with Section 10 of this Agreement and provide the Department with updated proof of insurance when applicable.
f. To allow the Department and the DOCR access to conduct audits and inspect the premises, review Provider, personnel, and participant records, observe program operations, and interview employees and individuals associated with the Program. To provide policies and procedures to the Department and DOCR upon request.
g. To provide the Department and DOCR Provider personnel in the event of an emergency
h. To participate in training, certification programs, and technical assistance, as required, by the Department and DOCR.
i. To ensure that all care coordinators complete a background check before providing services.
j. To have written policies and procedures pertaining to the following areas:
    i. Suicide Prevention and Intervention
    ii. Dual Relationships
    iii. Conflict of Interest
    iv. Confidentiality
    v. Crisis Intervention
k. To be bound by the rules and regulations of this Agreement and all terms set forth in the most updated Program Guidance.
l. That all individuals providing peer support must:
    i. Become a North Dakota Certified Peer Support Specialist within 90 days of providing services and maintain certification.
    ii. Complete mandated reporting of vulnerable adults and retain certification. Reporting Abuse and Neglect of a Vulnerable Adult | Health and Human Services North Dakota Scroll down to Training Link and click on link.
    iii. Complete mandated reporting of child abuse and neglect and retain certification. Mandated Reporters - Home Page (pcand.org) Follow link and click on `Other'.

m. All individuals providing care coordination must:
   i. Have a degree in a closely related field to the position's responsibility or have one (1) year of experience in a human service setting providing direct services to individuals.
   ii. Complete the care coordination training provided by the Department and DOCR.
   iii. Sign and agree to abide by the Care Coordinator, Code of Ethics upon issuance.
   iv. Complete mandated reporting and retain certification. Mandated Reporters - Home Page (pcand.org) Follow link and click on `Other'.
   v. Complete mandated reporting of child abuse and neglect and retain certification. Mandated Reporters - Home Page (pcand.org) Follow link and click on `Other'.

n. The Provider shall not hire a current Program participant to provide peer support services or care coordination to their current Program participants.
o. The Provider shall not discharge or transfer a current Program participant to another provider so that they may hire this person to provide peer support or care coordination to their current Program participants.
p. The Department and DOCR reserve the right to refuse to allow an individual to serve in the role of care coordinator or peer support for participants.
q. To utilize Program funds only for services that do not have another billable funding source.
r. To accept all referrals provided by the DOCR for participation in the Program unless the Provider is at Program capacity.
s. To ensure participants have access to recovery-oriented services that address their behavioral healthcare needs.
t. To provide participants with contact information for 24-hour crisis intervention services.
u. To collect and share data with the Department regarding Program participants and outcomes.
v. To conduct regular performance and progress assessments and meetings.
w. To provide participants with Department resources, upon request.
x. To ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) regarding efforts related to the Program must acknowledge the project is an effort funded through the Department.
y. To include the Department on documentation created for the purpose of communication and marketing of the Program and provide a copy of the document or messaging to the Department.
z. To utilize Gap Funding according to current Program Guidance
aa. That they may be moved to a status of “not in good standing” if they are not fulfilling requirements as outlined in this Agreement or Program Guidance, and do not remedy identified deficiencies within 60 days.
bb. That when a provider is “not in good standing”, additional referrals will be paused and if good standing is not restored in 60 days, this Agreement may be terminated.

2. TERM AND RENEWAL

This Agreement is effective upon signature of both Department and Provider and shall remain in effect until June 30, 2025. This Agreement will not automatically renew. Department will provide written notice to Provider of its intent to renew this Agreement at least 30 days before the scheduled termination date. This Agreement may be renewed upon satisfactory completion of the initial Agreement term. Department reserves the right to execute up to two (2) options to renew this Agreement under the same terms and conditions for a period of 24 months each. Updates to this Agreement may be sent by the Department to the Provider at least 30 days prior to the effective date. Updates must be signed/returned by the effective date or payment for services may not be dispersed.

3. COMPENSATION

Department shall pay Provider for services in accordance with the rate schedule attached to this Agreement as Attachment A, which is made a part of this Agreement.

4. LABOR

Provider may not solicit or hire for personal purposes any individual receiving services in the FTR Program. Provider may not solicit or receive volunteer labor or services for personal purposes from an individual receiving services in the FTR Program.

5. TERMINATION

a. Termination by Mutual Agreement or Notice
This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest
Department is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, Department, in its sole discretion, by written notice to Provider, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority
Department may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Provider or on any later date stated in the notice, under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
2) If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause
Department may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:

1) If Provider fails to provide services required by this Agreement within the time specified or any extension agreed to by Department; or
2) If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of Department provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign or otherwise transfer or delegate to any person other than that party's staff, any right or duty set forth in this Agreement without the other party's express written consent. However, Provider may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. Provider does not have authority to contract for or incur obligations on behalf of Department.

7. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

8. SPOLIATION - NOTICE OF POTENTIAL CLAIMS

Provider shall promptly notify Department of all potential claims that arise or result from this Agreement. Provider shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Department the opportunity to review and inspect the evidence, including the scene of an accident.

9. INDEMNITY

Provider agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Provider to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Provider also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Vendor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

10. INSURANCE

Provider shall secure and keep in force during the term of this Agreement, and Provider shall require all subcontractors, prior to commencement of an agreement between Provider and the subcontractor to 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:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
c. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.

The insurance coverages listed above must meet the following additional requirements:

a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Provider. The amount of any deductible or self-retention is subject to approval by the Department.
b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-” rating must be approved by the Department. The policies shall be in form and terms approved by the Department.
c. The duty to defend, indemnify, and hold harmless the Department under this agreement shall not be limited by the insurance required in this Agreement.
d. The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Provider.
e. A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the State.
f. Provider shall furnish a certificate of insurance to the undersigned Provider representative prior to commencement of this Agreement. All endorsements shall be provided as soon as practicable.
g. Failure to provide insurance as required in this Agreement is a material breach of contract entitling Provider to terminate this Agreement immediately.
h. Provider shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Provider shall provide on an ongoing basis, current certificates of insurance during the term of the Agreement. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

11. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL
Department does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Department does not waive any right to a jury trial.

12. CONFIDENTIALITY
Provider agrees not to use or disclose any information it receives from Department under this Agreement that Department has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by Department. Department agrees not to disclose any information it receives from Provider that Provider has previously identified as confidential and that Department determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of Department and Provider to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

13. COMPLIANCE WITH PUBLIC RECORDS LAW
Provider understands that, except for disclosures prohibited in this Agreement, Department must disclose to the public upon request any records it receives from Provider. Provider further understands that any records that are obtained or generated by Provider under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Provider agrees to contact Department immediately upon receiving a request for information under the open records law and to comply with Department's instructions on how to respond to the request.

Department, DOCR, the Attorney General of the state of North Dakota, the Risk Management Division of the Office of Management and Budget, and the federal government and their duly authorized representatives, may have access to the books, documents, papers, and records of Provider which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

14. INDEPENDENT ENTITY
Provider is an independent entity under this Agreement. Provider, its employees, agents, or representatives are not employees of Department for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between Department and Provider. Provider retains sole and absolute discretion in the manner and means of carrying out Provider's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

15. NONDISCRIMINATION AND COMPLIANCE WITH LAWS
Provider agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider agrees to file all required reports, make required payroll deductions, and pay all taxes and premiums owed, including sales and use taxes and unemployment compensation, and workers' compensation premiums, in a timely fashion. Provider shall have and keep current at all times during the term of this Agreement all licenses and permits required by law. Provider's failure to comply with this section may be deemed a material breach by Provider entitling Department to terminate in accordance with the Termination for Cause section of this Agreement.

16. STATE AUDIT
Provider shall provide to Department, DOCR, the North Dakota State Auditor, or the Auditors designee upon request a written copy of all records, regardless of physical form, including records evidencing the accounting practices and procedures employed by Provider which are relevant to this Agreement and necessary to conduct a state government audit. However, Provider shall have the right to redact any and all information that includes, in whole or in part any proprietary information, trade secret information, confidential information, privileged information, or information that is not relevant to this Agreement and the like. Provider will maintain all such records for at least three years following completion of this Agreement.

17. PREPAYMENT
Department will not make any advance payments before performance by Provider under this Agreement.

18. VENDOR ASSURANCES
This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to Department are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Provider certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Provider must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

19. MERGER AND MODIFICATION
This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

20. NOTICE
All notices or other communications required under this Agreement must be given by email, registered or certified mail, and are complete on the date mailed when addressed to the parties at the following addresses:

Department:

Laura Anderson
Behavioral Health Division Policy Director
Department of Health and Human Services
600 E Boulevard Ave Dept 325
Bismarck, ND 58505-0250

Provider:

Seeds of Eden
306 2nd Ave NW
Mandan, ND 58554

Notice provided under this provision does not meet the notice requirements for monetary claims against Department found at N.D.C.C. § 32-12.2-04.

State of North Dakota
Department of Health and Human Services

Signature: Laura Anderson
Printed Name: Laura Anderson
Title: Policy Director, Behavioral Health Division
Date: 09/14/2023

Provider Name: Seeds of Eden
Signature: [signature]
Printed Name: Brian Cassiday
Title: Executive Director/Owner
Date: 7-31-2023

Attachment A

Free Through Recovery Outcome Data and Rates

Providers will be paid a base rate of $428 per Participant on Level 3 engagement, $214 per Participant on Level 2 engagement, and $107 per Participant on Level 1 engagement on a monthly basis for providing care coordination, peer support, and recovery services to Program participants. In addition to this individual rate, an increase will be issued in the form of outcome-based rate enhancement, on a monthly basis. This rate enhancement will be issued when an individual meets three of the four defined outcome measures. See Table below for clarification.

Providers are expected to track and report on the four identified outcome measures **between the 15th and the 20th of the month** in order to receive reimbursement.

Reimbursement Rates per Level:

Level of Service	Level 3	Level 2	Level 1
Ineligible	$0	$0	$0
CC Diligence	$214	$161	NA
Engagement	$428	$214	$107
Outcome-based	$514	$300	$193

COMMUNITY CONNECT PROGRAM PROVIDER APPLICATION

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL HEALTH DIVISION (BHD)
SFN 986 (7-2023)

Clear Fields

Thank you for your interest in becoming a provider for the Community Connect program. Community Connect is a state-funded program administered by the North Dakota Department of Health and Human Services, Behavioral Health Division. Care coordination, recovery support services, and peer support services, assist program participants in improved access to behavioral health services. All services reimbursed through the program are guided by the individual needs and goals of the program participant. Supportive, engaging, person-centered, recovery-oriented, and trauma-informed care is provided in the participant's chosen community.

The following application must be completed in its entirety and signed by the provider. Incomplete or unsigned applications will be returned.

I. PROGRAM INFORMATION

Provider Name Seeds of Eden			
Address 306 2nd St NW	City Mandan	State ND	ZIP Code 58554
Telephone Number 701.415.6233	Toll-free Number	Fax Number 833.525.1920	
Provider Owner Name Brian Cassiday		Provider Owner Telephone Number 701.415.6233	
Provider Owner Email Address brian@seedsofeden.net			
Provider Contact Name Brian Cassiday	Provider Contact Title Executive Director/Owner		
Provider Contact Telephone Number 701.415.6233	Provider Contact Email Address brian@seedsofeden.net		
24-Hour Provider Contact Name Brian Cassiday	24-Hour Provider Contact Telephone Number 701.415.6233		
Physical Address (if different from mailing address)	City	State	ZIP Code
Region(s) to be Served Regions 2, 7, 3, 8 currently	Provider Tax ID Number 92-2562246	Estimated Capacity of Participants 140	

II. ADDITIONAL LOCATIONS

Provider Name		Telephone Number	
Address	City	State	ZIP Code
Provider Contact Name	Provider Contact Title		
Telephone Number	Email Address	Estimated Capacity of Participants	

Provider Name		Telephone Number	
Address	City	State	ZIP Code
Provider Contact Name	Provider Contact Title		
Telephone Number	Email Address	Estimated Capacity of Participants	

III. SERVICES

Services for Monthly Reimbursement (Must Provide All to Qualify)**:**

- **Care Coordination:** Includes helping participants access recovery resources based on their individual needs and creatively problem solve around challenges to help participants access such resources;
- **Peer Support:** A person with similar demographics and lived experience provides support to participants based on their individual needs; and
- **Recovery Support Services:** Access to nourishment, supportive housing, educational opportunities, employment, family and parenting services, leisure and wellness activities, spiritual engagement, and any other community resources.

IV. ATTACHMENTS

1. Signed Community Connect Program Provider Agreement;
2. Verification of Insurance meeting all requirements of section 10 Provider Agreement;
3. Certificate of Good Standing with North Dakota Secretary of State;
4. Completed and signed W-9 Form for reimbursement; and
5. Provider Description.

V. SIGNATURE

I, the undersigned, certify to being the responsible entity for administering the Program and confirm all the above information is true and accurate to the best of my knowledge. I agree to be bound by the rules and regulations of the Community Connect Program Provider Agreement and all terms set forth in the most updated Program Guidance.

Provider Owner Signature	Date
	7-31-2023

Office Use Only

Date Received	Response By	Date Program Notified

Notes

Please submit application and questions in one of the three following ways to:
Department of Health and Human Services
Behavioral Health Division
Attn: Community Connect Program

1. **Mail:** 600 E. Boulevard Ave. - Dept. 325
   Bismarck, ND 58505-0250

2. **Email:** **comconnect@nd.gov**

3. **Fax:** 701-328-8979

Community Connect Program Provider Agreement

This Agreement is entered into by the state of North Dakota, acting through its North Dakota Department of Health and Human Services, Behavioral Health Division (Department) and

Provider
Seeds of Eden

Department and Provider agree as follows:

1. **Purpose:**
The purpose of this Agreement is to provide individuals access to care coordination and recovery services, including peer support, and direct connection to additional behavioral health services, as needed, through the Community Connect program (Program).

Provider agrees:

a. To develop and maintain professional relationships with other entities to ensure that participants have timely access to a full continuum of behavioral healthcare, including access to clinical services.
b. To comply with all state and federal laws and regulations pertaining to use, disclosure, maintenance, retention, and safeguarding of confidential information regarding participants, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) at 45 CFR Part 160 and Part 164, and the federal privacy law for Substance Use Disorder patient records, 42 USC § 290dd-2, and its implementing regulations, 42 CFR Part 2, and other confidentiality laws and regulations that may apply. Additionally, Provider assumes responsibility for obtaining any Authorization to Disclose Information forms that may be necessary to meet coordination requirements and data reporting per this Agreement.
c. To have access to the internet, basic office programs, a reliable vehicle, and reliable contact information.
d. To secure access to the online documentation system and database provided by the Department for data submission, when available. Only approved users may access this database. Unauthorized access may result in termination of this Agreement.
e. To secure the required insurance in accordance with Section 10 of this Agreement and provide the Department with updated proof of insurance when applicable.
f. To allow the Department access to conduct audits and inspect the premises, review Provider, personnel, and participant records, observe program operations, and interview employees and individuals associated with the Program. To provide policies and procedures to the Department upon request.
g. To provide the Department Provider personnel in the event of an emergency
h. To participate in training, certification programs, and technical assistance, as required, by the Department.
i. To have a policy that requires a criminal background check is completed for all individuals providing services before providing services to Program participants and clarifies what may disqualify someone. Ensure proof of background check and date of background check is kept on file.
j. To have written policies and procedures pertaining to the following areas:
    i. Suicide Prevention and Intervention
    ii. Dual Relationships
    iii. Conflict of Interest
    iv. Confidentiality
    v. Crisis Intervention
k. To be bound by the rules and regulations of this Agreement and all terms set forth in the most updated Program Guidance.
l. That all individuals providing peer support must:
    i. Become a North Dakota Certified Peer Support Specialist within 90 days of providing services and maintain certification.
    ii. Complete mandated reporting of vulnerable adults and retain certification. Reporting Abuse and Neglect of a Vulnerable Adult | Health and Human Services North Dakota Scroll down to Training Link and click on link.
    iii. Complete mandated reporting of child abuse and neglect and retain certification. Mandated Reporters - Home Page (pcand.org) Follow link and click on `Other'.

m. All individuals providing care coordination must:
   i. Have a degree in a closely related field to the position's responsibility or have one (1) year of experience in a human service setting providing direct services to individuals.
   ii. Complete the care coordination training provided by the Department.
   iii. Sign and agree to abide by the Care Coordinator, Code of Ethics upon issuance.
   iv. Complete mandated reporting of vulnerable adults and retain certification. Reporting Abuse and Neglect of a Vulnerable Adult | Health and Human Services North Dakota Scroll down to Training Link and click on link.
   v. Complete mandated reporting of child abuse and neglect and retain certification. Mandated Reporters - Home Page (pcand.org) Follow link and click on `Other'.

n. The Provider shall not hire a current Program participant to provide peer support services or care coordination to their current Program participants.
o. The Provider shall not discharge or transfer a current Program participant to another provider so that they may hire this person to provide peer support or care coordination to their current Program participants.
p. The Department reserves the right to refuse to allow an individual to serve in the role of care coordinator or peer support for participants.
q. To utilize Program funds only for services that do not have another billable funding source.
r. To accept all referrals provided by the Department for participation in the Program unless the Provider is at Program capacity.
s. To ensure participants have access to recovery-oriented services that address their behavioral healthcare needs.
t. To provide participants with contact information for 24-hour crisis intervention services.
u. To collect and share data with the Department regarding Program participants and outcomes.
v. To conduct regular performance and progress assessments and meetings.
w. To provide participants with Department resources, upon request.
x. To ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) regarding efforts related to the Program must acknowledge the project is an effort funded through the Department.
y. To include the Department on documentation created for the purpose of communication and marketing of the Program and provide a copy of the document or messaging to the Department.
z. To utilize Gap Funding according to current Program Guidance
aa. That they may be moved to a status of “not in good standing” if they are not fulfilling requirements as outlined in this Agreement or Program Guidance, and do not remedy identified deficiencies within 60 days.
bb. That when a provider is “not in good standing”, additional referrals will be paused and if good standing is not restored in 60 days, this Agreement may be terminated.

2. TERM AND RENEWAL

This Agreement is effective upon signature of both Department and Provider and shall remain in effect until June 30, 2025. This Agreement will not automatically renew. Department will provide written notice to Provider of its intent to renew this Agreement at least 30 days before the scheduled termination date. This Agreement may be renewed upon satisfactory completion of the initial Agreement term. Department reserves the right to execute up to two (2) options to renew this Agreement under the same terms and conditions for a period of 24 months each.

3. COMPENSATION

Department shall pay Provider for services in accordance with the rate schedule attached to this Agreement as Attachment A, which is made a part of this Agreement.

4. LABOR

Provider may not solicit or hire for personal purposes any individual receiving services in the Program. Provider may not solicit or receive volunteer labor or services for personal purposes from an individual receiving services in the Program.

5. TERMINATION

a. Termination by Mutual Agreement or Notice
   This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.
b. Early Termination in the Public Interest
   Department is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, Department, in its sole discretion, by written notice to provider, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority
Department may terminate the whole or any part of this Agreement, effective upon delivery of written notice to provider or on any later date stated in the notice, under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
2) If provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause
Department may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:

1) If Provider fails to provide services required by this Agreement within the time specified or any extension agreed to by Department; or
2) If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of Department provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. ASSIGNMENT AND SUBCONTRACTS
Neither party may assign or otherwise transfer or delegate to any person other than that party's staff, any right or duty set forth in this Agreement without the other party's express written consent. However, Provider may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. Provider does not have authority to contract for or incur obligations on behalf of Department.

7. APPLICABLE LAW AND VENUE
This Agreement is governed by and construed in accordance with the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

8. SPOLIATION - NOTICE OF POTENTIAL CLAIMS
Provider shall promptly notify Department of all potential claims that arise or result from this Agreement. Provider shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Department the opportunity to review and inspect the evidence, including the scene of an accident.

9. INDEMNITY
Provider agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by provider to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08. Provider also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

10. INSURANCE

Provider shall secure and keep in force during the term of this Agreement and Provider shall require all subcontractors, prior to commencement of an agreement between Provider and the subcontractor, to 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:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of $2,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
c. Workers' compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Provider.
b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-” rating must be approved by the State. The policies shall be in form and terms approved by the State.
c. The duty to defend, indemnify, and hold harmless the State under this Agreement shall not be limited by the insurance required in this Agreement.
d. The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of Provider.
e. A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the State.
f. Provider shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. All endorsements shall be provided as soon as practicable.
g. Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.
h. Provider shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Provider shall provide on an ongoing basis, current certificates of insurance during the term of the Agreement. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

11. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

Department does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Department does not waive any right to a jury trial.

12. CONFIDENTIALITY

Provider agrees not to use or disclose any information it receives from Department under this Agreement that Department has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by Department. Department agrees not to disclose any information it receives from Provider that provider has previously identified as confidential and that Department determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of Department and Provider to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

13. COMPLIANCE WITH PUBLIC RECORDS LAW

Provider understands that, except for disclosures prohibited in this Agreement, Department must disclose to the public upon request any records it receives from Provider. Provider further understands that any records that are obtained or generated by Provider under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Provider agrees to contact Department immediately upon receiving a request for information under the open records law and to comply with Department's instructions on how to respond to the request.

Department, the Attorney General of the state of North Dakota, the Risk Management Division of the Office of Management and Budget, and the federal government and their duly authorized representatives, may have access to the books, documents, papers, and records of provider which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

14. INDEPENDENT ENTITY
Provider is an independent entity under this Agreement. Provider, its employees, agents, or representatives are not employees of Department for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between Department and Provider. Provider retains sole and absolute discretion in the manner and means of carrying out Provider's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

15. NONDISCRIMINATION AND COMPLIANCE WITH LAWS
Provider agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider agrees to file all required reports, make required payroll deductions, and pay all taxes and premiums owed, including sales and use taxes and unemployment compensation, and workers' compensation premiums, in a timely fashion. Provider shall have and keep current at all times during the term of this Agreement all licenses and permits required by law. Provider's failure to comply with this section may be deemed a material breach by Provider entitling Department to terminate in accordance with the Termination for Cause section of this Agreement.

16. STATE AUDIT
Provider shall provide to Department, the North Dakota State Auditor, or the Auditors designee upon request a written copy of all records, regardless of physical form, including records evidencing the accounting practices and procedures employed by Provider which are relevant to this Agreement and necessary to conduct a state government audit. However, Provider shall have the right to redact any and all information that includes, in whole or in part any proprietary information, trade secret information, confidential information, privileged information, or information that is not relevant to this Agreement and the like. Provider will maintain all such records for at least three (3) years following completion of this Agreement.

17. PREPAYMENT
Department will not make any advance payments before performance by Provider under this Agreement.

18. ASSURANCES
This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to Department are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

By signing this Agreement, Provider certifies that neither Provider nor its' principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Provider must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

19. MERGER AND MODIFICATION
This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

20. NOTICE

All notices or other communications required under this Agreement must be given by email, registered or certified mail, and are complete on the date mailed when addressed to the parties at the following addresses:

Department:

Laura Anderson
Behavioral Health Division Policy Director
Department of Health and Human Services
600 E Boulevard Ave Dept 325
Bismarck, ND 58505-0250

Provider:

Seeds of Eden
306 2nd Ave NW
Mandan, ND 58554

Notice provided under this provision does not meet the notice requirements for monetary claims against Department found at N.D.C.C. § 32-12.2-04.

State of North Dakota
Department of Health and Human Services

Signature: Laura Anderson
Printed Name: Laura Anderson
Title: Policy Director, Behavioral Health Division
Date: 9/13/2023

Provider Name: Seeds of Eden
Signature: 
Printed Name: Brian Cassiday
Title: Executive Director/Owner
Date: 7-31-2023

Attachment A

Data and Rates

Provider will be paid a base rate of $428 per Participant on Level 3 engagement, $214 per Participant on Level 2 engagement, and $107 per Participant on Level 1 engagement on a monthly basis for providing care coordination, peer support, and recovery services to Program participants. In addition to this individual rate, an increase will be issued in the form of outcome-based rate enhancement, on a monthly basis. This rate enhancement will be issued when an individual meets three of the four defined outcome measures. See Table below for clarification.

Provider is expected to track and report on the four identified outcome measures **between the 1st and the 5th of the month** in order to receive reimbursement.

Reimbursement Rates per Level:

Level of Service	Level 3	Level 2	Level 1
Ineligible	$0	$0	$0
CC Diligence	$214	$161	NA
Engagement	$428	$214	$107
Outcome-based	$514	$300	$193

North Dakota Opioid Supplement Fund Grant Application
Submission Date: 12/22/23
Amount Requested: $389,656
Submitted to: Amy Lies at amlies@nd.gov
Submitted by: Brian Cassiday
Signature:



1. **Organization**

   Mailing address:
   Seeds of Eden
   PO Box 206
   Washburn, ND 58557

   Physical Address:
   1906 E Broadway Ave Unit 1
   Bismarck, ND 58501

2. **Organization Contact Person**

   Isaiah Keller
   info@seedsofeden.net
   PO Box 23
   Minot, ND 58701
   701-720-2627

3. **Project Contact Person**

   Isaiah Keller
   info@seedsofeden.net
   PO Box 23
   Minot, ND 58701
   701-720-2627

4. Work Plan

Project Title Multinational Recovery Alliance (MRA) "Uniting local, state, and tribal nations to collaborate against the opioid epidemic—by means of prevention, intervention, and crisis management."

Activity Titles

I. Culture of Recovery - 16 County Region & 4 American Indian Reservations (Counties and Tribes listed in Activities Description section)
II. Recovery Housing Support Staff and Infrastructure – Minot, Washburn, Devils Lake
III. Recovery Housing Remodel & Expansion of Service Provision - Minot
IV. Mobile Community Outreach Campaign
V. Máxana Róo "One Voice" Recovery Coalition

Work Plan

I. Culture of Recovery – Multiple Tribal and County Areas (Locations Listed in Activity Description Below)				
Quarter & Year	**Implementation**	**Milestones (project activity completion date)**	**Measure of Success (outputs)**	**Measure of Success (outcomes)* & Alignment with Opioid Settlement Advisory Committee Recommendations**
Q1 2024	Hire new Care Coordinator (2), Peer Support Specialists (2), and Behavioral Health Supervisor (1).	5 new staff hired or additional service provision added by March 31, 2024. *(1 care coordinator and 1 peer support—providing services for the Spirit Lake and Turtle Mountain Band of Chippewa Nations (EAST). *(1 care coordinator and 1 peer support—providing services for the Standing Rock and MHA Nations (WEST). *BHS Supervisor to manage the program.	5 staff retained for full grant period	Increase access to community-based treatment and recovery services in rural areas (Rural is defined as areas other than Minot, Bismarck, Fargo, or Grant Forks, ND); and Utilize opioid settlement funds to increase access to community-based treatment and recovery services in non-rural areas. (Minot, Bismarck, Fargo, or Grand Forks, ND). • 75% placement of participants in stable housing • 80% participants employed in self-sustaining wage level employment • 75% non-relapse (SUD)(during program participation through end of program participation) Utilize opioid settlement funds to increase access to treatment and recovery services in jails. • 75% of participants do not return to jail

Q1 2024 – Q2 2025	Service provision to 200 incarcerated and recently released men and women with substance use disorder in tribal and county jails to support housing needs and homelessness, employment, recovery progress with drug and alcohol disorders, and to marginalize criminal involvement.	200 participants served by June 30, 2025; service provision continuation beyond June 30, 2025, through sustainability plan. *70 WEST *70 EAST *60 local, state areas that are in other rural areas, aside from Tribal Lands.	• 80% participants to complete the 3-6 month program • 100% of eligible participants to transition to 1915i Medicaid to utilize behavioral health services	Utilize opioid settlement funds to enhance the behavioral health workforce. • 5 new trained/educated behavioral health workforce jobs and/or increase in ability to provide SUD prevention and recovery services.
II.	Recovery Housing Support Staff & Infrastructure – Minot & Washburn			
Quarter & Year	**Implementation**	**Milestones (project activity completion date)**	**Measure of Success (outputs)**	**Measure of Success (outcomes)***
Q1 2024	Behavioral Health Staff (Hire 3 Behavioral Health Specialists [1 in each facility]to address the overwhelming behavioral health needs of residents living in Recovery Housing).	3 new full-time/part-time staff hired, March 31, 2024 Assess the behavioral health needs of residents and develop care plan to support them in their recovery journey.	• percentage of goal completion • relapse percentage rates • follow-through and commitment rates, in participating in community services	Increase access to community-based treatment and recovery services in rural areas (Washburn); and Utilize opioid settlement funds to increase access to community-based treatment and recovery services in non-rural areas. (Minot) • 50% increase in number of participants served with wrap-around services Utilize opioid settlement funds to enhance the behavioral health workforce. • 3 new and/or current staff with increase in service provision re: behavioral health workforce staff persons Additional anticipated outcomes: • Crisis prevention • Relapse prevention • Incident and accident prevention
Q1 2024	Increase in wrap-around services	All additional wrap around services in place and service provision commenced, March 31, 2024.	80 participants receiving wrap around services.	
Q1 2024 – Q2 2024	Garage retrofit to serve as carpentry classroom at Minot and Washburn Transition House	Carpentry classroom complete, June 30, 2024	Carpentry classes begin on or before July 1, 2024	
Q3 2024 – Q2 2025	Training Program Implementation	Training program begins on or before July 1, 2024	50 OSHA 10 certifications 50 participants complete carpentry program	

III.	Recovery Housing Remodel & Expansion of Service Provision - Minot			
Quarter & Year	**Implementation**	**Milestones (project activity completion date)**	**Measure of Success (outputs)**	**Measure of Success (outcomes)***
Q1 2024 – Q2 2024	Successfully remodel the new addition of facility in Minot, ND. *Quotes and bids have been gathered and can be made available.	Remodel complete and facility ready for new participant occupancy, June 30, 2024.	7 new in-house participants	Utilize opioid settlement funds to increase access to community-based treatment and recovery services in non-rural areas. (Minot) • 72% increase in residential transition housing and services • 90% satisfaction rate of remodel among Devil's Lake residents • Increase in quality of living environment among Devil's Lake residents
Q2 2024 – Q4 2024	Remodel building premises in Devils Lake to enhance quality of building and environment for men's sober living per resident pre and post survey response.	Remodel complete, Dec. 31, 2024	Remodel complete on or before milestone date.	
IV.	Mobile Community Outreach Campaign			
Quarter & Year	**Implementation**	**Milestones (project activity completion date)**	**Measure of Success (outputs)**	**Measure of Success (outcomes)***
Q1 2024 – Q2 2025	Narcan training	Training begins in quarter 1 of 2024; service provision continuation beyond June 30, 2025 through sustainability plan.	34 (1 every 2 weeks) total trainings 300 community members trained 240 first time attendees at Narcan training	Utilize opioid settlement funds for prevention activities, including coalitions, community work, and prevention activities for youth. • 80% of Narcan training and Narcan distribution to new participants • 80% reduction in food insecurity among participants and families • 50% increase in faith-based, community, and nonprofit partnerships
Q1 2024 – Q2 2025	Narcan distribution	Distribution in coordination with training begins in quarter 1 of 2024.	300 Narcan distributions 240 first time recipients of Narcan in preparation to save lives if/when the need arises due to overdose	
Q1 2024 – Q2 2024	Food Pantry Planning	Planning activities in preparation for food pantry opening.	Plans in writing and approved by Seeds of Eden leadership.	
Q3 2024 –	Food Pantry Implementation	Food pantry starts in Q3 of	850 (50 boxes x 17 months) food	

Q2 2025		2024; service provision continuation beyond June 30, 2025 through sustainability plan.	boxes provided to eligible participants and families by June 30, 2025	
Q2 2024 – Q2 2025	New faith-based, nonprofit, and community organizations engaged in the fight against overdose and opioid addiction.	Partner engagement starts in quarter 2 2024	30 new partners engaged	
V.	Máxana Róo "One Voice" Recovery Coalition			
Quarter & Year	**Implementation**	**Milestones (project activity completion date)**	**Measure of Success (outputs)**	**Measure of Success (outcomes)***
Q2 2024	Initiate coalition development including outreach to potential participating organizations.	Outreach to all identified possible participating organizations	30 organizations contacted 10 confirmed participating organizations with identified representatives	Utilize opioid settlement funds for prevention activities, including coalitions, community work, and prevention activities for youth.
Q3 2024	Midwest Recovery Coalition	Initial coalition meeting	Meeting held with minutes. Meetings to be held periodically (monthly, bi-monthly, or quarterly, per new coalition bi-laws/foundational documents).	

*** Program Alignment with Opioid Settlement Advisory Committee Recommendations**

Activity Descriptions

I. Culture of Recovery - Funding for Care Coordinators (2), Peer Support Specialists (2), and Behavioral Health Supervisor (1) to provide services to address housing needs/homelessness, employment, recovery progress with drug and alcohol disorders, and to marginalize criminal involvement.

- Staff:
  - Care Coordinator (WEST): new position, new hire
  - Peer Support Specialist (WEST): Misty Pearson, currently on staff; additional service provision
  - Care Coordinator (EAST): Mike Selberg, additional service provision

- Peer Support Specialist (EAST): Terri Kills Crow, currently on staff; additional service provision
- Behavioral Health Support Supervisor: Brian Cassiday, currently on staff; additional service provision
- Note: Staff work under other programs and receive funding for part of their salary through other funding streams. The salaries requested through this grant are for new/additional services provided.

- Target Population: Incarcerated populace, during their incarceration and their re-integration back into the communities.
  - Tribal Jails
  - County Jails
  - Non-Medicaid population for any individual who desires assistance. These services are designed to help participants transition from private services with Seeds of Eden to the 1915i Medicaid program, where similar services are offered.
- Service Length: Approximately a 4-month program
- Number Served: Up to 200 participants over the 17-month grant period
- Service Area: 4 major native American reservations: Standing Rock, Turtle Mountain Band of Chippawa, Three Affiliated Tribes, Spirit Lake Indian Reservation; rural communities and underserved areas (Sioux, Emmons, Burleigh, Morton, Sheridan, Oliver, Mercer, McLean, Mountrail, Stark, Dunn, McKenzie, Williams, Bottineau, Renville, Rolette, Peirce, Benson, and Ramsey Counties)
- Funding Request: $220,385 over 17-month grant period (this total includes fringe and indirect)

II. **Recovery Housing Support Staff**– Funding for recovery housing support staff and including transportation assistance, peer support, job coaching, financial coaching, non-profit business/leadership coaching.

- Staff
  - Behavioral Health Support, Minot: Jim Pearson Sr., currently on staff; additional service provision
  - Behavioral Health Support, Washburn: Ryan Hamrick, currently on staff; additional service provision
  - Behavioral Health Support, Devils Lake: To be hired, new position
- Services & Service Area: Wrap-around services for our current recovery housing program participants in Minot, Devil's Lake, and Washburn, ND.
- Number served with wrap-around services: 80
- Training: Wood working equipment, tools, and other necessary supplies and equipment to remodel a garage area to serve as a carpentry shop on site for both the Minot and Washburn campuses. Training materials include literature, OSHA 10 course materials, and certificates.
- Number served with OSHA and Carpentry training: 50
- Service Area: Minot, Devil's Lake, and Washburn, ND.
- Funding request: $95,981 (this total includes fringe and indirect)

III. **Recovery Housing Remodel for Expansion of Service Provision** - Funding for remodeling and finishing the Minot facility to expand capacity from 5 residents to 12 residents. (see Budget Attachment: Price Quote).

- This work will be completed by contracted service providers.

- Bids have been secured from a variety of contractors. Seeds of Eden is requesting $50,000 for the entire remodel cost of $240,000. $150,000 has been borrowed as a secured load for Seeds of Eden. Currently awaiting building permits. Contractors will be finalized by best price, reputation in community of contactor (quality of past work), efficiency to complete work, and positive relationships with local municipal code enforcement. Quotes attached.
- Service Area: Minot
- Number of New residents served: 7
- Travel: local mileage for staff from facility to retail and wholesale building supply stores
- Funding request: $55,000 (this total includes indirect cost)

IV. Mobile Community Outreach Campaign

- Service Location and Population: Target tribal lands, rural areas, and low-income neighborhoods at high risk for opioid use.
- Staff Community Health Navigator: Isaiah Keller, stipend
- Narcan training/distribution
- Distribution of recovery resources/literature
  - Number of Narcan trainings conducted: 34
  - Number of Narcan distributions post-training: 300
- Establishing of Food Pantry and the costs to distribute food
  - Number of Food Boxes Distributed: 850
- Fentanyl testing (Harm reduction)
  - Number of Fentanyl tests provided: 100
- Engage faith-based organizations, nonprofits and other community agencies in the fight against overdoses and opioid addiction.
  - Number of New Partners Engaged: 30
- Funding requested: $6,190 (this total includes fringe and indirect)

V. **Máxana Róo "One Voice" Recovery Coalition** - Funding for infrastructure and staffing to create a not-for-profit agency w/board of directors to collaborate and cross-system coordinate between tribal leaders and local/county leaders, with the purpose of preventing opioid misuse, homelessness, and opioid overdoses, while also advocating for treatment and recovery support, community-based services, and strategies to abate the opioid epidemic in cooperative effort among agencies and organizations within the community. This effort would aim to unite the various organizations and entities across the upper part of North Dakota—From Mandaree to Devils Lake, from Belcourt to Washburn, ND.

- Staff Tribal Relations Consultant: State Tribal Liaison--Sonya Abe, Volunteer Consultant, volunteer time not included in detailed budget
- Community Health Navigator: Isaiah Keller, stipend, new duties
- Filing articles of organization, admin fees, IRS 501c3 submission
- Establish and lead reoccurring meetings between tribe and local/county entities to communicate and cooperate to cross-collaborate—discussing current needs, troubleshooting problems, address issues, arranging recovery events, and organizing process to ensure quality service provision in areas of health disparity and eliminating duplication of services.
  - Funding request: $12,100 (this total includes fringe and indirect)

5. Type of Work Carried Out in the Project and Relevant Credentials and Experience

Culture of Recovery
Care Coordinator (WEST): New Hire/TBD
Peer Support Specialist (WEST): Misty Pearson
Care Coordinator (EAST): Mike Selberg
Peer Support Specialist (EAST): Terri Kills Crow
Behavioral Health Support Supervisor: Brian Cassiday

Recovery Housing Support Staff & Infrastructure – Minot, Washburn, Devils Lake
Behavioral Health Support, Minot: Jim Pearson Sr.
Behavioral Health Support, Washburn: Ryan Hamrick
Behavioral Health Support, Devils Lake: New Hire/TBD

Mobile Community Outreach Campaign
Community Health Navigator: Isaiah Keller

Máxana Róo "One Voice" Recovery Coalition
Tribal Relations Consultant: State Tribal Liaison--Sonya Abe
Community Health Navigator: Isaiah Keller

Type of Work, Care Coordinator: A Care Coordinator is responsible for scheduling, organizing, and managing all aspects of a participant's recovery and care maintenance and treatment. Their duties include helping participants complete paperwork, communicating with a care team about a participant's treatment plan and educating participants about resources and options for managing their recovery.

Type of Work, Peer Support Specialist: Peer support specialists are people with lived experience who have been through situations similar to those they support. They have been successful in recovery and have firsthand knowledge of the healing process. They can provide aid in addiction, mental health conditions, medical conditions, and disabilities. While a peer support specialist does not substitute or replace treatment with a healthcare provider when it is needed, they can provide a unique layer of support.

Type of Work, Behavioral Health Support Supervisor: Behavioral Health Supervisors supervise the treatment of participants and lead all para-professional level recovery staff.

Type of Work, Community Health Navigator: Community health navigators are health coordinators that connect people to medical providers and community resources. They help patients in enhancing their mental, physical, and social health as well as assist them in developing a definite care plan.

Type of Work, Tribal Relations Consultant: A Tribal Relations Consultant facilitates a two-way, Nation-to-Nation exchange of information and dialogue between official representatives of the Seeds of Eden/ and of Tribal Nations regarding working together in the Máxana Róo "One Voice" Recovery Coalition.

Relevant Credentials and Experience: Each person's credentials and experience meet industry standards for the assigned job. Resumes are attached. (Attachment A: Resumes)

6. Need Statement

Seeds of Eden is a locally run 501c3 non-profit corporation in North Dakota. With expertise in providing care coordination services, peer support experience, leadership training, life-coaching, job-coaching, and recovery housing—we have a deep passion for supporting rural North Dakota and all tribal nations. Having been in operation for less than a year, our rapid growth has made a notable impression locally and regionally. Case management numbers have reached as high as 80 individuals at a given time, and recovery housing numbers continue to climb as our program expands. We have a current census of 8 residents and have served 17 individuals thus far.

Seeds of Eden works to curb the effects of the opioid pandemic and develop powerful relationships with tribal entities in relation to prevention and treatment. With two recovery houses in operation and one within reach, the current waiting list for housing applications is around ten individuals (wanting housing services with Seeds of Eden). Within the state-sponsored Community Connect program, we have received reports that over 400 + applications are on the waiting list to obtain behavioral health services (care coordination and peer support). The needs far outweigh the resources and service availability. But with a unified front of resilience and tenacity, and with the help of state/federal assistance, Seeds of Eden plans to expand its capacity to prevent, intervene, and respond to the opioid crisis.

Seeds of Eden Multinational Recovery Alliance (MRA) "Uniting local, state, and tribal nations to collaborate against the opioid epidemic—by means of prevention, intervention, and crisis management" Project will specifically target the incarcerated and a recently incarcerated population who are not on Medicaid, Sanford Health, or Blue Cross and Blue Shield. This is especially true for tribal members, many of whom do not have Medicaid within the State of North Dakota—a state which has a large population of Native Americans who need services. This project's efforts are designed to collaborate, not duplicate, the state's existing opioid response strategy and its aim to address the opioid crisis by increasing access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for opioid use disorder (OUD).[1]

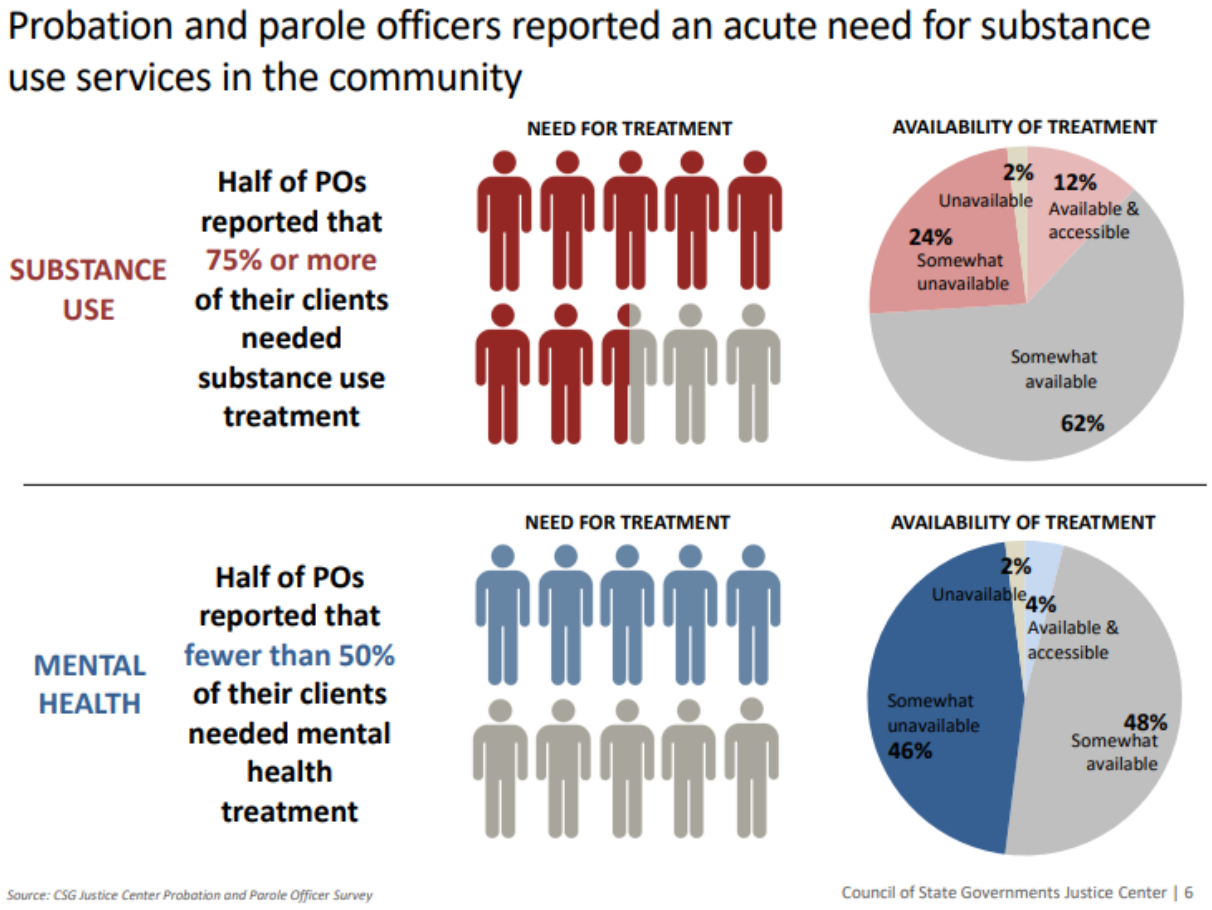
As many as six million American are eligible to get nearly free health coverage through Medicaid but don't sign up.[2] This project will address a need gap in the state of North Dakota by offering care coordination, peer support, and job coaching to non-Medicaid members, supervised probationers who fall below the LSI-34 score, and tribal members who are not on Medicaid, including participants experiencing mental health diagnosis and/or substance abuse disorders. A significant element of the project will be to directly assist eligible participants to apply for Medicaid.

While Medicaid is generally prohibited from paying for the services people receive inside a prison or jail, the Biden administration opened the door for the federal program to cover care not long before a person is released, to help them better manage their health conditions during the transition. Congressional efforts to reactivate Medicaid before inmates' release nationwide have so far failed.[3] While other states are floundering, North Dakota is making strides to expand Medicaid coverage, which is like the largest payer for substance use disorder treatment services in the state and reduces local and state resource burdens.[4] Through this project, Seeds of Eden seeks to advance the efforts of ND to enroll eligible participants in Medicaid.

Even for those with insurance or other sources of funding to provide for their care, there are gaps in care availability, especially among the recently released from incarceration population. A Council of State Government Justice Center Report from the North Dakota Department of Human Services

designated categories of availability of treatment as unavailable (2%), somewhat unavailable (24%), somewhat available (62%), and available (12%). [5]

While acknowledging that this data was from 2018, it is notable that that treatment for substance use categorizes as "Available" was only at 12%. Seeds of Eden seeks to support North Dakota's efforts to increase access to available substance use treatment, especially for populations with barriers, such as those recently released from incarceration.



7. Project Impact

Seeds of Eden Multinational Recovery Alliance (MRA) "Uniting local, state, and tribal nations to collaborate against the opioid epidemic—by means of prevention, intervention, and crisis management" anticipates the following impact and outcomes:

- Increase access to community-based treatment and recovery services in rural areas (Rural is defined as areas other than Minot, Bismarck, Fargo, or Grant Forks, ND); and
- Utilize opioid settlement funds to increase access to community-based treatment and recovery services in non-rural areas (Minot, Bismarck, Fargo, or Grand Forks, ND).

- 75% placement in stable housing
- 80% employed in self-sustaining wage level employment
- 75% non-relapse (SUD)(during program participation through end of program participation)

- Utilize opioid settlement funds to increase access to treatment and recovery services in jails.
  - 75% do not return to jail

- Utilize opioid settlement funds to enhance the behavioral health workforce.

  - Five (5) new trained/educated behavioral health workforce jobs and/or increase in ability to provide SUD prevention and recovery services.

- Increase access to community-based treatment and recovery services in rural areas (Washburn) and utilize opioid settlement funds to increase access to community-based treatment and recovery services in non-rural areas (Minot).
  - 50% increase in number of participants served with wrap-around services

- Utilize opioid settlement funds to enhance the behavioral health workforce.

  - Three (3) new and/or current staff with increase in service provision re: behavioral health workforce staff persons
  - Additional anticipated outcomes:
    - Crisis prevention
    - Relapse prevention
    - Incident and accident prevention

- Utilize opioid settlement funds to increase access to community-based treatment and recovery services in non-rural areas (Minot).
  - 72% increase in residential transition housing and services
  - 90% satisfaction rate of remodel among Devil's Lake residents
  - Increase in quality of living environment among Devil's Lake residents.

- Utilize opioid settlement funds for prevention activities, including coalitions, community work, and prevention activities for youth.
  - 80% of Narcan training and Narcan distribution to new participants
  - 80% reduction in food insecurity among participants and families
  - 50% in faith-based partnerships, community, and nonprofit partnerships

- Utilize opioid settlement funds for prevention activities, including coalitions, community work, and prevention activities for youth.

8. Sustainability

Seeds of Eden will sustain the project after grant funding ends utilizing the following strategies:

- An increase in participant enrollment in Medicaid to increase participant ability to pay for treatment services (reduction in non-payment or partial payment incidents)

- New and strengthened community partners to assist with funding provision at an operations level
- Engagement with a grant research, writing, and management company, Simple Grants, to identify, pursue, and win new funding
- Follow up: increase access and obtainability to the SUD voucher, for Medicaid ineligible applicants
- Improve collaboration between county, state, and tribal entities to avoid duplication of services, and to avoid a lack of services.

9. Measurement and Reporting

Seeds of Eden Online/html-based Reporting System

Online documentation system, measuring the following categories:

- Housing
- Employment
- Recovery progress
- Criminal Justice compliance
- opioid risk factor.

We will also keep records on how many individuals were successfully approved from Medicaid, Medicaid 1915i, and the SUD voucher. This online system will measure outcomes monthly and will report numbers/statistics to the state of North Dakota per the funding agreement.

Process and Outcome Measures – Data

Project data as noted in the Work Plan will be collected and maintained by designated project staff members. Staff members will report this data to Isaiah Keller one week prior to the State report due dates. Mr. Keller will create State required reports.

Reporting

As a grantee, Seeds of Eden will submit monthly reports to the State by 10th of each month, which may include:

a. Project performance
b. Implementation status
c. Achievements and barriers
d. Any changes to the project
e. Process and outcome measures

Seeds of Eden will engage in ongoing communication with the State for monitoring project implantation and project analysis. Seeds of Eden will complete a final project summary no later than 15 days after the expiration or termination of the Grant. The final project summary will include project performance, implementation status, process and outcomes measures, and sustainability of the project.

10. Project Alignment with Opioid Remediation Uses and Best Practice

Seeds of Eden Multinational Recovery Alliance (MRA) "Uniting local, state, and tribal nations to collaborate against the opioid epidemic—by means of prevention, intervention, and crisis management" Project aligns with the following Opioid Remediation Uses.

NOTE: The letter and numbering below match the specific items in the Opioid Remediation Uses grant application attachment, which aligns with Substance Use Disorder Recovery best practice. Best practice includes actionable, evidence -based practices on treating substance use disorder while operationalizing integrated behavioral care, which includes team alignment, evaluation, implementation, and financial considerations.[6]

C. PREGNANT & POSTPARTUM WOMEN
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

A. TREAT OPIOID USE DISORDER (OUD)
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY
Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:
1. Provide comprehensive wrap-around services to individuals with OUD and any co- occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co- occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)
Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co- occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");

2. Active outreach strategies such as the Drug Abuse Response Team ("DART") model;

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co- occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co- occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice- involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").

7. Engaging non-profits and faith-based communities as systems to support prevention.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:
1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:
1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

11. Similar North Dakota Projects and Seeds of Eden Enhancement

Current Programs

Two notable programs which offer care coordination and peer support are:

- Free Through Recovery, North Dakota Health and Human Services, which offers a crisis intervention model for supervised probationers with a high enough LSI-R score, 34 or above. This constitutes the high-risk population on supervised probation.[7]
- Community Connect, North Dakota Health and Human Services, which was originally designed to provide services to anyone with a substance abuse disorder or mental health diagnosis, especially those who are experiencing homelessness or barriers with obtaining housing, employment, lasting recovery, or criminal recidivism. However, recent changes beginning on October 18th, 2023, have been made by the State of North Dakota, increasing the qualifications needed for acceptance into the program, as well as capping the current program number, (permitting 1 entry upon every discharge, program wide.) This has since limited the ability for services for many individuals in need.[8]
- Medicaid 1915i (The North Dakota Medicaid 1915(i) State Plan Amendment allows North Dakota Medicaid to pay for additional home and community-based services to support individuals with behavioral health conditions). Eligibility required participants to be enrolled in Medicaid.[9]
- MHA Recovery Team & Good Road Recovery—This effort has been established by the Mandan Hidatsa & Arikara Nation, offering Peer Support for their members at The Door—a local entity which specializes in peer support services and recovery meetings (AA/NA). However, MHA has not developed care coordination for its enrolled members, and behavioral health needs are very much present at the Justice Center in New Town, to assist residents with re-integration back into their respective communities.[10]

Enhancement and Return on Investment

Seeds of Eden Multinational Recovery Alliance (MRA) "Uniting local, state, and tribal nations to collaborate against the opioid epidemic—by means of prevention, intervention, and crisis management" Project will specifically target the incarcerated and a recently incarcerated population who are not on Medicaid, Sanford Health, or Blue Cross and Blue Shield. This is especially true for tribal members, many of whom do not have Medicaid within the State of North Dakota—a state which has a large population of Native Americans who need services. This project's efforts are designed to collaborate, not duplicate, the state's existing opioid response strategy and its aim to address the opioid crisis by increasing access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for opioid use disorder (OUD).[1]

This project will offer care coordination, peer support, and job coaching to non-Medicaid members, supervised probationers who fall below the LSI-34 score, and tribal members who are not on Medicaid, including participants experiencing mental health diagnosis and/or substance abuse disorders. A significant element of the project will be to directly assist eligible participants to apply for Medicaid. Through this project, Seeds of Eden seeks to advance the efforts of ND to enroll eligible participants in Medicaid.

Additional Enhancements

- Seeds of Eden is John Maxwell certified (Leadership)
- Seeds of Eden works in tandem with vocational rehabilitation to develop its job training division
- Coordination with tribal governments regarding prevention and opioid recovery programming

12. Budget

CATEGORY	AMOUNT
Salaries & Fringe Benefits	$277,800
Travel	$7,533
Subcontracting	$50,000
Equipment	0
Supplies	$18,900
Operations	0
Other	0
TOTAL DIRECT COSTS	$354,233
Indirect Costs	$35,423
TOTAL	$389,656

See Attachment C: Detailed Budget

Budget Narrative

Salaries and Wages

Note: Staff work under other programs and receive funding for part of their salary through other funding streams. The salaries requested through this grant are for new/additional services provided over the full 17-month funding period.
Fringe is calculated at 20%.

Culture of Recovery

- Care Coordinator (WEST): new position, new hire
- Peer Support Specialist (WEST): Misty Pearson, currently on staff; additional service provision
- Care Coordinator (EAST): Mike Selberg, additional service provision
- Peer Support Specialist (EAST): Terri Kills Crow, currently on staff; additional service provision
- Behavioral Health Support Supervisor: Brian Cassiday, currently on staff; additional service provision

Recovery Housing Support Staff.

- Behavioral Health Support, Minot: Jim Pearson Sr., currently on staff; additional service provision
- Behavioral Health Support, Washburn: Ryan Hamrick, currently on staff; additional service provision
- Behavioral Health Support, Devils Lake: To be hired, new position

Mobile Community Outreach Campaign

- Staff Community Health Navigator: Isaiah Keller, stipend

Máxana Róo "One Voice" Recovery

- Staff Tribal Relations Consultant: State Tribal Liaison--Sonya Abe, Volunteer Consultant, volunteer time not included in detailed budget
- Community Health Navigator: Isaiah Keller, stipend, new duties

Travel
Travel to be reimbursed at standard federal mileage rate. Travel consists of local and regional travel to tribal and county jails, non-profit, community, and faith-based partner and coalition meetings, and Narcan training and distributions.

Programmatic
Programmatic costs are for Culture of Recovery, Recovery Housing Support Staff & Training, Recovery Housing Remodel for Expansion of Service Provision, Mobile Outreach Campaign, and the establishment of the Maxana Roo One Recovery Coalition.

Recovery Housing Remodel for Expansion of Service Provision: The remodel work will be completed by contracted service providers. Bids have been secured from a variety of contractors. Seeds of Eden is requesting $50,000 to assist with the remodel cost of $240,000. $150,000 has been borrowed as a secured load for Seeds of Eden. We are currently awaiting building permits. Contractor selections will be finalized by best price, reputation in community of contactor (quality of past work), efficiency to complete work, and positive relationships with local municipal code enforcement. Quotes attached.

Indirect
Standard 10% indirect cost rate/de minimis requested.

REFERENCES

1 North Dakota, Use of STR/SOR Grant Funds to Address the Opioid Crisis, https://nasadad.org/wp-content/uploads/2019/09/FINAL-ND-Profile.pdf
2 Radnofsky, L., 2016. Millions Eligible for Medicaid Go Without It, The Wall Street Journal, Millions Eligible for Medicaid Go Without It - WSJ
3 Rayasam, R., 2023. Many former prisoners struggle to obtain health care after release. Many former prisoners struggle to obtain health care after release - CBS News
4 Dulitx, M. North Dakota Opioid Response Update, North Dakota Opioid Response Update (ndlc.org)
5 Free Through Recovery, North Dakota Department of Human Services, 2018-1-10-free-through-recovery-progress.pdf (nd.gov)
6 Substance use disorder treatment guide | American Medical Association (ama-assn.org)
7 Free Through Recovery | Health and Human Services North Dakota
8 https://www.hhs.nd.gov/behavioral-health/community-connect
9 https://www.hhs.nd.gov/1915i
10 https://www.mhanation.com/the-door

ATTACHMENTS

Attachment A: Resumes

Attachment B: Price Quotes

Attachment C: Detailed Budget

Brian Cassiday

Certified Peer Support Specialist

Phone Number (701) 415-6233
Email brian@seedsofeden.net
Address Mandan, ND 58554

Highly motivated individual with a passion for creating and implementing effective social services programs. Passionate about developing and leading innovative initiatives to improve lives of underserved populations. Committed to creating positive outcomes through compassionate meaningful services.

EXPERIENCE

Executive Director
Seeds of Eden, Mandan, ND *Nov 2022 - Present*

- Initiated strategic planning activities to facilitate programs.
- Represented the organization at meetings, conferences, and events.
- Established and maintained customer rapport and mutually beneficial business relationships.
- Negotiated and secured partnerships with external organizations to advance the mission of the organization.
- Worked with management team to develop and enhance skill set requirements, gap analysis and training plans.
- Attended and participated in meetings of municipal councils and council committees.

Youth Ministry & Outreach
Living Word Apostolic Church, Mandan, ND *Apr 2021 - Present*

- Established and managed youth ministry leadership team and volunteers.
- Demonstrated ministerial leadership through presence, counsel and support to youth and families.
- Promoted Christian service through age-appropriate service projects.
- Developed and implemented leadership principles and policies to better serve youth and families.
- Taught biblical, moral and values-based curriculum in youth and young adult settings.
- Planned and implemented age-appropriate activities for youth to promote community through fellowship, fun and faith development.
- Trained leaders of church, community, or youth groups.
- Visited people in homes, hospitals, or prisons to provide comfort and support.
- Counseled individuals or groups concerning spiritual, emotional, or personal needs.

Supervisor
Scenic Scapes, Mandan, ND *Jun 2020 - Nov 2022*

- Delegated tasks to team members according to individual strengths.
- Set performance goals for staff members and helped teams meet important deadlines.
- Organized workflow tasks to prevent downtime and production gaps.
- Designed and implemented landscape plans for residential and commercial properties.
- Integrated new plantings into existing landscaping designs.
- Planted trees, bushes, and flowers to beautify grounds.
- Lifted dead leaves and grass from between growing grass and soil with thatcher.

- Mixed and sprayed or spread fertilizers, herbicides, or insecticides onto grass and shrubs.
- Used shears, pruners, or chain saws to prune and trim trees and shrubs.
- Cared for established lawns by mulching, aerating, and weeding.
- Pruned and trimmed trees, shrubs, and hedges in accordance with landscape designs.
- Marked design boundaries and painted natural or artificial turf fields with team logos before events.
- Advised customers on plant selection and care.

Mechanic
Blue Sky Logistics, Mandan, ND *Nov 2021 - Apr 2022*

- Communicated effectively with customers regarding repair estimates and timelines.
- Completed regular maintenance services on vehicles including oil changes, tire rotations, and brake repairs.
- Adjusted and repaired systems to meet manufacturer's performance specifications.
- Utilized knowledge in engine diagnostics to identify and repair faults in vehicles.
- Ordered accurate amounts of parts and supplies to maintain necessary inventory.
- Dismantled devices to access and remove defective parts with hoists and cranes.
- Used wide variety of test procedures and equipment to trace hard-to-locate defects or problems.
- Rebuilt engines, transmissions and other major components to factory specifications.
- Repaired engine management systems and related sensors for flexible fuel vehicles (FFVs).
- Tore down, repair and rebuilt faulty assemblies, such as power systems, steering systems, and linkages.

Ground Foreman
Bill's Tree Service, Lake Michigan, MI *Jan 2004 - Jan 2010*

- Reviewed contracts or work assignments to determine service, machine, or workforce requirements for jobs.
- Conferred with managers or landscape architects to develop plans or schedules for landscaping maintenance or improvement.
- Recommended changes in working conditions and equipment used to increase crew efficiency.
- Investigated work-related complaints to verify problems and to determine responses.
- Maintained vegetation through activities such as mulching, fertilized, watering, mowing, and pruning.
- Established and enforced operating procedures and work standards, promoting adequate performance, and personnel safety.
- Scheduled work for crews, depended on work priorities, crew, and equipment availability and weather conditions.

EDUCATION

Farwell Area Schools, Farwell, MI *May 2005*

SKILLS

- Social Work
- Team Leadership
- Articulate Communication
- Mission and Vision
- Public Speaking
- Client Service
- Outreach Programs

CERTIFICATIONS

- GED
- CPR
- Peer Support Training & Certificate (North Dakota)

REFERENCES

Charles Sefcik
Pastor & Doctor, Living Word Apostolic Church - Pastor

Phone Number (701) 426-2405
Email docsefcik@gmail.com

Cody Wilhelm
CEO, Blue Sky Logistics & Scenic Scapes - Mentor & Boss

Email scenicscapesnd@gmail.com

ISAIAH KELLER

ADMINISTRATOR

PROFESSIONAL SUMMARY

Hardworking, highly motivated professional eager to lend combined knowledge and skills to enhance business performance. Operates well in both individual and team capacities, leveraging seasoned work ethic to quickly adapt to different processes and drive company objectives. Resourceful and results-driven with a passion for growth and efficiency to meet company needs and increase service value.

EXPERIENCE

Director
March 2023 - Present | Seeds of Eden, Minot, ND

- Directed all aspects of project management including planning, budgeting, staffing, scheduling, monitoring, and reporting.
- Formulated long-term objectives while managing day-to-day operations.
- Developed and implemented strategic plans to ensure organizational goals were met.
- Consulted with writers, producers, and actors about script changes and '' workshop '' scripts, through rehearsal with writers and actors to create final drafts.
- Supervised and coordinated work of camera, lighting, design, and sound crew members.

Director
March 2023 - Present | Peer Support Association of North Dakota (PSAND), Minot, ND

- Performed management activities, such as budgeting, scheduling, planning and marketing.
- Conducted meetings with staff to discuss production progress and to attain production objectives.
- Wrote and submitted proposals to bid on contracts for projects.

Care Coordinator/Administrator
July 2019 - Present | All of Us in Recovery, Minot, ND

CONTACT

(701) 720-2627

ib0610@icloud.com

Minot, ND 58701

SKILLS

- Extensive Experience in oil & gas testing, accounts receivable, payroll, service industry reliance
- Skilled in word processing/email/computer logistics
- Experience in sales
- Communication skills
- Knowledgeable with Microsoft Excel, Word, spreadsheets, etc.
- Experience in global travel and travel endeavors
- Supervisor skills
- Financial Management
- People Management
- New Project Development
- Business Planning and Strategy
- Staff Support
- Growth Plans

- Identified potential barriers that could impede successful outcomes for clients and developed strategies to mitigate them.
- Organized and managed caseloads to ensure timely completion of goals and objectives.
- Engaged in advocacy efforts on behalf of clients whenever necessary.
- Maintained accurate records of all activities related to care coordination services provided.
- Conducted outreach activities to identify individuals in need of care coordination services.
- Performed risk management functions by identifying potential safety hazards or risks that may impact client outcomes.

Supervisor
September 2014 - August 2015 | Syndicate Energy Services, Watford City, ND

- Delegated tasks to team members according to individual strengths.
- Supervised and coordinated activities of staff to ensure compliance with established policies, procedures, and standards.
- Trained new employees on company policies, procedures and work ethics.
- Ensured that safety protocols were followed at all times by all staff members.
- Resolved conflicts between team members and departments.
- Assessed staff performance on a regular basis, providing feedback and coaching as necessary to improve results.

Supervisor
April 2011 - September 2014 | First Choice Energy Services, Minot, ND

- Trained new employees on company policies, procedures and work ethics.
- Supervised and coordinated activities of staff to ensure compliance with established policies, procedures, and standards.
- Delegated tasks to team members according to individual strengths.
- Taught company procedures to new employees and increased progress by identifying areas of weakness.
- Conducted employee evaluations and documented overall progress.

Assistant
January 2010 - January 2011 | Enseco Energy, US

- Developed strong relationships with customers through exceptional customer service.
- Maintained organized filing system both electronically and manually for easy access when needed.
- Provided administrative support to team members and management in daily tasks.

Assistant
January 2010 - January 2011 | Pure Energy Services, Minot, ND

- Managed day-to-day operations, ensuring high levels of customer service and satisfaction.
- Resolved customer complaints in a timely manner with an emphasis on maintaining positive relationships.
- Acknowledged outstanding staff performance to boost company morale and productivity.
- Created an environment of open communication between departments that improved collaboration among teams.
- Directed and coordinated activities of businesses or departments concerned with production, pricing, sales, or distribution of products.

Delivery Coordinator
January 2007 - January 2009 | Minot Menards, US

- Trained in service sector with experience on sales floor at Menards
- Provided superior customer service by responding promptly to inquiries regarding delivery schedules or changes in orders.
- Continuously monitored stock movements between warehouses and stores in order to maintain optimal inventory levels.
- Assessed customer needs and determined the most cost-effective way for delivering goods according to their requirements.
- Ensured compliance with company policies, procedures, safety regulations and applicable laws when coordinating deliveries.
- Planned routes based on customer locations, traffic patterns and available resources while taking into account time constraints.

EDUCATION

Bachelor of Science (B.S.) in Christian Ministry
January 2017
Apostolic School of Theology, Elk Grove

High School diploma in US
January 2007
Velva Public School, Minot State University, Velva, Minot, ND

CERTIFICATIONS

- Peer Support Specialist
- First Aid
- OSHA 10
- CPR

REFERENCES

References available upon request

VOLUNTEER EXPERIENCE

Director
October 2023 - Present | Lakota Native American Outreach, Pine Ridge, SD

- Established communication protocols for sharing information about upcoming events or changes in policy.
- Implemented best practices for data security while managing confidential documents related to the organization.
- Identified areas of improvement within existing programs and developed plans for implementing necessary changes or additions.
- Collaborated closely with church leadership on strategic initiatives designed to increase engagement levels within the ministry.

JAMES PEARSON

PASTOR

EXPERIENCE

Pastor
January 2022 - Present | Apostolic Faith Church, Whiteshield, ND

- Collaborated with other ministry members to establish goals and brainstorm ways to encourage program participation.
- Visited people in homes, hospitals or nursing homes to provide spiritual comfort and support.
- Built relationships within congregation and visitors through fellowship.
- Conducted counseling for spiritual, emotional or personal needs of congregation.
- Oversaw planning of outreach activities in surrounding neighborhoods.
- Prepared and delivered sermons or other talks for religious services.
- Officiated and provided services at weddings, funerals and nursing home events.
- Devised ways in which congregational membership can be expanded.
- Instructed people who sought conversion to particular faith.
- Prayed and promoted spirituality.
- Responded to requests for assistance during emergencies and crises.
- Counseled individuals or groups concerning spiritual, emotional, or personal needs.

Farming Assistant
April 2011 - March 2023 | Sletten Farms, Douglas, ND

- Inspected damaged farm equipment and determined necessary repairs.
- Worked with fertilizers, pesticides and herbicides safely and in accordance with regulations.
- Implemented safety guidelines to prevent accidents and minimize hazards.
- Drove trucks, tractors, and other equipment to distribute feed to animals.

CONTACT

(701) 500-6368

Pearsons1999@outlook.com

Douglas, ND 58735

CAREER OBJECTIVE

Dedicated and passionate, with experience in leading worship services, developing and delivering sermons and managing staff and volunteers. Adept at fostering meaningful relationships with community members, especially those who are struggling with mental health disorders or substance abuse. By creating a positive atmosphere, I seek to provide quality care coordination and peer support services to those in need. Skilled in teaching, mentoring and counseling.

- Maintained growth, feeding, production and cost records.
- Inspected, maintained and repaired equipment, machinery, buildings, pens, yards, and fences.
- Performed crop inspections to determine appropriate pest control and evaluate growth.

Outreach Coordinator
January 2017 - June 2022 | Apostolic Faith Church, Minot, ND

- Strengthened and maintained existing partnerships to drive ongoing delivery of messaging and training.
- Established and maintained relationships with other community agencies and organizations to meet community needs
- Trained leaders of church, community, or youth groups.
- Counseled individuals or groups concerning spiritual, emotional, or personal needs.
- Officiated church weddings, confirmations and funerals.
- Responded to Sunday-school-related issues to offer and provide guidance.
- Implemented and volunteered for ministry-related events, programs and community affairs.
- Counseled church members during crisis situations and provided helpful spiritual materials.
- Encouraged and supported spiritual growth, outreach, prayer and faith development.

Housing Maintenance
January 2005 - January 2011 | Air Force Base, Minot, ND

- Conducted preventative maintenance of building, equipment and building systems to prevent malfunctions.
- Cleaned damaged building interiors using commercial cleaning equipment.
- Communicated with building managers about major repairs or additions necessary to improve building efficiency.
- Improved building operations by responding quickly to maintenance requests.
- Conducted and arranged for worker training in safety, repair, and maintenance techniques, operational procedures, and equipment use.
- Applied coats of paint and varnish using brushes, spray guns, and roller.
- Mixed and matched colors for desired results.
- Inspected surfaces for imperfections and repaired accordingly.
- Disassembled, cleaned and reassembled sprayers and power equipment.

EDUCATION

High School Diploma
May 1997
Pearson Home School, Minot, ND

SKILLS

- Youth Ministry
- Leadership Development
- Crisis Management
- Spiritual Guidance
- Public Speaking
- Biblical Stewardship
- Professional Relationships
- Compassionate Care
- Community Service
- Outreach Initiatives
- Community Outreach Programs
- Judgment and Decision-Making
- Church Planting
- Counsel Individuals
- Preaching

REFERENCES

Gary Ritchie — Air Force Base
Project Manager Supervisor
(701) 721-1485
info@info.com

Isaiah Keller — All Of Us In Recovery
Outreach Coordinator Friend/Co-Minister
(701) 720-2627
isaiah@allofusinrecovery.com

MISTY PEARSON

PASTOR'S ASSISTANT/WIFE

Contact

7017213918

misty@allofusinrecovery.com

Douglas, ND 58735

Career Objective

Mission-driven with more than 10 years of experience in all elements of organizational leadership and success in creating inspirational environment. Successful in overseeing community services, women's ministries, student ministry, children's ministry and worship ministry. Highly welcoming and accomplished in developing and shepherding new and existing church members.
Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals.

Experience

PASTORS WIFE/ASSISTANT **Jan 2022 - Present**
APOSTOLIC FAITH CHURCH

- Led programs such as worship, study, fellowship, and service opportunities.
- Supervised staff, youth, pastoral care, and older adult ministry programs.
- Provided spiritual care through visitation, counseling, and prayer.
- Volunteered at church-sponsored outreach events.
- Helped with special services such as, funerals, wakes and home services.
- Interacted with local community, building relationships with organizations and other churches.
- Helped to create welcoming environment for visitors and encouraged congregation to offer support.
- Maintained scheduling and event calendars.
- Greeted visitors and callers and handled inquiries and directed them to appropriate persons according to needs.
- Built trust within community, sharing personal testimony and listening to others.
- Collaborated closely with ministry team to appropriately coordinate client care services.

MAINTENANCE TECHNICIAN **Jan 2019 - Present**
CBS MAINTENANCE

- Quickly responded to service needs
- Continuously adhered to strict regulations as well as detailed instructions, guidelines and specifications.
- Safely and effectively handled wide range of cleaning products and solutions.
- Executed tasks within time frame
- Tended to equipment malfunction or failure with minimal downtime to production.

- Organized work areas and equipment aligned with sanitation and cleanliness standards.

YOUNG SINGLES MINISTRY ASSISTANT **Jan 2016 - Present**
APOSTOLIC FAITH CHURCH — Minot, ND

- Devised ways in which church membership can be expanded.
- Trained leaders of church, community, or youth groups.
- Prayed and promoted spirituality.
- Recruited project and event volunteers by promoting worthy organizational causes.
- Provided guidance to staff and volunteers for supporting devotional efforts.
- Collaborated with other team members to deliver memorable and fun programs and activities.
- Assisted with decorating and preparing facility for special events and seasonal parties.
- Encouraged participants to develop own activities and leadership skills through group discussions.

FARM ASSISTANT (FAMILY OPERATED) **Aug 2013 - Oct 2022**
SLETTEN FARMS

- Operated farming equipment to move goods safely from fields to collection points.
- Operated farm equipment such as tractors and trucks with extreme care and precision.
- Transported and loaded harvested items into delivery trucks.
- Communicated with coworkers and management to report challenges.
- Operated tractors and self-propelled machinery to plow and fertilize soil.
- Assisted with maintenance and installation of equipment.
- Harvested crops and prepared for sale or shipping.
- Inspected damaged farm equipment and determined necessary repairs.

YOUTH MINISTRY ASSISTANT **Jan 2001 - Jan 2014**
APOSTOLIC FAITH CHURCH — Minot, ND

- Organized and developed agendas for youth trips and retreats.
- Planned and implemented age-appropriate activities for youth to promote community through fellowship, fun and faith development.
- Taught biblical, moral and values-based curriculum in youth and young adult settings.
- Developed and implemented leadership principles and policies to better serve youth and families.
- Promoted Christian service through age-appropriate service projects.
- Coordinated fundraising activities to support special youth activities and trips.
- Demonstrated ministerial leadership through presence, counsel and support to youth and families.
- Responded to requests for assistance during emergencies and crises.
- Visited people in homes, hospitals, or prisons to provide comfort and support.

Education

HIGH SCHOOL DIPLOMA

- **Awards & Honors**
  - Honor Roll

Languages

- **Sign Language**
  Conversational
  ASL Sign Language

Skills

- Strategic Planning
- Community Support
- Time Management
- Outreach Initiatives
- Compassionate Care
- Judgment and Decision-Making
- Church Planting
- Leadership Development
- Biblical Stewardship
- Social Perceptiveness
- Youth Ministry
- Music Theory
- Writing
- Educational Programs

Certifications

- ASL Sign Language

References

References available upon request

Michael Selburg

Dunseith, ND 58329
mselburg@hotmail.com
+1 701 389 7598
Business management and IT trained.
Authorized to work in the US for any employer
Willing to relocate anywhere

Work and Board Experience

Information Technology Instructor/ Business Instructor

TURTLE MOUNTAIN COMMUNITY COLLEGE - Belcourt, ND
August 2021 to Present
Teaching Information Technology and Business to students seeking higher education.
Developing and teaching curriculum.
Experience with LMS Canvas and Google Classroom.
Advisor for American Indigenous Business Leaders TMCC Chapter.
Academic Standards committee member.

Advisory Board President

Byron Dorgan Youth Wellness Center - Belcourt, ND
January 2020 to Present
Boys and Girls Club of the Turtle Mountains – Belcourt, ND
January 2020 to December 2021

IT Director/IT Instructor

Dunseith Public Schools - Dunseith, ND
April 2018 to Present
In charge of all IT related projects for a school system of 585. Duties include, but not limited too, IOS device management, chrome book management, Windows domain. Security cameras and key cards. 2 print servers, 3 set of thin clients, within 2 servers. Active Directory, DHCP, DNS server. Trained in Power School, Power Teacher, and webmaster for school website.
Certified IT and Computer instructor with CTE Teaching License.

Sales Partner

BeMobile - Bottineau, ND
November 2015 to Present
Help customers sign up for new service, upgrade their phone, and set up smart phones, tablets and connected devices.

Paraprofessional

Dunseith Indian Day School - Dunseith, ND
May 2016 to April 2018
Responsibilities
Assist teachers in teaching youth ages 5-14.
Graded papers
Tutored students
Helped with technology

Taught small groups

Training and QA Manager

SEI LLC - Fargo, ND

January 2012 to May 2015

Fargo, ND

Responsible for building training material for all clients and supervisor the training and cross training of all employees.
Responsible for training updates in the ever-evolving world of Technical Support and Customer Service
Oversee all Quality Assurance in the company for all clients. 5+ clients and 300+ employees.
Responsible for Training and Quality Assurance Budget for 300+ employees: Budget included Computers and hardware. Software Programs. Travel and workshop training budgets.
Hired and monitored Training and Quality Assurance staff including schedules and weekly calibration calls.
Clients included Pacific Gas and Electric and Ford Motor Credit.
Improved and maintained quality scores over 97% for each client.
Proficient with Microsoft Office Suite.
Built and oversaw customer satisfaction surveys for 3 of our clients.
Responsible for training for work at home new hires along with training for all new work at home clients.
Built work at home training through webinar and video training that gets new employees up and running within 5 business days.

Whitefence Trainer/Escalations Manager

Midwest Teleservices International - Bottineau, ND

April 2005 to January 2012

Training employees on job duties to work directly with customers while inputting their orders while on the phone with them. In charge of companywide training of employees for updated and new information from our client in a supervisor role as well. Travel as needed to many different locations train new employees. In charge of
daily reports and monitoring of new and veteran employees as well as in charge of Order Entry for the client as well. Working daily with Microsoft Office, specifically Excel, Outlook and Word. Working daily with employees on improving their process to better help customers. Developed training itinerary and new quality assurance forms to monitor our agents in sales and customer service calls.

Escalations team supervisor. Handled Escalations calls as the last line of escalations. Trained customer service reps on how to handle escalations calls compared to sales and customer service calls.

Was responsible for training and supervising Chat based customer service and technical support. Managed 10 reps within a time frame of 7am-9pm daily.

Sales and Marketing

Microlap Technologies - Rolla, ND

August 2009 to December 2009

Worked with accounting programs entering new sales and updated new requests. Worked with sales manager to provide quotes for products for our customers. Updated website with new products and any new news about the company. Worked closely with production manager while providing quotes for customers. Marketed using the internet and magazines to get business name out. Worked exclusively with Microsoft Excel and Word daily. Worked with sales reports and had extensive work with formulas that dealt with the day to day running of a company.

Training Coordinator /Operations Advisor

Verety - Rugby, ND

January 2006 to August 2009

Have had various job experiences with this company. Started out on the Customer Service Desk, was one of 5 main contacts with the companies we service. Received new
information weekly and also handled both negative and positive remarks about our employees.

After 6 months, moved on to a supervisor role. Job duties included monitoring employees' work and attendance as well as giving job interviews and hiring of interested applicants.

After another 6 months moved into Training role. Drove around the state training newly hired agents on how to use our system. Worked anywhere from 8–15-hour days to complete some of these job duties. Flew to Roswell, New Mexico to help on board a store front we started there. More recently flew to Chicago, Ill. to train a new batch of employees. Now the company is doing training exclusively online via webinar. Have conducted multiple webinar trainings.

Now working on the Operations Desk as well as Training when needed. Duties on the Operations Desk are as follows: Main contact for work @ home employees for scheduling purposes. Job includes making sure employees show up for work and if they leave work for any reason. Includes a lot of Data Entry and has made me efficient using Microsoft Excel.

Education

Doctorate in Business Administration

University of Mary – Bismarck ND

September 2022 to Present

Scheduled to graduate in December 2024

Master's in Business Administration

Grand Canyon University – Phoenix, AZ

January 2020 to May 2021

Bachelor's in Business Management

Grand Canyon University - Phoenix, AZ

May 2017 to May 2019

AAS in Computer Support Specialist

Turtle Mountain Community College - Belcourt, ND

May 2015 to May 2017

9 month Certificate in Computer Support Specialist

Turtle Mountain Community College - Belcourt, ND
2015 to 2016

AAS in Business Management and Entrepreneurship
Turtle Mountain Community College - Belcourt, ND
2010

Certifications and Licenses

ND Educator License
License Number: 000429895
Issued Jan 2023 – Expires Dec 2027

ND CTE Post-Secondary CTE License
Lifetime License
Issued March 2022 – No Expiration Date

CompTIA A+ ce Certification
Comptia
Issued Oct 2022 – Expires Oct 2025

TestOut Server Pro 2016: Install and Storage
TestOut
Issued Dec 2021 – No Expiration Date

TestOut Server Pro 2016: Manage and Administer
TestOut
Issued May 2016 – No Expiration Date

TestOut Server Pro 2016: Instal and Configuration
TestOut
Issued Dec 2015 – No Expiration Date

TestOut PC Pro
TestOut
Issued July 2015 – No Expiration Date

References

Dr. Michelle Thomas-Langan	(701)477-6471, ext. 3324
Chris Antonelli	(815)529-3893
Todd Belgarde	(701)263-7674



RYAN HAMRICK

Washburn, ND | 7015311819 | ryan.h@seedsofeden.net | hamrickryan418@gmail.com

Mechanical contractor HVAC/R 18 years of experience. Peer Support Specialist at Seeds of Eden.

EXPERIENCE

JUNE 2012
AUG 2019

A+ SERVICES LLC

Opened a heating and cooling division. Operated and managed everyday business. Installing HVAC systems in new construction homes. Handled sales, service, and installation. Billing, account management, and up to 10 employees.

AUG 2019

HAMTECH HEATING AND AIR LLC

Opened my own business and downsized from the scale and amount of work I was performing in years past. Sales Service, and installation of residential HVAC equipment.

EDUCATION

MAY 2003

MINOT HIGH SCHOOL

Graduated Highschool

AUG 2004

BISMARCK STATE COLLEGE

Earned HVAC/R certificate and Universal refrigerant certification

SKILLS

- Mechanically inclined
- Excellent communication skills, both verbal and written
- Attention to detail
- Good at teaching people my trade

ACTIVITIES

Peer Support Specialist training and certification
Active in the recovery community
Avid fisherman
Enjoy the outdoors

BECK HEATING & AIR, LLC
125 6th St Se
MINOT, ND 58701 US
701-721-8676
bryce_beck@hotmail.com
http://facebook.com/beckheatingandair/

Estimate

ADDRESS
Mr. Dennis Whitmer 2213 33rd St NW Minot, ND 58703

SHIP TO
Mr. Dennis Whitmer Dennis Whitmer 2213 33rd St NW Minot, ND 58703

ESTIMATE #	DATE	EXPIRATION DATE
86	05/19/2023	06/19/2023

SALES REP
Bryce Beck

DESCRIPTION	QTY	RATE	AMOUNT
Luxaire 120,000btu 96% efficient gas furnace installed	1	4,250.00	4,250.00
Luxaire 5 ton central air components installed (a-coil, line set, condenser) - Updated 10/05/22	1	5,300.00	5,300.00
Install new seam sealed supply & return air duct including pipe & panning.	1	7,950.00	7,950.00
Install Line Set Covers and drain hose (does not include new line sets)	1	1,256.69	1,256.69
Permits and Misc. Supplies	1	703.38	703.38

Install furnace and central air system in unfinished area with duct. Install line set covers for mini split system.

TOTAL **$19,460.07**

Accepted By

Accepted Date

ACT1V8 Electric, LLC
8800 County RD 19 South
Minot, ND 58701 US
+1 7015096377
aaron@act1v8electric.com

Estimate

ADDRESS
Isaiah Keller
Seeds of Eden
306 2nd Street Northwest
Mandan, ND 58554

ESTIMATE # 1016
DATE 05/31/2023
EXPIRATION DATE 07/31/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Installation	One Electrician and Helper	120	150.00	18,000.00
	Materials	Wire and Lighting Fixture's, Switches and Outlets.	1	12,000.00	12,000.00

It is believed that this will cover the needed labor and materials for the new portion of the house.

TOTAL **$30,000.00**

Accepted By

Accepted Date

Attachment C: Detailed Budget

PROJECT EXPENSES				
Project Time Period: FEB 2024 - JUNE 2025; 17 Months				
DIRECT COSTS				
Direct costs: Salaries and wages				
Title and/or Type of Personnel	**Number of Personnel**	**Annual or Avg Salary Range**	**% of time devoted to the project through June 2025**	**$ Amount**
Care Coordinator (WEST), New Position, New Hire (Culture of Recovery)	1	$50,000	50%	$37,500
Peer Support Specialist (WEST), Misty Pearson (Culture of Recovery)	1	$30,000	60%	$27,000
Care Coordinator (EAST), Mike Selberg (Culture of Recovery)	1	$50,000	50%	$37,500
Peer Support Specialist (EAST), Terri Kills Crow (Culture of Recovery)	1	$30,000	60%	$27,000
Behavioral Health Support (BHS) Supervisor, Brian Cassiday (Culture of Recovery)	1	$80,000	25%	$30,000
Behavioral Health Support (Minot), Jim Pearson Sr. (Recovery Housing Support Staff)	1	$40,000	35%	$21,000
Behavioral Health Support (Washburn), Ryan Hamrick (Recovery Housing Support Staff)	1	$40,000	35%	$21,000
Behavioral Health Support (Devils Lake), New Position, New Hire (Recovery Housing Support Staff)	1	$40,000	35%	$21,000
Community Health Navigator, Isaiah Keller (Mobile Community Outreach Campaign)(Stipened)	1	$2,000	100%	$2,000
Community Health Navigator, Isaiah Keller (Maxana Roo One Voice Recovery Coalition) (Stipened)	1	$7,500	100%	$7,500
			Total Salaries and Wages	$231,500
Fringe (Taxes) ($ Amount)	$46,300	Rate 20%		
Total Salaries and **Fringe Benefits**	$277,800			

Direct Costs: Travel			
Number of travelers	**From (location)**	**To (location)**	**$ Amount**
Culture of Recovery staff local and regional travel (milage reimbursement at federal rate 0.655 x 5 staff x 2000 over 17 month grant period)	Seeds of Eden Facilities	Tribal and County Jails; local and regional partner meetings	$6,550
Recovery Housing Support Staff local and reginoal travel (milage reimbursement at federal rate 0.655 x 1 staff x 1000 over 17 month grant period)	Seeds of Eden Facilities	Tribal and County Jails; local and regional partner meetings	$655
Mobile Community Outreach Campaign, Narcan Training & Distribution and Fentanyl testing local and regional travel (milage reimbursement at federal rate 0.655 x 1 staff x 500 over 17 month grant period)	Seeds of Eden Facilities	Partner and community locations for Narcan training and distribution and Fentanyl testing	$328
		Total Travel Expenses	$7,533

Direct Costs: Programmatic	
Description	**$ Amount**
Supplies: work cell phone or reimburseemtn, software for online documentation and note taking system, (Culture of Recovery)	$3,000
Supplies: Wood for new work bench (Recovery Housing Support Staff & Infrastrucre)	$2,000
Tools: Plainers, routers, saws, spray gun (Recovery Housing Support Staff & Infrastructure)	$4,000
OSHA Training Modules and Certificants (Recovery Housing Support Staff & Infrastructure)	$2,000
Carpentry Training: books and other training materials, instructor laptop (1) (Recovery Housing Support Staff & Infrastructure)	$3,000
Recovery Housing Remodel for Expansion of Service Provision (price quote attached) to add 7 new beds to transition facility	$50,000
Food for distribution at Food Pantry (Mobile Community Outreach Campaign) via contract with Great Plaines Food Bank	$1,500
Fentanyl tests (Mobile Community Outreach Campaign) $4 each x 100	$400
Supplies for partner meetings: food, drinks, paper products (Mobile Community Outreach Campaign)	$1,000
Filing articles of organization, admin fees, IRS 501c3 submission documents and fees, reoccuring meeting supplies, recovery event supplies and building resources (Maxana Roo One Voice Recovery Coalition)	$2,000
Total Other Expenses	$68,900
Total Direct Costs	$354,233

INDIRECT COSTS		
Federal Agency (if a negotiated rate is in place, name the agency, otherwise, if indirect is sought, list de minimis)	de minimis	
Rate Agency (.0000)	0.1000	
Base	$354,233	
Total Indirect Costs	$35,423	Standard 10% indirect cost/de minimis rate requested
Total Project Costs/Expenses (Total Direct Costs + Total Indirect Costs)	$389,656	*Note: This amount must equal the Total Project Income below.*

Activities	Fringe	Subtotal	InDirect	Total
Culture of Recovery	$31,800	$200,350	$20,035	$220,385
Recovery House Support Staff & Supplies	$12,600	$87,255	$8,726	$95,981
Rocovery Housing Remodel		$50,000	$5,000	$55,000
Mobile Community Outreach	$400	$5,628	$563	$6,190
Maxana Roo One Voice Recovery Coalition	$1,500	$11,000	$1,100	$12,100
TOTAL	$46,300	$354,233	$35,423	$389,656

NORTH Dakota | Health & Human Services
Be Legendary.



Licensed Addiction Treatment Programs in North Dakota

January 2026

https://www.hhs.nd.gov/behavioral-health

North Dakota Department of Health & Human Services

Behavioral Health Division

600 E Boulevard Ave. Dept 325
Bismarck, ND 58505
(701) 328-8920/1-800-755-2719
Fax: (701) 328-8979
Email: dhsbhd@nd.gov
hhs.nd.gov/behavioral-health

This publication is updated periodically. For the latest version, visit hhs.nd.gov/behavioral-health/substance-abuse- treatment-programs

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A Note About This Directory

This directory provides a listing of all licensed addiction treatment programs in North Dakota. The programs are listed first by region, then by city. This directory is updated periodically. Visit https://www.hhs.nd.gov/behavioral-health/substance-abuse-treatment-programs for the most current version.

Licensing Information

The Department of Human Services' Behavioral Health Division (BHD) is a policy division responsible for:

- Reviewing and identifying service needs and activities in the state's behavioral health system in an effort to ensure:
    - Health and safety
    - Access to services, and
    - Quality services
- Establishing quality assurance standards for the licensure of substance use disorder program services and facilities; and
- Providing policy leadership in partnership with public and private entities.

Addiction treatment providers are granted licenses to operate various programs following the levels of treatment defined by the American Society of Addiction Medicine (ASAM). The licensed levels of care in North Dakota are:

- Adult Low Intensity Residential Care
- Adolescent Low Intensity Residential Care
- Adult High Intensity Residential Care
- Adolescent Medium Intensity Residential Care
- Adult Intensive Inpatient Treatment
- Adolescent High Intensity Inpatient Treatment
- Adult Partial Hospitalization/Day Treatment
- Adolescent Partial Hospitalization/Day Treatment
- Adult Intensive Outpatient Treatment
- Adolescent Intensive Outpatient Treatment
- Adult Outpatient Services
- Adolescent Outpatient Services
- Withdrawal Management (Social Detoxification)
- DUI Seminar Program
- Opioid Treatment Programs (OTPs)

Licensed programs are reviewed every other year. Some providers are "deemed status" meaning they are certified through another accrediting body and will be issued a new license valid up to two years based on our North Dakota Administrative Code (NDAC), Article 75-09.1.

The Division also certifies those instructors who teach the DUI Seminar. All potential instructors must complete the Division-approved curriculum offered through the Prevention Research Institute (PRI) and obtain certification. Instructors must then make application with the Division to be certified as an instructor in North Dakota. To remain certified, instructors must teach the DUI Seminar at least twice per certification cycle and attend DUI Seminar Instructor Recertification Training coordinated by the Division once every two years. A listing of licensed DUI Seminar programs in North Dakota is also listed on our web site, as well as a listing of those addiction treatment programs that perform DUI evaluations.

Definitions

N.D.A.C.: North Dakota Administrative Code. The Department of Human Services operates under Title 75 of the N.D.A.C., Article 75-09.1 (Substance Abuse Treatment Programs), Chapter 75-09.1-01 (General Standards for Substance Abuse Treatment Programs).

ASAM: American Society of Addiction Medicine. North Dakota follows the ASAM Criteria guidelines regarding levels of care to be used in treating alcohol or drug abuse.

Outpatient Services - Adult ASAM Level 1: An organized nonresidential service or an office practice that provides professionally directed aftercare, individual, and other addiction services to clients according to a predetermined regular schedule of fewer than nine contact hours a week.

Outpatient Services - Adolescent ASAM Level 1: An organized nonresidential service or an office practice that provides professionally directed aftercare, individual, and other

addiction services to clients according to a predetermined regular schedule of fewer than five contact hours a week.

Intensive Outpatient Treatment - Adult ASAM Level 2.1: Treatment provided to clients requiring a primary, organized treatment program and who can establish abstinence and recovery within the context of the client's usual environment and daily activities. Normally offered in the evening hours to facilitate a client's ability to maintain the usual daily activity but may be offered during the day.

Intensive Outpatient Treatment - Adolescent ASAM Level 2.1: Treatment provided to clients requiring a primary, organized treatment program and who can establish abstinence and recovery within the context of the client's usual environment and daily activities. Normally offered in the evening hours to facilitate a client's ability to maintain the usual daily activity but may be offered during the day.

Partial Hospitalization/Day Treatment - Adult ASAM Level 2.5: A substance abuse treatment program that uses multidisciplinary staff and is provided for clients who require a more intensive treatment experience than intensive outpatient treatment but who do not require residential treatment except for ASAM Level 3.1.

Partial Hospitalization/Day Treatment - Adolescent ASAM Level 2.5: A substance abuse treatment program that uses multidisciplinary staff and is provided for clients who require a more intensive treatment experience than intensive outpatient treatment but who do not require residential treatment except for ASAM Level 3.1.

Low-Intensity Residential Care - Adult ASAM Level 3.1: A substance abuse treatment program that provides an ongoing therapeutic environment for clients requiring some structured support in which treatment is directed toward applying recovery skills; preventing relapse; improving emotional functioning; promoting personal responsibility; reintegrating the individual into the worlds of work, education, and family life; and building adaptive skills that may not have been achieved or have been diminished during the client's active addiction.

Low-Intensity Residential Care - Adolescent ASAM Level 3.1: A substance abuse treatment program that provides an ongoing therapeutic environment for clients requiring some structured support in which treatment is directed toward applying recovery skills; preventing relapse; improving emotional functioning; promoting personal responsibility; reintegrating the individual into the worlds of work, education, and family life; and building adaptive skills that may not have been achieved or have been diminished during the client's active addiction.

Social Detoxification (Withdrawal Management) ASAM Level 3.2-D:
"Detoxification" means the process of interrupting the momentum of compulsive use in an individual diagnosed with substance dependence and the condition of recovery from the effects of alcohol or another drug, the

treatment required to manage withdrawal symptoms from alcohol or another drug, and the promotion of recovery from its effects. "Social detoxification" means detoxification in an organized residential, nonmedical setting delivered by appropriately trained staff who provide safe, 24-hour monitoring, observation, and support in a supervised environment for a client to achieve initial recovery from the effects of alcohol or another drug.

High-Intensity Residential Care - Adult ASAM Level 3.5: Clinically managed high-intensity residential services means a therapeutic community or residential treatment center that offers continuous observation, monitoring, and treatment by allied professional staff designed to treat clients who are not sufficiently stable to benefit from outpatient treatment no matter how intensive and who have significant psychological and social problems.

Medium-Intensity Residential Care - Adolescent ASAM Level 3.5: Clinically managed medium-intensity residential care means a substance abuse treatment program that offers continuous observation, monitoring, and treatment by allied professional staff of individuals with significant psychological and social problems who are not sufficiently stable to benefit from outpatient treatment no matter how intensive.

Intensive Inpatient Treatment - Adult ASAM Level 3.7: Medically monitored intensive inpatient treatment means a substance abuse treatment program that provides a planned regimen of 24-hour professionally directed evaluation, observation, medical monitoring, and addiction treatment in an inpatient setting.

High-Intensity Inpatient Treatment - Adolescent ASAM Level 3.7: Medically monitored intensive inpatient treatment means a substance abuse treatment program that provides a planned regimen of 24-hour professionally directed evaluation, observation, medical monitoring, and addiction treatment in an inpatient setting.

DUI Seminar Program ASAM Level 0.5: Alcohol or drug risk reduction education program for individuals convicted of driving under the influence or actual physical control.

Opioid Treatment Programs (OTPs) are an effective treatment option for individuals with an addiction to opioid pain medications and/or heroin. Treatment includes on-going assessments by a medical professional, medication monitoring, and addiction counseling by a licensed addiction counselor. OTPs are regulated by both the Federal and State Government.

Treatment Directories

Behavioral Health Treatment Services Locator: findtreatment.samhsa.gov/

Buprenorphine Physician & Treatment Program Locator: www.samhsa.gov/medication-assisted-treatment/physician-program-data/treatment-physician-locator

Early Serious Mental Illness Treatment Locator: www.samhsa.gov/esmi-treatment-locator

National Help Lines

Suicide Prevention Lifeline
988
1-800-273-TALK (8255)
TTY: 1-800-799-4889
Website: www.suicidepreventionlifeline.org (link is external)
24-hour, toll-free, confidential suicide prevention hotline available to anyone in suicidal crisis or emotional distress. Your call is routed to the nearest crisis center in the national network of more than 150 crisis centers.

SAMHSA's National Helpline
1-800-662-HELP (4357)
TTY: 1-800-487-4889
Website: www.samhsa.gov/find-help/national-helpline
Also known as, the Treatment Referral Routing Service, this Helpline provides 24-hour free and confidential treatment referral and information about mental and/or substance use disorders, prevention, and recovery in English and Spanish.

Disaster Distress Helpline
1-800-985-5990
Website: www.samhsa.gov/find-help/disaster-distress-helpline
Stress, anxiety, and other depression-like symptoms are common reactions after any natural or human-caused disaster. Call this toll-free number to be connected to the nearest crisis center for information, support, and counseling.

Veteran's Crisis Line
1-800-273-TALK (8255)
TTY: 1-800-799-4889
Website: www.veteranscrisisline.net (link is external)
Connects veterans in crisis (and their families and friends) with qualified, caring Department of Veterans Affairs responders through a confidential, toll-free hotline, online chat, or text.

Drug-Free Workplace
1-800-WORKPLACE (967-5752)
Website: www.samhsa.gov/workplace/resources/drug-free-helpline
Assists employers and union representatives with policy development, drug testing, employee assistance, employee education, supervisor training, and program implementation.

FirstLink 211
211
Confidential Service available to anyone for listening and support, referrals to resources/help and crisis intervention

Recovery Talk
1-844-44TALK2 (1-844-448-2552
Talk with a trained peer support specialist in North Dakota with lived experience in addiction to chat and receive support.

Virtual Recovery Programs

Alcoholics Anonymous: Offers online support http://aa-intergroup.org/

Cocaine Anonymous: Offers online support and services https://www.ca-online.org/

LifeRing: LifeRing Secular Recovery offers online support https://www.lifering.org/online-meetings

In The Rooms - Online Recovery Meetings: Provides online support through live meetings and discussion groups https://www.intherooms.com/home/

Marijuana Anonymous: Offers virtual support https://ma-online.org/

Narcotics Anonymous: Offers a variety of online and skype meeting options https://www.na.org/meetingsearch/

Reddit Recovery: Offers a virtual hang out and support during recovery https://www.reddit.com/r/REDDITORSI NRECOVERY/

Refuge Recovery: Provides online and virtual support http://bit.ly/refugerecovery1

Self-Management and Recovery Training (SMART) Recovery: Offers global community of mutual-support groups, forums including a chat room and message board www.smartrecovery.org

SoberCity: Offers an online support and recovery community https://www.soberocity.com/

Soberistas: Provides a women-only international online recovery community https://soberistas.com/

Sober Recovery: Provides an online forum for those in recovery and their friends and family https://www.soberrecovery.com/forums/

We Connect Recovery: Provides daily online recovery groups for those with substance use and mental illness https://www.weconnectrecovery.com/freeonline-support-meetings

Unity Recovery + WEconnect + Alano Club: Providing daily virtual meeting for those in recovery and for their family members https://unityrecovery.org/digital-recoverymeetings

Recovery Resources and Supports

The National Alliance for Mental Illness (NAMI) Help Line: Coronavirus Information and ResourcesGuide http://bit.ly/NAMIresource

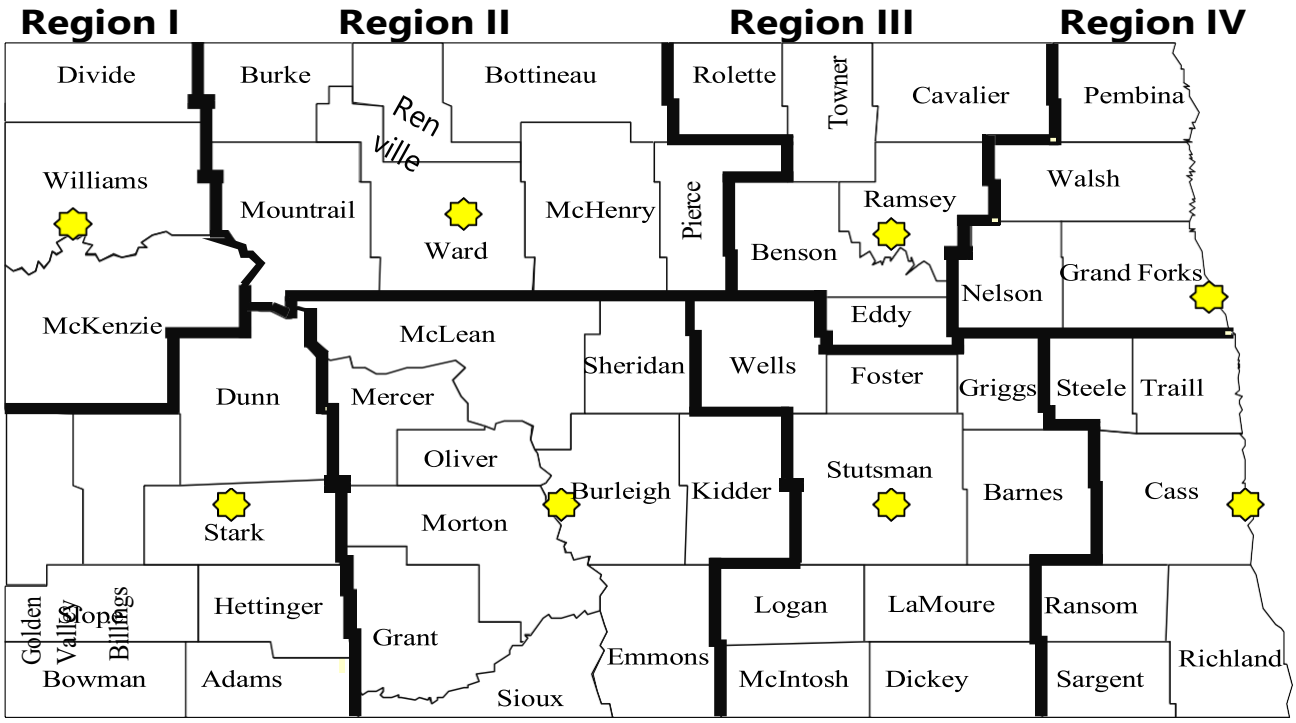
Hazelden Betty Ford Foundation: contains online support meetings, blogs, mobile apps, social media groups, and movie suggestions, including the online support community, The Daily Pledge: https://www.hazeldenbettyford.org/recovery /tools/daily-pledge and "Tips for Staying Connected and Safeguarding Your Addiction Recovery": http://bit.ly/HBF-Tips

Shatterproof: "How I'm Coping with COVID-19 and Social Isolation as a Person in Long-Term Recovery" provides helpful suggestions http://bit.ly/shatterproof-coping

The Chopra Center: "Anxious About the Coronavirus? Here Are Eight Practical Tips on How to Stay Calm and Support Your Immune System." http://bit.ly/Chopra-calm

The Eight Service Regions in North Dakota

North Dakota is divided into eight service regions, with each region having a Human Service Center (see the map on the left). These centers provide help to individuals and families with concerns including family and relationship issues, mental illness, addiction, disabilities, and other needs.



Denotes Location of Regional Human Service Center

Preference to individuals acquiring addiction services at all Regional Human Service Centers will be given in the following order:

1) Those who are pregnant and inject drugs;
2) Those who are pregnant and abuse substances;
3) Those who inject drugs;
4) All others.

Region 1 – Williston
Northwest Behavioral Health Clinic
316 2nd Ave W
PO Box 1266
Williston ND 58802-1266
(701) 774-4600 / 1-800-231-7724
Crisis Line: (701) 572-9111
Email: dhsnwhsc@nd.gov

Region 2 – Minot
North Central Behavioral Health Clinic
1015 S Broadway Ste 18
Minot ND 58701
(701) 857-8500
Crisis Line: (701) 857-8500 / 1-888-470-6968
Outreach Office:
Bottineau: (701) 857-8500 / 1-888-470-6968
Email: dhsnchsc@nd.gov

Region 3 – Devils Lake
Lake Region Behavioral Health Clinic
200 Hwy 2 SW
PO Box 650
Devils Lake ND 58301-0650
(701) 665-2200 / 1-888-607-8610
Crisis Line: (701) 662-5050 (collect calls accepted)
Outreach Office: Rolla (701) 477-8272
Email: dhslrhsc@nd.gov

Region 4 – Grand Forks
Northeast Behavioral Health Clinic
151 S 4th St Ste 401
Grand Forks ND 58201-4735
(701) 795-3000 / 1-888-256-6742
24-Hour Crisis Line: (701) 775-0525 / 1-800-845-3731
Outreach Office:
Grafton: (701) 352-4334 / 1-888-845-2215
Email: dhsnehsc@nd.gov

Region 5 – Fargo
Southeast Behavioral Health Clinic
2624 9th Ave SW
Fargo ND 58103-2350
(701) 298-4500 / 1-888-342-4900
Crisis Line: 8 a.m. – 5 p.m. (701) 298-4500
After 5 p.m. (701) 235-3620 (FirstLink)
Outreach Offices:
Lisbon, Enderlin, Mayville, Hope, Page, Finley, Forman, and Gwinner
Email: dhssehsc@nd.gov

Region 6 – Jamestown
South Central Behavioral Health Clinic
520 3rd St NW
PO Box 2055
Jamestown ND 58402-2055
(701) 253-6300/ 1-800-260-1310
Crisis Line: (701) 253-6304
Outreach Office:
Valley City
Email: dhsschsc@nd.gov

Region 7 – Bismarck
West Central Behavioral Health Clinic
1237 W Divide Ave Ste 5
Bismarck ND 58501-1208
(701) 328-8888 / 1-888-328-2662
24-Hour Crisis Line: (701) 328-8899 / 1-888-328-2112
Email: dhswchsc@nd.gov

Region 8 – Dickinson
Badlands Behavioral Health Clinic
300 13th Ave W Ste 1
Dickinson ND 58601-4857
(701) 227-7500 / 1-888-227-7525
Crisis Line: 8 a.m. – 5 p.m. (701) 225-7500
After 5 p.m. – (701) 290-5719
Outreach Office: Bowman
Email: dhsblhsc@nd.gov

Region: 1 – WILLISTON AND SURROUNDING AREAS

Arnegard

Providence House

2126 Vista Ave
Arnegard ND 58853
Phone: (701) 586-3300
Website: www.providencehouse.net

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

Williston

Abundance Grace Recovery PLLC

623 Main Street
Williston ND 58801
Phone: (701) 641-0313/(701)641-0313

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive OutpatientTreatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment

Choice Recovery Counseling

705 E Highland Dr Suite E
Williston ND 58801
Phone: (701) 770-9743
Fax: (701) 572-5410
Website: choicerecoverycounseling.com

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services

Connect Us Therapy

2224 1st Ave W Suite 4
Williston ND 58801
Phone: (701) 572-3335
Fax: (701) 572-3337
Website: www.connectustherapy.org

Satellite Offices:
2407 2nd Ave W Suite B
Williston ND 58801

2224 1st Ave W Suite 4
Williston ND 58801

Types of Treatment Provided:
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment

Montgomery Counseling Services

1510 2nd Ave W #204
Williston ND 58801
Phone: (701) 572-3800
Fax: (701) 572-3805
Website: www.montgomerycounselingservice.com

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment

Northwest Behavioral Health Clinic

316 2nd Ave W
Williston ND 58801
Phone: (701) 774-4600/(800) 231-7724
Fax: (701) 774-4620

Types of Treatment Provided:
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adolescent – Intensive OutpatientTreatment
- Level 2.1 – Adult – Intensive OutpatientTreatment
- Level 2.5 – Adult – Partial Hospitalization/DayTreatment
- Level 3.2D – Social Detoxification

The Fred and Clara Eckert Foundation for Children

719 11th Street E
Williston ND 58801
Phone: (701) 572-6181/(701) 572-7262
Fax: (701) 572-8783
Website: www.eckertyouth.com

Satellite Offices
1135 2nd Ave W #202 & #203
Williston ND 58801

1102 7th Ave East
Williston ND 58801

Types of Treatment Provided:

- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.5 – Adolescent – PartialHospitalization/Day Treatment
- Level 3.1 – Adolescent – Clinically ManagedLow-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adolescent – Clinically Managed Medium-Intensity Residential Care

Weishoff Alcohol & Drug

603 Main Street
Williston ND 58801
Phone: (701) 770-0391
Fax: (701) 774-1125

Types of Treatment Provided:

- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services

REGION: 2 - MINOT AND SURROUNDING AREAS

Bottineau

Essential Family Solutions

104 W 11th Street
Bottineau ND 58318
Phone: (701) 228-3326

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.1 – Adolescent – Intensive Outpatient Treatment

Minot

Community Medical Services - Minot

300 30th Ave NW Suites D & E
Minot ND 58703
Phone: (701) 858-1801
Fax: (701) 858-1802
Website: communitymedicalservices.org

Types of Treatment Provided:
- Level 1 – Adult – Outpatient Services
- Opioid Treatment Provider

Dakota Boys and Girls Ranch - Minot Dakota Family Services

6301 19th Ave NW
Minot ND 58702
Phone: (701) 852-3628/(800) 593-3098
Fax: (701) 839-5541
Website: dakotaranch.org

Types of Treatment Provided:
- Level 1 – Adolescent – Outpatient Services
- Level 3.1 – Adolescent – Clinically Managed Low-Intensity Residential Care
- Level 3.5 – Adolescent – Clinically Managed Medium-Intensity Residential Care

Faa Addiction Services

900 N Broadway Ste 111
Minot ND 58702
Phone: (701) 740-0566

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment

Goodman Addiction Services

600 22nd Ave NW Suite 4
Minot ND 58701
Phone: (701) 833-5767
Fax: (701) 852-9024
Website: goodmanaddictionservices.com

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services

Management & Training Corporation

9 First Ave SW
Minot ND 58701
Phone: (701) 379-2340/(701) 400-5472
Website: mtctrains.com

Types of Treatment Provided:

- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

Northern Plain Children's Advocacy Center

20 1st Street SW Suite 202
Minot ND 58701
Phone: (701) 852-0836
Fax: (701) 852-0623
Website: northernplainsac.org

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult - Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.1 – Adolescent – Intensive Outpatient Treatment

North Central Behavioral Health Clinic

1015 S Broadway Suite 18
Minot ND 58701
Phone: (701) 857-8500/(888) 470-6968
Fax: (701) 857-8555

Locations:
Open Arms
18 3rd St SE Suite 300
Minot ND 58701

Recovery House
911 3rd St NE
Minot ND 58703

Recovery on 4th
1822 4th Ave NW
Minot ND 58703

Brooklyn Flats
420 3rd St SW
Minot ND 58701

Types of Treatment Provided:

- Level 1 – Adult - Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification

Providence House Minot LLC

415 S Main Street
Minot ND 58701
(701) 838-3300
Website: providencehouse.net

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adult - Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

Trinity Hospitals

407 3rd St SE
Minot ND 58702
Phone: (701) 857-2480/(800) 247-1316
Fax: (701) 857-3692

Types of Treatment Provided:

- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.7 – Adult – Medically Monitored Intensive Inpatient Treatment

Parshall

Parshall Resource Center

104 S Main Street
Parshall ND 58770
Phone: (701) 862-3962
Fax: (701) 862-3401

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult - Outpatient Services
- Level 3.1 – Adult - Clinically Managed Low-Intensity Residential Care

Standley

Bob Hayes Addiction Services PLLC

18 2nd Ave SE
Standley ND 58784
Phone: (701) 628-2925
Fax: (701) 838-1423

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult - Outpatient Services

REGION: 3 - DEVILS LAKE AND SURROUNDING AREAS

Belcourt

5th Generation Healing Center

119 Sheldon Souray Ave
Belcourt ND 58316
Phone: (701) 477-3121
Fax: (701) 477-8925

Women's House:
4461 BIA Road 10
Belcourt ND 58316

Types of Treatment Provided:
- Level 1 – Adult - Outpatient Services
- Level 2.5 – Adult - Partial Hospitalization/Day Treatment
- Level 3.1 – Adult - Clinically Managed Low-Intensity Residential Care

Spotted Eagle & Holy Otter Women 16 Hour DUI Class

1105 Sheldon Souray Ave
Belcourt ND 58316
Phone: (701) 477-3121/(701) 477-3489
Fax: (701) 477-8925

Types of Treatment Provided:
- Level 0.5 – DUI Seminar

Turtle Mountain Recovery Center

340 Red Road Drive
Belcourt ND 58316
Phone: (701) 477-2671

Types of Treatment Provided:
- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adult - Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Treatment

Cando

Heartview Foundation Cando

7448 68th Ave NE
Cando ND 58324
Phone: (701) 968-4056
Fax: (701) 968-4456
Website: heartview.org

Types of Treatment Provided:

- Level 1 – Adolescent - Outpatient Services
- Level 1 – Adolescent/Adult Combined - Outpatient Services
- Level 2.1 – Adolescent - Intensive Outpatient Treatment
- Level 2.1 – Adolescent/Adult Combined - Intensive Outpatient Treatment
- Level 2.5 – Adolescent/Adult Combined - Partial Hospitalization/Day Treatment
- Level 2.5 – Adolescent - Partial Hospitalization/Day Treatment
- Level 3.1 – Adult - Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult - Clinically Managed High-Intensity Residential Care

Devils Lake

Anchored Roots

211 4th St NE Suite 7
Devils Lake ND 58301
Phone: (701) 381-9911

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult - Outpatient Services
- Level 1 – Adolescent - Outpatient Services
- Level 2.1 – Adult - Intensive Outpatient Treatment

Aspiring Hope Therapy

210 Hwy 2 West Suite 10
Devils Lake ND 58301
Phone: (701) 662-1046

Satellite Office:
824 3rd Street
Langdon ND 58249
Phone: (701) 370-5985

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent - Outpatient Services
- Level 1 – Adult - Outpatient Services

Evolution Counseling

413 4th St NE Suite 1
Devils Lake ND 58301
Phone: (701) 665-3270
Website: evolutiondevilslake.com

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

Satellite Location:
110 Industrial Rd
Rugby ND 58368

Lake Region Behavioral Health Clinic

200 Hwy 2 W
Devils Lake ND 58301
Phone: (701) 665-2200/(888) 607-8610
Fax: (701) 665-2300

Satellite Locations:
Rolla Outreach Office
1102 Main Ave W
Rolla ND 58367
(701) 477-9050

Social Detox – Devils Lake
106 3rd Ave NW
Devils Lake ND 58301

Types of Treatment Provided:
- Level 1 – Adolescent - Outpatient Services
- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adolescent - Intensive OutpatientTreatment
- Level 2.1 – Adult - Intensive Outpatient Treatment
- Level 2.5 – Adult - Partial Hospitalization/Day Treatment
- Level 3.2D – Social Detoxification

Fort Totten

Spirit Lake Behavioral Health

3883 74th Ave NE
Fort Totten ND 58335
Phone: (701) 766-1613/(701) 766-1600
Fax: (701) 766-1637

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 1 – Adult - Outpatient Services

Youth Healing and Wellness Program

7102 Crowhill Road
Fort Totten ND 58335
Phone: (701) 766-4285/
(701) 766-4236
Fax: (701) 766-1229

Types of Treatment Provided:
- Level 1 – Adolescent - Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Treatment

REGION: 4 – GRAND FORKS AND SURROUNDING AREAS

Grafton

Quinn DUI/MIP Evaluations

49 W 6th Street
Grafton ND 58237
Phone: (701) 352-9622
Fax: (701) 352-0424

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive OutpatientTreatment

Grand Forks

Agassiz Associates PLLC

2424 32nd Ave S #202
Grand Forks ND 58201
Phone: (701) 746-6336
Fax: (701) 772-1030
Website: agassizassociates.com

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Services

Cambian Behavioral Health

1407 24th Ave S
Grand Forks ND 58201
Phone: (218) 689-0131

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Services

Carol Torgerson Counseling, LLC

2150 47th Ave S Apt 160
Grand Forks ND 58201
Phone: (701) 739-5131/
(701) 330-0345

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services

Centre, Inc. – Grand Forks

201 4th Street S
Grand Forks ND 58201
Phone: (701) 746-6303
Fax: (701) 746-7713

Types of Treatment Provided:
**Services are reserved for individuals residing at Centre, Inc.*

- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adult - Intensive Outpatient Services

Community Medical Services – Grand Forks

2424 32nd Ave S Suite 103
Grand Forks ND 58201
Phone: (602) 248-8886/(701) 566-1225
Website: communitymedicalservices.org

Types of Treatment Provided:

- Level 1 – Adult - Outpatient Services
- Opioid Treatment Program

Community Violence Intervention Center

211 S 4th Street
Grand Forks ND 58201
Phone: (701) 746-0405/(866) 746-8900
Fax: (701) 746-5918
Website: cviconline.org

Types of Treatment Provided:

- Level 1 – Adult – Outpatient Services

Northeast Behavioral Health Clinic

151 S 4th Street Suite 401
Grand Forks ND 58201
Phone: (701) 795-3000/(888) 256-6742
Fax: (701) 795-3050

Satellite Locations:
Grafton Outreach Office
Life Skills & Transition Center Campus
901 W Midway Drive
Grafton ND 58237

Centre Inc.
201 S 4th Street 2nd Floor
Grand Forks ND 58201

RMAC
770 S 14th Street
Grand Forks ND 58201

STEP
107 Conklin
Grand forks ND 58201

Types of Treatment Provided:

- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification

Northland Christian Counseling Center

1726 S Washington St Suite 60
Grand Forks ND 58201
Phone: (701) 795-8550
Website: northlandccc.com

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

Prairie Harvest Mental Health

930 N 3rd Street
Grand Forks ND 58203
Phone: (701) 795-9143
Fax: (701) 772-5560
Website: prairieharvest.net

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

ShareHouse Grand Forks

1122 N 43rd Street
Grand Forks ND 58203
Phone: (701) 282-6561/(877) 294-6561
Fax: (651) 925-0046

Types of Treatment Provided:
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

Spectra Health

212 S 4th Street Suite 301
Grand Forks ND 58202
Phone: (701) 757-2100
Fax: (701) 757-0305
Website: spectrahealth.org

Satellite Location:
607 Towner Avenue
Larimore, ND 58251
(701) 343-6418

Types of Treatment Provided:
- Level 1 – Adult – Outpatient Services

UND Counseling Center Substance Abuse Program

2891 2nd Ave N Stop 9042
Grand Forks ND 58202
Phone: (701) 777-2127
Fax: (701) 777-4189
Website: und.edu/student-life/counseling-center

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services

Thompson

Turning Point Behavioral Health, PLLC

841 Ridgeview Road NE
Thompson ND 58278
Phone: (701) 317-8855

Types of Treatment Provided:

- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

REGION: 5 – FARGO AND SURROUNDING AREAS

Fargo

Atlas DUI School

1531 32nd Ave S Suite 102
Fargo ND 58103
Phone: (701) 660-6878
Fax: (888) 703-3192
Website: atlasduischool-nd.com

Types of Treatment Provided:
- Level 0.5 – DUI Seminar

Benson Psychological Services, PC

1020 36th Street S Suite C
Fargo ND 58103
Phone: (701) 297-7450
Fax: (701) 297-6439
Website: bensonpsychologicalservices.com

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services

Centre, Inc. - Fargo

123 15th Street North
Fargo ND 58107
Phone: (701) 237-9340
Fax: (701) 237-9945
Website: centreinc.org

Satellite Office:
3501 Westrac Drive
Fargo ND 58103

Types of Treatment Provided:
**Services are reserved for individuals residing at Centre, Inc.*
- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adult - Intensive Outpatient Treatment

City of Fargo dba Fargo Cass Public Health

1519 1st Avenue South
Fargo ND 58102
Phone: (701) 364-0116
Fax: (701) 232-1983
Website: fargond.gov/city-government/departments/fargo-cass-public-health

Types of Treatment Provided:
- Level 3.2D – Social Detoxification

Community Medical Services - Fargo

901 28th Street S Suite C
Fargo ND 58103
Phone: (701) 858-1801/(855) 203-6352
Fax: (701) 858-1802
Website: communitymedicalservices.org

Types of Treatment Provided:
- Level 1 – Adult – Outpatient Services
- Opioid Treatment Provider

Dakota Boys & Girls Ranch - Fargo

7151 15th St S
Fargo ND 58104
Phone: (701) 852-3628/(800) 593-3098
Website: dakotaranch.org

Types of Treatment Provided:
- Level 1 – Adolescent – Outpatient Services
- Level 3.1 – Adolescent – Clinically Managed Low-Intensity Residential Care
- Level 3.5 – Adolescent – Clinically Managed Medium-Intensity Residential Care

Fargo VA Healthcare System

2101 Elm Street N Suite 116A
Fargo ND 58102
Phone: (701) 239-3700
Fax: (701) 237-3700

Satellite Offices:
Williston, Minot, Devils Lake, Grafton, Grand Forks, Dickinson, Bismarck, Jamestown

Types of Treatment Provided:
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

First Step Recovery

2701 12th Ave S
Fargo ND 58103
Phone: (701) 451-4900
Fax: (651) 925-0057
Website: thevillagefamily.org/firststep

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.1 – Adult – Intensive OutpatientTreatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment

GOODclover LLC

405 Main Ave West Unit 4J
West Fargo ND 58078
Phone: (701) 248-0818

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services

Innerlight Counseling Services

4675 40th Ave S Suite 115
Fargo ND 58104
Phone: (701) 478-0906
Fax: (701) 478-0909
Website: innerlightservices.com

Types of Treatment Provided:

- Level 1 – Adult – Outpatient Services

Midwest Mental Health Clinic dba The Ridge

1122 1st Ave N
Fargo ND 58103
Phone: (701) 478-5808/(218) 477-1353
Fax: (218) 477-1354
Website: ridgend.org

Satellite Locations:
121 N University
Fargo ND 58102

333 19th St N
Fargo ND 58102

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low Intensity Residential Care

Pathways Counseling & Recovery Center

1306 N 9th Street
Fargo ND 58103
Phone: (701) 232-5955
Fax: (701) 293-2921

Types of Treatment Provided:

- Level 0.5 – DUI Seminar

PSJ Acquisitions LLC *dba* Prairie St. John's

510 4th Street S
Fargo ND 58107
Phone: (701) 476-7200
Fax: (701) 476-7261

Satellite Locations:
510 4th Street S
Fargo ND 58107
Adolescent Services

390 6th Ave S
Fargo ND 58103
Adult Services

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adolescent – Partial Hospitalization/Day Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment

Sanford Health

737 Broadway N
Fargo ND 58102
Phone: (701) 237-2000

Types of Treatment Provided:

- Level 1 – Adult – Outpatient Services

ShareHouse, Inc.

4227 9th Ave S
Fargo ND 58103
Phone: (701) 282-6561/(877) 294-6561
Fax: (651) 925-0046
Website: sharehouse.org

Satellite Office:
Men's Residential
4215 9th Ave S
Fargo ND 58103

Outpatient Services:
505 40th Street S Suite B
Fargo ND 58103

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive OutpatientTreatment
- Level 2.5 – Adult – Partial Hospitalization/DayTreatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

Soul Solutions Recovery Center

1801 38th St S
Fargo ND 58103
Phone: (701) 356-7772
Website: soulsolutions.org

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment

Southeast Behavioral Health Clinic

2624 9th Ave SW
Fargo ND 58103
Phone: (701) 298-4400/(888) 342-4900

Satellite Offices:
ACS/CRU
4624 38th Ave S
Fargo ND 58104

Next Step
1322 Gateway Dr S
Fargo ND 58103

Types of Treatment Provided:

- Level 1 – Adolescent - Outpatient Services
- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adolescent - Intensive Outpatient Treatment
- Level 2.1 – Adult - Intensive Outpatient Treatment
- Level 2.5 – Adult - Partial Hospitalization/Day Treatment
- Level 3.1 – Adult - Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification

The Healing Center

1531 32nd Ave S Suite 105
Fargo ND 58103
Phone: (701) 261-2455
Website: healingcentercity.com

Types of Treatment Provided:

- Level 0.5 – DUI Seminar (Virtual)
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

Lisbon

Abuse Resource Network & Therapy

13 11th Ave W
Lisbon ND 58054
Phone: (701) 683-5061
Website: abuseresourcenetwork.org

Types of Treatment Provided:

- Level 1 – Adult – Outpatient Services

REGION: 6 – JAMESTOWN AND SURROUNDING AREAS

Eldridge

Holistic Recovery Services

207 2nd Ave S
Eldridge ND 58401
Phone: (701) 680-5207
Website: holisticrecoveryservices.org

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult - Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

Jamestown

Addiction & Counseling Services

300 2nd Ave NE Suite 221
Jamestown ND 58401
Phone: (701) 252-5398
Fax: (701) 952-5398

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive OutpatientTreatment

Dockter-Evjen Recovery Choice Counseling

101 1st Ave South #3
Jamestown ND 58402
Phone: (701) 320-7657

Types of Treatment Provided:
- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services

James River Correctional Center

2521 Circle Drive
Jamestown ND 58402
Phone: (701) 253-3715
Fax: (701) 253-3735

Types of Treatment Provided:
**Services are reserved for incarcerated individuals.*

- Level 1 – Adult – Outpatient Services
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

Navigate Recovery

1209 5th Ave SE
Jamestown ND 58401
Phone: (601) 202-1007

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services

North Dakota State Hospital

2605 Circle Dr
Jamestown ND 58401
Phone: (701) 253-3650
Fax: (701) 253-3910

Types of Treatment Provided:
**Services are reserved for individuals residing at the North Dakota State Hospital*

- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adolescent – Intensive OutpatientTreatment
- Level 2.1 – Adult – Intensive OutpatientTreatment
- Level 2.5 – Adolescent – Partial Hospitalization/Day Treatment
- Level 2.5 – Adult – Partial Hospitalization/DayTreatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care
- Level 3.7 – Adult – Medically MonitoredIntensive Inpatient Treatment

South Central Behavioral Health Clinic

520 3rd St NW
Jamestown ND 58402
Phone: (701) 253-6300/(800) 260-1310
Fax: (701) 253-6400

Satellite Office:
CRU-Progress Enterprises Inc
1607 12th Ave NE
Jamestown ND 58401

Bridges to Recovery
520 3rd Street NW
Jamestown ND 58401

Types of Treatment Provided:

- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

REGION: 7 – BISMARCK AND SURROUNDING AREAS

Beulah

Coal Country Community Health Center

1312 Hwy 49 N
Beulah ND 58523
Phone: (701) 873-4445
Fax: (701) 873-4199

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adolescent – Intensive OutpatientTreatment
- Level 2.1 – Adult – Intensive OutpatientTreatment

Bismarck

ADAPT Addiction & Behavioral Health, Inc.

1720 Burnt Boat Drive Suite 203
Bismarck ND 58503
Phone: (701) 255-3717
Fax: (701) 955-8956
Website: adaptincnd.com

Types of Treatment Provided:

- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Services

Beacon Counseling Services

4205 State Street Unit 5
Bismarck ND 58503
Phone: (701) 214-5530
Fax: (701) 712-5587
Website: beaconcounselingservices.net

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services

Bismarck Transition Center

2001 Lee Ave
Bismarck ND 58504
Phone: (701) 222-3440
Fax: (701) 222-3599

Types of Treatment Provided:
**Services are reserved for individuals residing at the Bismarck Transition Center*

- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adult - Intensive Outpatient Treatment
- Level 3.1 – Adult - Clinically Managed Low-Intensity Residential Care
- Level 3.5 – Adult - Clinically Managed High-Intensity Residential Care

Blessed Builder's Ministry

2700 State Street Suite F-6
Bismarck ND 58503
Phone: (701) 751-0318/(701) 390-5032
Fax: (701) 751-2354
Website: blessedbuilderssoberliving.org

Types of Treatment Provided:
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Services

C & K Counseling

107 West Main Ave Suite 325
Bismarck ND 58501
Phone: (701) 975-3200
Website: ckcounseling.org

Types of Treatment Provided:
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Services

Dakota Boys & Girls Ranch – Bismarck

1227 35th St N
Bismarck ND 58501
Phone: (701) 852-3628/(800) 593-3098
Website: dakotaranch.org

Types of Treatment Provided:
- Level 1 – Adolescent – Outpatient Services
- Level 3.1 – Adolescent – Clinically Managed Low-Intensity Residential Care
- Level 3.5 – Adolescent – Clinically ManagedMedium-Intensity Residential Care

DeCoteau Trauma-Informed Care & Practice, PLLC

1320 W Century Ave
Bismarck ND 58503
Phone: (701) 751-0443
Fax: (701) 751-1616

Types of Treatment Provided:
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services

Good Road Recovery Center

1308 Elbowoods Lane
Bismarck ND 58503
Phone: (701) 751-8260

Satellite Offices:
525 N 9th St
Bismarck ND 58503

Circle of Life
304 7th St N
New Town ND 58763

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/DayTreatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-IntensityResidential Care

Heartview Foundation

101 E Broadway Ave
Bismarck ND 58501
Phone: (701) 222-0386/(800) 337-3160
Fax: (701) 255-4891
Website: heartviewfoundation.org

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adolescent/Adult Combined – Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.1 – Adolescent/Adult Combined – Intensive Outpatient Treatment
- Level 2.5 – Adolescent – Partial Hospitalization/Day Treatment
- Level 2.5 – Adolescent/Adult Combined - Partial Hospitalization/Day Treatment
- Level 3.1 – Adult - Clinically Managed Low – Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care
- Opioid Treatment Provider

Heartview Foundation - 23rd Street

305 North 23rd Street
Bismarck ND 58501
Phone: (701) 222-0386/(800) 337-3160
Fax: (701) 255-4891
Website: heartview.org

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adolescent/Adult Combined -Outpatient Services
- Level 2.1 – Adolescent/Adult Combined -Intensive Outpatient Treatment
- Level 2.5 – Adolescent/Adult Combined -Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care
- Level 3.2D – Social Detoxification

Missouri River Correctional Center

1500 48th Ave SW
Bismarck ND 58506
Phone: (701) 328-9678

Types of Treatment Provided:
**Services are reserved for incarcerated individuals*

- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

New Day Recovery Counseling, PLLC

4007 State Street Suite 106
Bismarck ND 58503
Phone: (701) 299-3552 / (833) 946-4930
Fax: (701) 299-4521
Website: newdayrecoverycounseling.com

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult - Outpatient Services
- Level 1 – Adolescent – Outpatient Services

New Freedom Center, Inc.

905 E Interstate Ave
Bismarck ND 58503
Phone: (701) 222-4673/(800)334-8244
Fax: (701) 222-3947
Website: newfreedomcenter.org

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
  Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

New Freedom Family Center, Inc.

1405 Skyline Way
Bismarck ND 58503
Phone: (701) 751-7233

Types of Treatment Provided:

- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

Northland Health Centers

914 S 12th Street Ste 101
Bismarck ND 58504
Phone: (701) 448-9225/(877) 609-3577
Fax: (701) 448-9224

Satellite Locations:
914 S 12th Street Suite 101
Bismarck ND 58504

4401 Coleman Street Suite 107
Bismarck ND 58503

Types of Treatment Provided:

- Evaluation for the Purpose of DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent - Outpatient Services
- Level 1 – Adult - Outpatient Services
- Level 1 – Adolescent-Adult Combined-Outpatient Services
- Level 2.1 – Adolescent - Intensive Outpatient Treatment
- Level 2.1 – Adult - Intensive Outpatient Treatment
- Level 2.1 – Adolescent-Adult Combined-Outpatient Services

North Dakota National Guard Substance Abuse Program

4200 Miriam Ave
Bismarck ND 58506
Phone: (701) 333-3804/(701) 333-3801
Fax: (701) 333-3061
Website: ndguard.nd.gov

Types of Treatment Provided:
**Services are reserved for members of the National Guard*

- Level 0.5 - DUI Seminar

North Dakota State Penitentiary

3100 Railroad Ave
Bismarck ND 58506
Phone: (701) 328-6372
Fax: (701) 328-6152

Types of Treatment Provided:
**Services are reserved for incarcerated individuals*

- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adult - Intensive Outpatient Treatment

St. Alexius Partial Hospitalization Program

1120 East Main Street
Bismarck ND 58501
Phone: (701) 530-7255/(701) 530-7232
Website: chistalexishealth.org

Types of Treatment Provided:

- Level 1 – Adult - Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adult – Intensive OutpatientTreatment
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 2.5 – Adolescent – Partial Hospitalization/Day Treatment

Summit Counseling Services - Bismarck

3111 E Broadway
Bismarck ND 58501
Phone: (701) 751-0299
Fax: (701) 751-2940

Satellite Offices:
1500 14th St SW Suite 290
Williston ND 58801

448 21st Street West Suite A
Dickinson ND 58601

2860 10th Ave N Suite 550
Grand Forks ND 58203

617 W Street
Stanton ND 58571

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.5 – Adult – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

United Tribes Technical College - Chemical Health Center

3315 University Dr
Bismarck ND 58504
Phone: (701) 255-3285
Website: uttc.edu/wellness/chemhealth

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 1 – Adult – Outpatient Services

West Central Behavioral Health Clinic

1237 W Divide Ave Suite 5
Bismarck ND 58501
Phone: (701) 328-8888/(888) 328-2662
Fax: (701) 328-8900

Types of Treatment Provided:

- Level 1 – Adolescent - Outpatient Services
- Level 1 – Adult - Outpatient Services
- Level 2.1 – Adolescent - Intensive OutpatientTreatment
- Level 2.1 – Adult - Intensive OutpatientTreatment
- Level 2.5 – Adolescent - PartialHospitalization/Day Treatment
- Level 2.5 – Adult - Partial Hospitalization/DayTreatment
- Level 3.1– Adult - Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification

Mandan

Centre, Inc. - Mandan

100 6th Ave SE
Mandan ND 58554
Phone: (701) 663-8228
Fax: (701) 663-0912

Types of Treatment Provided:
**Services are reserved for individuals residing at Centre, Inc.*
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive OutpatientTreatment

Heart River Correctional Center

701 16th Ave SW
Mandan ND 58554
Phone: (701) 667-1400
Fax: (701) 667-1414
Website: docr.nd.gov/adult-facilities/heart-river-correctional-center

Types of Treatment Provided:
**Services are reserved for incarcerated individuals*
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive OutpatientTreatment

Impact Therapy PLLP

3426 Bayshore Bend SE
Mandan ND 58554
Phone: (701) 989-5464
Website: impacttherapy.biz

Types of Treatment Provided:
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment

North Dakota Youth Correctional Center

701 16th Ave SW
Mandan ND 58554
Phone: (701) 667-1400
Fax: (701) 667-1414

Types of Treatment Provided:
**Services are reserved for incarcerated individuals*
- Level 1 – Adolescent – Outpatient Services
- Level 2.1 – Adolescent – Intensive OutpatientTreatment

Raleigh

Summit Prairie Recovery Center, LLC
dba Prairie Recovery Center

7785 St Gertrude Ave
Raleigh ND 58564
Phone: (701) 597-3419/(800) 675-1251
Fax: (701) 597-3004

Types of Treatment Provided:

- Evaluations for the purpose of DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive OutpatientTreatment
- Level 2.5 – Adult – Partial Hospitalization/DayTreatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

REGION: 8 – DICKINSON AND SURROUNDING AREAS

Dickinson

Badlands Behavioral Health Clinic

300 13th Ave W Suite 1
Dickinson ND 58601
Phone: (701) 227-7500/(888) 227-7525
Fax: (701) 227-7575

Satellite Office:
RCC
1468 21st Street W
Dickinson ND 58601

Types of Treatment Provided:

- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adolescent – Intensive OutpatientTreatment
- Level 2.1 – Adult – Intensive OutpatientTreatment
- Level 2.5 – Adult – Partial Hospitalization/DayTreatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification

Heart River Alcohol & Drug Abuse Services

St. Joe's Plaza – 30 7th Street W
Dickinson ND 58601
Phone: (701) 483-0795
Fax: (701) 783-0947

Types of Treatment Provided:

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adult – Outpatient Services

Heartview Foundation Dickinson

30 7th St W 4th Floor
Dickinson ND 58601
Phone: (701) 502-4411
Website: heartview.org

Types of Treatment Provided:

- Level 1 – Adolescent – Outpatient Services
- Level 1 – Adolescent/Adult Combined – Outpatient Services
- Level 2.1 – Adolescent – Intensive Outpatient Treatment
- Level 2.1 – Adolescent/Adult Combined – Intensive Outpatient Treatment
- Level 2.5 – Adolescent – Partial Hospitalization/Day Treatment
- Level 2.5 – Adolescent/Adult Combined – Partial Hospitalization/Day Treatment
- Level 3.1 – Adult – Clinically Managed Low-Intensity Residential Care
- Level 3.2D – Social Detoxification
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

New England

Southwest Multi-County Correctional Center
Dakota Women's Correctional Rehabilitation Center

440 McKenzie St
New England ND 58647
Phone: (701) 579-5100
Fax: (701) 579-5101
Website: swmccc.govoffice3.com

Satellite Offices:
Dickinson Adult Detention Center (DADC)
66 Museum Drive
Dickinson, ND 58601

Community Treatment Program (CTP)
St. Joes Plaza, 30 7th St. W
Dickinson, ND 58601

Types of Treatment Provided:
**Services are reserved for incarcerated individuals.*

- Evaluations for the purpose of a DUI
- Level 0.5 – DUI Seminar
- Level 1 – Adult – Outpatient Services
- Level 2.1 – Adult – Intensive Outpatient Treatment
- Level 3.5 – Adult – Clinically Managed High-Intensity Residential Care

Sentinel Butte

Home on the Range

1635 I-94
Sentinel Butte ND 58654
Phone: (701) 872-3745
Fax: (701) 872-3748

Types of Treatment Provided:

- Level 1 – Adolescent – Outpatient Services

Exhibit 7

North Dakota Sex Offender Registry

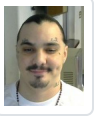
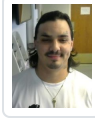
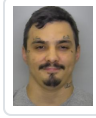
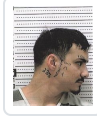
Office of Attorney General

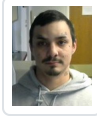
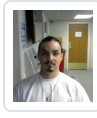
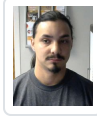
Offender Profile

Track Offender

Offender



Primary Information

Name:	DELACRUZ, OSCAR MANUEL
Aliases:	
Birthdate:	1995
Sex:	MALE
Race:	WHITE
Height:	5' 6"
Weight:	218 LBS
Eye Color:	BROWN
Hair Color:	BROWN
Skin:	FAIR
Registration Expiration:	10/12/2045

Scars, Marks & Tattoos

Observed	Category	Item/Location	Description
1/9/2025	TAT LELBOW	ELBOW, LEFT	4 DOTS
8/10/2021	TAT HEAD	HEAD, NONSPECIFIC	ABOVE EYEBROWS. SAYS "4EVER LOVE"
8/10/2021	TAT NECK	NECK	SAYS "BLESSED" ON LEFT SIDE OF NECK
8/10/2021	TAT R ARM	ARM, RIGHT	SKULL WITH HAT, "REALIZE EVERYONE AINT LOYAL"
4/28/2021	TAT FACE	FACE, NONSPECIFIC	4EVER LOVED ABOVE EYEBROWS, THREE SYMBOLS ON RIGHT SIDE OF FACE, "STAY DREAMIN" ON CHEEKS
10/16/2020	TAT HAND	HAND, NONSPECIFIC	LIVE IN LIFE ACROSS THE KNUCKLES

Observed	Category	Item/Location	Description
10/16/2020	TAT L HND	HAND, LEFT	CROSS; THUMB - WEB
10/16/2020	TAT L LEG	LEG, LEFT	14 - LEFT SHIN
10/16/2020	TAT LF ARM	ARM, LEFT, LOWER	KALI, PICTURE OF FOREST, EVERGREEN TREES, STARS, MOON
10/16/2020	TAT RELBOW	ELBOW, RIGHT	1 DOT
10/16/2020	TAT RF ARM	ARM, RIGHT, LOWER	KIRSTAN, "REAL"

Address Information

Residence Addresses

425 S MAIN ST
MINOT, ND, 58701
WARD

Show Map

Additional Addresses

Vehicles

Qualifying Offense Information

Offense: CORRUPT/SOLICITATION OF MINOR; 12.1-20-05

Conviction Date:	10/12/2020
Jurisdiction & State:	WARD COUNTY DISTRICT COURT, ND
Disposition:	360 DAYS; FIRST SERVE 10 DAYS; 10 DAYS CREDIT; 5 YEARS SUPERVISED PROBATION

Other State Offenses

For an offense(s) committed outside the state of North Dakota, please contact the appropriate state registry who can provide you with public records law and resources in that state for obtaining additional information, if permitted.

The National Sex Offender Public Website (NSOPW) provides sex offender registry web site addresses for each state. The NSOPW web site address is: https://www.nsopw.gov/. You can obtain contact information from this site, or by conducting a search for that state registry using your search engine.

Please Note: Positive identification of a person believed to be a sexual predator or sexual offender cannot be established unless a fingerprint comparison is made, and that it is illegal to use public information regarding a registered sexual predator to facilitate the commission of a crime.

City of Minot

Planning Commission
Staff Report

Application Date: 02/02/2026
Date of Staff Report: 02/23/2026
Planning Commission Meeting: 03/10/2026

Staff Contact: Doug Diedrichsen AICP, Principal Planner
Staff Recommendation: Approval

Case Number: 2026-16

Project Name: Text Amendment – Spring 2026

Current Legal Description: N/a
Proposed Legal Description: N/a
Present Address: N/a

Entitlements Requested: Amendment to the Land Development Ordinance of the City of Minot

Owners: N/a

Representative: Brian Billingsley, Community and Economic Development Director, City of Minot

Present Zone(s): N/a

Present Use(s): N/a

Uses Allowed in Present Zone(s): N/a

Present Future Land Use Map Designation: N/a

Proposed Zone(s): N/a

Proposed Use(s): N/a

Uses Allowed in Proposed Zone(s): N/a

Proposed Future Land Use Map Designation: N/a

PROJECT DESCRIPTION:

Public hearing request by Brian Billingsley, Community Development Director, Representing the City of Minot for a request of a zoning text amendment to the Land Development Ordinance addressing day cares, land use buffer yards, fuel stations in the Central Business District, paving requirements and parking on grass.

BACKGROUND INFORMATION:

The proposed text amendments are part of a "clean-up" ordinance that is performed, at a minimum, twice annually.

The text amendments, for each of the respective ten (10) changes, may be found in **Exhibit 1**.

STAFF ANALYSIS:

Amendment to the Land Development Ordinance of the City of Minot Analysis:

Section 9.1-8 of the Land Development Ordinance of the City of Minot (LDO) provides the procedures for amending the LDO. Section 9.2 provides the noticing requirements for public hearings held by the Planning Commission. The applicant has submitted the necessary application documents required per Section 9.1-8 D and noticing has been conducted as required per Section 9.2.

Section 9.1-8 I. requires the Planning Commission and City Council to find the following, as applicable:

1. The amendment must not adversely affect the public health, safety, or welfare.
2. The amendment is supported by a strategy, recommendation, or other concepts from the Comprehensive Plan.
3. The amendment is necessary because of changed social or economic conditions in the areas affected.
4. The amendment is necessary to improve the ordinance by introducing best practices or makes the ordinance easier to understand and use by the public.

Staff provides the following guidance:

Staff finds Section 9.1-8 I. 1. is applicable and satisfied, as the proposed changes aim to address concerns that have been brought to the attention of staff over time, providing paths forward for new uses and/or reducing requirements for redevelopment when certain site characteristics exist. The changes will not adversely affect the public health, safety, and/or welfare in each instance.

Section 9.1-8. I. 2. is not applicable. While the Comprehensive Plan generally speaks to zoning, the proposed changes do not specifically fulfill any of the objectives and simultaneously are not deterred by, or interfere with, the fulfillment of the Comprehensive Plan.

Section 9.1-8. I. 3. is applicable, and satisfied. The proposed changes make development and economic development easier for potential builders and developers within the zoning jurisdiction of the City of Minot.

Section 9.1-8. I. 4. is applicable and satisfied, as the proposed changes are an effort to ensure that known potential inhibitors to development are not replicated the subsequent building season. The proposed changes will make the code easier to understand and use by the public.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and comments were received and incorporated into text amendments.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

1) The applicant has submitted a complete application.

2) Section 9.1-8 I. 1- 4. are applicable and satisfied as noted in the Staff Analysis section of staff's written report.

3) The Minot Planning Commission has the authority to hear this case and recommend that it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

STAFF RECOMMENDATION TO THE PLANNING COMMISSION:

Staff recommends the Planning Commission adopt staff findings of fact and recommend approval to City Council of the zoning text amendment as provided in Exhibit 1.

C. *Buffer Yards*

These provisions apply when a proposed use is developing in a more intensive zoning district which is adjacent to a less intensive zoning district or use, even if the less intensive property is undeveloped.

Table 7.1-4(a). Buffer Yard Requirements			
More Intensive District	**Less Intensive District**	**Width (Depth) of Required Buffer Yard**	**Width (Depth) if separated by a Street or Alley***
RM, RH, R3C, MH, P	RR, R1, R1S, R2	20 feet*	Reduction to 10 feet w/ written approval
C1, C2, P, M1, M2, GMU OP, P	RR, R1, R1S, R2, RM, RH, R3C, MH	20 feet*	Reduction to 10 feet w/ written approval
Note: *See Section 6.1-4(D)for requirements for reduced width buffer yards.			

1. The owner/developer of a commercial or industrial use adjacent to a residential zone or use shall install and maintain a twenty-foot (20') wide landscaped buffer yard on his/her site abutting the entire length of the boundary along the residential site.
2. All buffer yards must be reasonably free of paved areas, access ways, sidewalks, storage, or other disturbances, excluding intermittent drives. Each required buffer yard must be entirely landscaped with grass or other suitable plant material with a minimum of one (1) tree for each twenty lineal feet (20') of buffer yard. At least fifty percent (50%) of the required trees shall be evergreen conifers, five to six feet (5'-6') minimum in height. The remaining fifty percent (50%) of trees can be ornamental trees, deciduous canopy trees, shrubs (five {5} shrubs equal one {1} tree), or a combination thereof (See Diagram 7.1-4(c) and Diagram 7.1-4(d)).

   Note: The five to one substitution for trees to shrubs is only valid in satisfying the buffer yard requirement and is not a permitted option for other site landscaping requirements contained in this Chapter.

Diagram 7.1-4(c) – Landscaped Buffer Yard

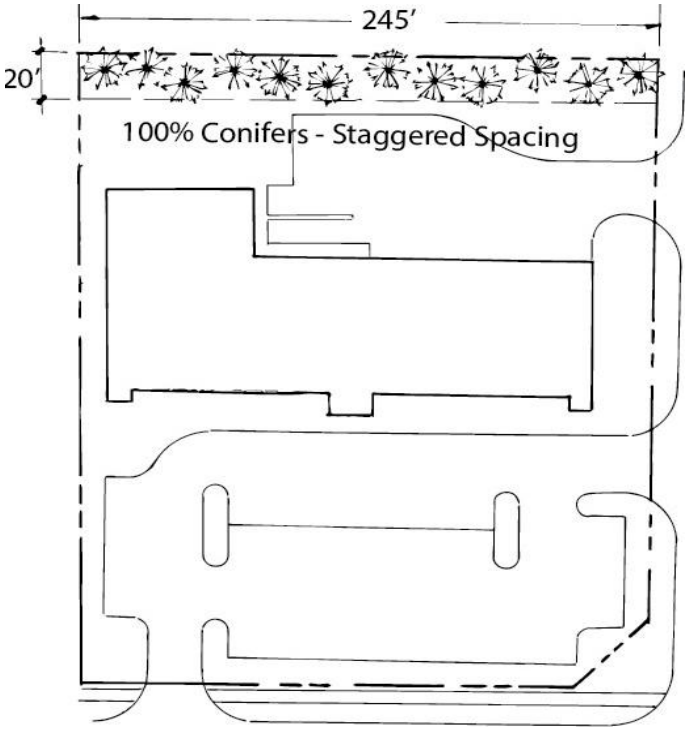
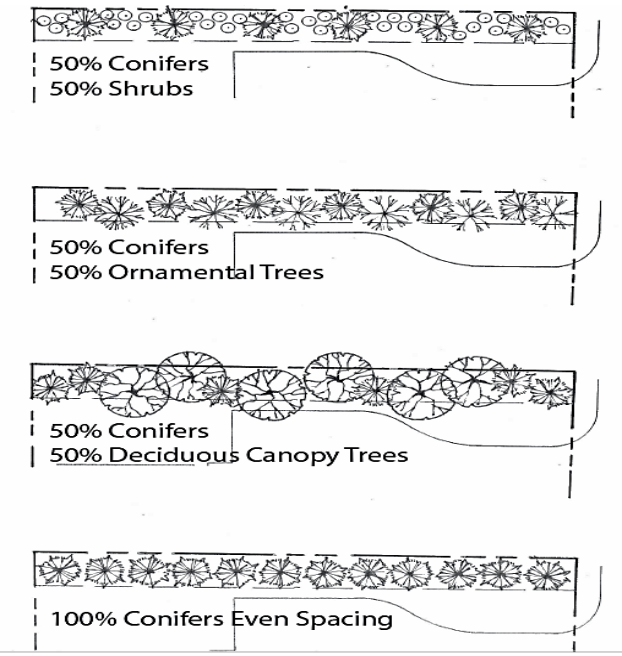


Diagram 7.1-4(d) – Landscape Buffer Design Options



D. *Reduced Width Allowance*

1. When a street with a "local road" classification or alley separates adjacent zoning districts requiring a buffer yard, the width of the buffer yard may be reduced to ten feet (10'). When an industrial use is adjacent to a less intensive commercial use, the owner/developer of the more intensive use shall install and maintain a 10' wide landscaped buffer yard on his/her site abutting the entire length of the less intensive common boundary.

    a. In either case, given the reduced area, the developer must erect a solid fence or wall on the inside or outside line of the buffer yard, at least six feet (6') in height and 100% opaque for the entire length of the required buffer yard (unless waived by the Planning Division), and plant ~~one hundred~~ fifty percent ~~(100%)~~ (50%) evergreen trees of a compact, upright growth habit. The specific species and/or cultivar shall be called out on the Landscape Plan for approval by the Planning Division in meeting these special requirements. Required spacing shall be one (1) tree per each ~~ten~~ thirty lineal feet ~~(10')~~ (30") of buffer yard for the entire length of the buffer yard (See Diagram 7.1-4(e). Chain link fencing with privacy slats shall not be used to meet the fencing requirement, except in industrial zones M1 and M2.

2. When a street with a "collector road" or greater intensity classification separates adjacent zoning districts requiring a buffer yard, the width of the buffer yard may be reduced to ten feet (10') with or without a fencing requirement depending on the site configuration at the discretion of the Planning Division.

a. Given the reduced area, the developer must erect a solid fence or wall on the inside or outside line of the buffer yard if light pollution from internal traffic could create a nuisance to adjacent properties, at least six feet (6') in height and 100% opaque for the entire length of the required buffer yard (unless waived by the Planning Division), and plant sufficient landscaping to prevent any light pollution into less intensive zones or uses.

b. When right-of-way width between more and less intense uses is greater than on hundred (100') feet and when a street with a "collector road" or greater intensity classification separates uses, commercial uses are exempt from buffering and fencing requirements with approval of the Planning Division.

3. Projects located on lots platted prior to July 1, 2013 will be allowed to employ alternative strategies to buffer between less intensive uses.

    a. Site Plans must include at least one element to buffer uses. Walls, fences, hedgerows, trees, landscaping, changes in topography and similar strategies can be used to effectively buffer between less intensive uses, as approved by the Planning Division.

4. Properties zoned "P" Public where the primary use is public or private parks, open space of related facilities, and where landscaping is incorporated throughout the development to add to the public enjoyment of the space, are exempt from buffer yard requirements with the approval of the Planning Division.

    a. This exemption is intended to allow for seamless incorporation of public spaces into the surrounding aesthetic of the existing built environment, therefore this evaluative criterion will be the primary factor in approval of the final landscaping plans and to qualify for this exemption.

    b. Applicants seeking this exemption are encouraged to schedule a pre-application meeting to discuss their project with planning staff.

    c. A development review team meeting with an Alderman and Planning Commissioner present and approval of a site master plan by the Planning Commission are required for all "P" Public District properties with this requirement also being included for this exemption where the application includes a request for a zoning map amendment to bring a property into the "P" Public District from another zoning district.

Commercial Uses

Use Category	Example Use Types	AG	RR	R1	R1S	R2	RM	R3C	RH	MH	C1	C2	CBD	M1	M2	OP	I1	I2	P	GMU	Standards Specific to Uses and Districts
Adult Entertainment Center															P						4.1-6.A.
Business Incubator												C	C	P		P					
Commercial Recreation	Commercial Recreation Indoor	C		C	C	C	C	C	C		P	P	P	P	P	P			C	P	
	Commercial Recreation Outdoor	C		C	C	C	C				P	P	C	P	P	P			C	C	
Food and Drink	Brew Pub, Cocktail Lounge, Bar, Winery	C	C								P	P	P	P	P	P			C	P	
	Restaurant (Dine-in Only)	C									P	P	P			P				P	
	Restaurant (Drive-thru)										P	P	C			P				P	4.1-6.B.
Motor Vehicle Uses	Auto Repair											P		P	P		C		C		4.1-6.C.
	Auto Maintenance											P		P	P		C		C		4.1-6.C.
	Oil Change Facility											P		P	P		C		C		4.1-6.C.
	Car Wash										C	P		P[1]			C			C	4.1-6.F.
	Convenience Store/Fuel Station										C	P	P	P[1]			P			C	4.1-6.D.
	Motor Vehicle Sales (Cars, Boats, RVs, Motorcycles, etc.)											P		P							4.1-6.G.
	Manufactured Homes and Modular Homes Sales Lot											C		C							
Office	Corporate Offices, Financial Offices, General Offices, and Medical Offices										P	P	P	P		P	P			P	
Parking	Off-Street Parking (Commercial)											C	C						C	C	
	Off-Street Parking (Non-Commercial)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

SECTION 4.1-6. COMMERCIAL USES

D. Convenience Stores/Fuel Station

1. ~~C1, C2, M1, and I1~~ All Districts where permitted:

a. Motor fuel facilities shall be installed in accordance with State and City standards.

b. Filling station pumps and pump islands shall not be located within twenty feet (20') of any property line nor within one hundred feet (100') from the boundary of any residential district.

c. Adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps.

d. Underground fuel storage tanks shall be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access, and other activities on the site.

e. Filling station canopies shall not extend within fifteen feet (15') of any property line.

f. All canopy lighting shall be recessed or fully shielded.

g. All access drives shall be subject to approval by the Engineering Department.

2. CBD District:

a. Can only be located on parcels abutting a principal arterial.

SECTION 6.1-7. RESIDENTIAL DISTRICTS – PARKING AND RELATED OUTDOOR STORAGE REQUIREMENTS

B. Parking Location Requirements

In all residential districts, and residential PUD Overlay Districts, personal vehicles may park as specified in compliance with the location requirements specified below. Personal vehicles are defined as Class D or M including passenger cars, motorcycles, vans, pick-up trucks, campers, toppers and other similar appurtenances intended for attachment to personal vehicles; trailers under twenty feet in length and boats.

1. Currently licensed personal vehicle or equipment parking on residential lots may be parked in the following described areas:

a. One space in each garage stall.

b. Two spaces in driveway (length) per stall provided no vehicle extends into the public right-of-way including the sidewalk.

c. No parking shall be permitted on the grass as described by Chapter 22 of the Municipal Code of Ordinances.

d. No parking shall be permitted in the rear yard, unless alley access is provided or if the lot is wide enough to allow thru access from the front to rear yard.

e. If no garage exists onsite, parking shall be allowed as wide as the driveway (meeting city definition) and two vehicles deep (in length) outside of the right-of-way.

f. The parking area must comply with the requirements of Section 6.1-5. C. Conventional Paving.

C. Conventional Paving

Except in the AG and RR districts (excluding any non-housing and non-farming and ranching uses as denoted in Table 2.2), parking lot or motorized vehicle storage area must be hard surfaced so as to be free of dust and mud. This paving requirement includes the entire parking area including parking stalls, aisles and internal driveways. Driveways in the public right of way must be paved with concrete. All areas shall be surfaced with concrete, bituminous, or pavers.

An exception to the paving requirement may be granted where:

1. The adjoining roadway for which access is taken is unpaved.
2. The proposed use falls under the Parks and Open Space use table definition.

~~This~~ These exceptions shall not apply to Americans with Disability Act (ADA), state, or local accessibility requirements. Any exception requires administrative approval of both the Engineering Department and Planning Division. Any appeal to an administrative decision shall follow the appeals processes as provided in Section 9.1-9. Appeal of Administrative Decisions or related procedure available at the time of the appeal should the Land Development Ordinance of the City of Minot be changed in the future.

Article 11: Floodplain ~~Protection~~ Management

Chapter 11.1. – Statutory Authorization, Findings of Fact, Purpose, and Objectives

SECTION 11.1-1. STATUTORY AUTHORIZATION

The Legislature of the State of North Dakota has in North Dakota Century Code, Chapters 40-~~47~~05, 11-~~33~~11 and 58-~~03~~06, delegated responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Therefore, the City Council of the City of Minot, North Dakota does ordain as follows:

SECTION 11.1-2. FINDINGS OF FACT

A. The flood hazard areas of the City of Minot are subject to periodic inundation which can endanger life, result in loss of property, create health and safety hazards, disrupt commerce and governmental services, cause extraordinary public expenditures for flood protection and relief, and impair the tax base, all of which adversely affect the public health, safety, and general welfare.

B. Flood losses caused by the cumulative effect of obstructions in the special flood hazard areas cause increases in flood heights and velocities. Inadequately floodproofed, elevated or otherwise unprotected structures also contribute to the flood loss.

SECTION 11.1-3. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

A. To protect human life and health;

B. To minimize expenditure of public money for costly flood control projects;

C. To minimize the need for rescue and relief efforts associated with flooding, and generally undertaken at the expense of the general public;

D. To minimize prolonged business interruptions;

E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in special flood hazard areas;

F. To help maintain a stable tax base by providing for the second use and development of special flood hazard areas so as to minimize future flood blight areas;

G. To ensure that potential buyers are notified that property is in a special flood hazard area; and,

H. To ensure that those who occupy the special flood hazard areas assume responsibility for their actions.

SECTION 11.1-4. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or

erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage; and,

E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 11.1-5. LANDS TO WHICH THIS ~~CHAPTER~~ ORDINANCE APPLIES

This ~~chapter~~ ordinance shall apply to all special flood hazard areas within the corporate limits of the City and its extraterritorial jurisdiction.

SECTION 11.1-6. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study for Ward County, North Dakota and Incorporated Areas", dated February 15, 2002 with an accompanying Flood Insurance Rate Map is hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study is on file at the office of the City Engineer in Minot, North Dakota.

SECTION 11.1-7. COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION 11.1-8. GREATER RESTRICTIONS

This ordinance is not intended to repeal, remedy, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION 11.1-9. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

A. Considered as minimum requirements;

B. Liberally construed in favor of the governing body; and,

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 11.1-10. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Large floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of

Minot, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 11.1-11. SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

Chapter 11.2. – Administration

SECTION 11.2-1. ESTABLISHMENT OF DEVELOPMENT PERMIT

A development permit shall be obtained before construction or development begins within any special flood hazard area established in Section 11.1-6. Application for a development permit shall be made on forms furnished by the City Engineer and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill storage materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

A. Elevation in ~~relation to mean sea level~~ the same datum (either NAVD88 or NGVD29) as the FIRM, of the lowest floor of all structures;

B. Elevation in ~~relation to mean sea level~~ the same datum (either NAVD88 or NGVD29) as the FIRM to which any structure will be floodproofed;

C. Certification by a registered professional engineer or architect in the State of North Dakota that the floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 11.3-2(B); and,

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

SECTION 11.2-2. DESIGNATION OF THE CITY ENGINEER

The City Engineer is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

SECTION 11.2-3. DUTIES AND RESPONSIBILITIES OF THE CITY ENGINEER

Duties of the City Engineer shall include, but not be limited to:

A. Permit Review

1. Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
2. Approve or deny all application for development permits required by adoption of this ordinance.
3. ~~2.~~ Review all development permits to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.
4. ~~3.~~ Review all development permits to determine if the proposed development is located in the

floodway. If located in the floodway, assure that the encroachment provisions of Section 11.3-3 ~~(E)~~ are met.

B. Use of Other Base Flood Data

~~1.~~ When base flood elevation data has not been provided in accordance with Section 11.1-6, BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS, the City Engineer shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available (known as best available data) from a federal, state, or other source, as criteria for requiring that new construction, substantial improvements, or other development in the floodplain are administered in accordance with Section 11.3-2, SPECIFIC STANDARDS.

C. Information to be Obtained and Maintained

1. Obtain and record the actual elevation (in ~~relation to mean sea level~~ the same datum (either NAVD88 or NGVD29) as the FIRM) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
2. For all new or substantially improved floodproofed structures:
   a. obtain and record the actual elevation (in ~~relation to mean sea level~~ the same datum (either NAVD88 or NGVD29) as the FIRM) to which the structure has been floodproofed;
   b. maintain the floodproofing certifications required in Section 11.2-1(C).
3. Maintain for public inspection all records pertaining to the provisions of this ordinance.

D. Alteration of Watercourses

The City Engineer shall:

1. Notify nearby communities, water resource districts, and the North Dakota ~~State Engineer~~ Department of Water Resources, as necessary, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
2. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished; and,
3. Notify the appropriate water resource district prior to removal or placement of fill within two hundred feet of the bank of a body of water during normal flow or stage.

E. Interpretation of Flood Insurance Rate Map (FIRM) Boundaries

~~1.~~ Make interpretation where needed, as to the exact location of the boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 11.5-1.

F. Encroachment Analysis

When a regulatory floodway has not been designated, the City Engineer shall require that no new construction, substantial improvement, or other development, including fill, be permitted within special flood hazard areas unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the base flood elevation more than one foot at any point within the community.

Development that would result in an increase in the base flood elevation of more than one foot may only be permitted in accordance with the provisions of 44 CFR Chapter 1, Section 65.12 of the National Flood Insurance regulations, following approval of a Conditional Letter of Map Revision (CLOMR) by the Federal Emergency Management Agency (FEMA).

Chapter 11.3. – Provisions for Flood Hazard Reduction

SECTION 11.3-1. GENERAL STANDARDS

In all special flood hazard areas the following standards are required:

A. ***Anchoring***

1. All new construction and substantial improvements, including additions, shall be anchored to prevent flotation, collapse, or lateral movement of the structure and shall be capable of resisting the hydrostatic and hydrodynamic loads.
2. All manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
3. All additions to manufactured homes shall be similarly anchored.

B. ***Construction Materials and Methods***

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding and shall be installed at least one foot above the Base Flood Elevation.

C. ***Utilities***

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
3. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding. All tanks must be watertight and all access openings must be at least one foot above the Base Flood Elevation.

D. *Subdivision Proposals*

1. All subdivision proposals shall be consistent with the need to minimize flood damage;
2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and,
4. Base Flood Elevation data shall be provided for subdivision proposals and other proposed development which contain at least 50 lots or 5 acres (whichever is less).

SECTION 11.3-2. SPECIFIC STANDARDS

In all special flood hazard areas where base flood elevation data have been provided as set forth in Section 11.1-6, BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS, or Section 11.2-~~2~~3(B), Use of Other Base Flood Data, the following provisions are required:

A. *Residential Construction*

New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, and attendant utilities elevated ~~on fill~~ to at least one foot above the Base Flood Elevation.

B. Nonresidential Construction

Construction and substantial improvement of any nonresidential structure shall either have the lowest floor, including basement, elevated ~~on fill~~ to at least one foot above the Base Flood Elevation or, together with attendant utility and sanitary facilities shall:

1. Be floodproofed to at least two feet above the Base Flood Elevation, so that below this elevation the structure is watertight with walls substantially impermeable to the passage of water.
2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
3. Be certified by a registered professional engineer or architect in the State of North Dakota that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 11.2-~~2~~3(C)(2).

C. Manufactured Homes

1. Manufactured homes shall be anchored in accordance with Section 11.3-1(A)(2).
2. ~~All manufactured homes or those to be substantially improved shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated on fill to at least one foot above the Base Flood Elevation, and is securely anchored to an adequately anchored foundation system as hereinabove provided~~. Require all manufactured homes placed or substantially improved within special flood hazard areas on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision which has incurred substantial damage, be elevated on

a permanent foundation so the lowest floor of the manufactured home is elevated on fill to at least one foot above the Base Flood Elevation and be securely anchored to an adequately anchored foundation system as hereinabove provided.

3. Require that manufactured homes placed or substantially approved on sites in an existing manufactured home park or subdivision within special flood hazard areas not subject to other requirements of this section be elevated so that either:

   a. the lowest floor of the manufactured home is one foot above the base flood elevation, or

   b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36" in height above grade and be securely anchored to an adequately anchored foundation system as hereinabove provided.

D. Recreational Vehicles

In special flood hazard areas, all recreational vehicles to be placed on a site must:

1. Be elevated and anchored to meet the requirements in Section 11.3-2(C); OR
2. Be on the site for less than 180 consecutive days; AND
3. Be fully licensed and highway ready.

SECTION 11.3-3. FLOODWAYS

Located within the special flood hazard areas established in Section 11.1-6 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Any increase, as is used in this section, means any modeled impact greater than 0,00 feet.
2. If Section 11.3-3(1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Chapter 11.3, Provisions for Flood Hazard Reduction.
3. Under the provision of 44 CFR Section 65.12 of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

SECTION 11.3-4. ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting

this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than one foot above grade.
3. ~~2.~~ Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they allow the automatic entry and exit of floodwaters.

Chapter 11.4. – Enforcement and Compliance Mechanisms

SECTION 11.4-1. PENALTIES FOR VIOLATIONS

A. The penalty for violating any of the provisions of this ~~chapter~~ ordinance or failure to comply with any of its requirements, including violations on conditions and safeguards established in connection with grants or variances or conditional uses, shall be as prescribed in Section 1-8 of the City of Minot Code of Ordinances. Each day such violation continues shall be considered a separate offense.

B. Nothing herein contained shall prevent the City of Minot from taking such other lawful action as is necessary to prevent or remedy any violation.

Chapter 11.5. – Miscellaneous

SECTION 11.5-1. VARIANCE PROCEDURE

A. *Appeal Board*

1. The Planning Commission as established by the Minot City Council shall hear and decide appeals and requests for variances from the requirements of this ~~chapter~~ ordinance.
2. Any application for a variance under this ~~chapter~~ ordinance shall be made in writing and shall address all technical evaluations, all relevant factors, and standards specified in other sections of this ordinance, including, but not limited to, the considerations provided in 11.5-1(A)(5) and 11.5- 1(B).
3. ~~Appeals,~~ The Planning Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the City Engineer in the enforcement or administration of this ~~chapter~~ ordinance, pursuant to Section 9.1-9.
4. Those aggrieved by the decision of the Planning Commission, or any taxpayer, relating to requests for variances under this ~~chapter~~ ordinance may appeal such decision, pursuant to Section 9.1-9. Any person aggrieved by the final decision of the Minot City Council under this ~~chapter~~ ordinance may appeal such decision to the North Dakota ~~d~~District ~~c~~Court in Ward County pursuant to law, as provided in NDCC Section 40-47-11.
5. In deciding upon such variance applications, the Planning Commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance; and:

a. the danger that materials may be swept onto other lands to the injury of others;

b. the danger to life and property due to flooding or erosion damage;

c. the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

d. the importance of the services provided by the proposed facility to the community;

e. the necessity to the facility of a waterfront location, where applicable;

f. the availability of alternative locations, for the proposed use which are not subject to flooding or erosion damage;

g. the compatibility of the proposed use with existing and anticipated development;

h. the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

i. the safety of access to the property in times of flood for ordinary and emergency vehicles;

j. the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

k. the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

6. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (a-k) in Section 11.5-1(A)(5) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

7. Upon consideration of the factors of Section 11.5-1(A)(5) and the purposes of this ordinance, the Planning Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

8. The City Engineer shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

B. Conditions for Variances

1. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic~~al~~ Places or the State Inventory of Historic~~al~~ Places, without regard to the procedures set forth in the remainder of this section.

2. Variances shall not be issued within the identified floodplain if any increase in flood levels during the base flood discharge would result.

3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4. Variances shall only be issued upon:

   a. a showing of good and sufficient cause;

   b. a determination that failure to grant the variance would result in exceptional hardship to the

applicant; and,

c. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, cause fraud on or victimization of the public as identified in Section 11.5-1(A)(5), or conflict with existing local laws or ordinances.

5. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Chapter 11.6. – Definitions

For the purpose of this ~~chapter~~ ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Appeal means a request for a review of the City Engineer's interpretation of any provision of this ordinance or a request for a variance.

~~Area of jurisdiction shall mean the area within the corporate limits of the city, and any area in which the city has statutory planning and zoning authority.~~

Base flood or 100-year flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) means the height of the base flood or 100-year flood usually in feet ~~above mean sea level~~ measured in the same datum (either NAVD88 or NGVD 29) as the FIRM.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Best Available Data (BAD) means water elevation information from any source used to estimate or determine a base flood elevation (i.e. high water mark).

Community means any political subdivision that has the authority to zone, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Conveyance or hydraulic conveyance means a geometric characteristic of a river or watercourse at a given point that determines the flow-carrying capacity at that point.

Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the special flood hazard area.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood Insurance Rate Map (FIRM) means the official map issued by the Federal Emergency Management Agency where special flood hazard areas are designated as Zone A, AE, AO, AH, A1-A30 or A-99.

Flood Insurance Study (FIS) means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, and the water surface elevation of the base flood.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or; from the unusual and rapid accumulation or runoff of surface waters from any source.

Floodproofing (Dry) means protection provided a structure, together with attendant utilities and sanitary facilities, which is watertight two feet above the base flood elevation with walls that are substantially impermeable to the passage of water.

Floodway or regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Lowest floor means the lowest floor of a structure including the basement.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle~~,~~”, but does include “mobile home”.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

New construction means structures for which the "start of construction" commenced on or after the effective date of this ordinance.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Person means any person, firm, partnership, association, corporation, limited liability company, agency, or any other private or governmental organization, which includes any agency of the United States, a state agency, or any political subdivision of the state.

Reasonably safe from flooding means base flood waters will not inundate the land or damage structures, and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

Recreational vehicle means a vehicle which is:

1. built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;

3. designed to be self-propelled or permanently towable by a light duty truck;
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use; including, but not limited to travel trailers, trailers on wheels, park-model trailers, and other similar vehicles.

Special Flood Hazard Area (SFHA) means an area of land that would be inundated by a flood having a one percent chance of being equaled or exceeded in any given year.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Structure means a walled and roofed building, including manufactured homes and gas or liquid above-ground storage tanks.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the building to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

1. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by the community's floodplain management ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means only the channel and banks of an identifiable watercourse, and not the adjoining

floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel, except in the case of alluvial fans, where a channel is not typically defined. The definition of watercourse in NDCC Section 61-01-06 is not applicable in this ordinance.