

Public Notices

BELFIELD CITY COUNCIL December 08, 2009 City of Belfield City Council Meeting Unapproved

The meeting was called to order at 7:00 pm by Mayor Leo Schneider, with Council Members Sharon Dorval, Alantson Hurt, Ed Roller, and Harold Kubischta present. The agenda was approved (Dorval/Hurt) with no additions or deletions (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved the minutes (Hurt/Kubischta) of the November 03, 2009 City Council Meeting (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved the minutes (Dorval/Roller) of the November 19, 2009 Special City Council Meeting (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved (Hurt/Kubischta) the November 2009 Financial Statement as presented (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved the November 2009 Stark County Sheriff's report (Dorval/Roller) for \$2508.00 and clarification that the Adopt a Cop code on the billing indicates days that an officer met with school administration, teachers or students (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes).

ND WARN AGREEMENT: Consideration of the ND WARN Agreement was tabled pending a cost quote for liability from the city insurance carrier.

DECEMBER 2009 LANDFILL HOURS: The landfill will be open upon request during the winter months.

APPLICANT INTERVIEW: The applicant for the part time officer was unable to attend this interview. The city will advertise the part time position in The Dickinson Press, The Tribune and with Job Service.

2010 ANIMAL CONTROL CONTRACT: Approved the 2010 Contract for Services (Dorval/Roller) between Richard Schuhrke and the City of Belfield for a sum of \$2205.00. Schuhrke will catch and confine stray cats, dogs, skunks and raccoons within the municipal boundaries of the City of Belfield, exterminate and dispose of animals trapped or caught pursuant to city code, laws and regulations of the State of North Dakota and submit a written report to the Council detailing animals trapped/disposed of during each month (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes).

EMPLOYEE COST OF LIVING INCREASE: Approved a cost of living increase of 5% (Hurt/Kubischta) for part time and full time employees and a 5% increase for contract services effective January 01, 2010 (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes).

2010 RETAIL LIQUOR LICENSES AND SUNDAY OPENING PERMITS: Approved a 2010 Retail Liquor License for Randy Wolfgram DBA Mike's Bar (Roller/Kubischta) for Sundays in 2010 (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved a 2010 Retail Liquor License (Kubischta/Hurt) for Mitchell T. Gross DBA Roughrider Bar & Steakhouse (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved a Sunday Open Permit (Dorval/Roller) for Mitchell T. Gross DBA Roughrider Bar & Steakhouse for Sundays in 2010 (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved a 2010 Retail Liquor License (Hurt/Dorval) for Rendezvous Inc. DBA Rendezvous Lounge (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved a Sunday Open Permit (Dorval/Hurt) for Rendezvous Inc. DBA Rendezvous Lounge for Sundays in 2010 (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved a 2010 Retail Liquor License (Dorval/Kubischta) for Bruce Hest DBA Supapumper Inc. (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved a Sunday Open Permit (Roller/Hurt) for Bruce Hest DBA Supapumper Inc. for Sundays in 2010 (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved a 2010 Retail Liquor License (Dorval/Kubischta) for the Belfield American Legion Post 144 in the upper level of the Belfield Memorial Hall (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Approved a Sunday Open Permit (Hurt/Roller) for the Belfield American Legion Post 144 in the upper level of the Belfield Memorial Hall for Sundays in 2010 (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes).

REQUEST TO AMEND ZONING ON 5 ACRE TRACT OF LAND IN N1/2 OF SECTION 33, T149N, R99W: The Council approved a recommendation (Roller/Hurt) from the zoning board to amend the zoning on a five acre tract of land in the N1/2 of Section 33, T149N, R99W owned by Missouri Basin Well Service Inc. from Agriculture to Industrial (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes).

ND COWBOY HALL OF FAME MEMBERSHIP GIFT: Agreed to purchase a plaque (Roller/Dorval) from the ND Cowboy Hall of Fame Memorial Wall Program for \$250.00 (Dorval-Yes, Kubischta-Yes,

Roller-Yes, Schneider-Yes). Yes, Hurt-Yes. **EMPLOYEE BONUS:** The Council agreed (Dorval/Kubischta) to give full time employees a bonus of \$750.00 and part time employees a bonus of \$375.00 (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes).

2010 CITY ELECTION: Two councilman term of office and the mayor term of office will be placed on the 2010 City Election Ballot.

COMMITTEE REPORTS: Personnel: LeeRoy Roller requested vacation December 28th - 31st 2009. Cindy Ewoniuk requested vacation December 21st - 22nd 2009.

Police: The Council agreed (Kubischta/Hurt) to sign a contract law enforcement services agreement with Stark County reflecting a 10% increase effective January 01, 2010 (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Also agreed (Dorval/Hurt) to complete a grant application for the police department (Dorval-Yes, Hurt-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Officer Schmidt presented his work schedule for December and his daily log. Officer Schmidt was also directed to obtain estimates on a SUV for patrolling. Streets: Mayor Schneider will remind the contractor of the guard rails that need to be put up located at the bridge on Main Street.

Water/Sewer: Notification from Southwest Water Authority indicating water rates will increase by five cents in 2010 was reviewed. This five cent increase will be considered at the January 2010 City Council Meeting.

Refuse/Inert: The landfill is closed for the winter and will be available upon request.

Housing Authority: Kubischta updated the Council of the progress on the single family house being built in the Makaruk Addition.

Miscellaneous Correspondence: The Council reviewed the Animal Control Report.

Audit bills were reviewed and approved (Roller/Kubischta) after correcting an audit bill from Sharon Dorval from \$20.21 to \$38.28 (Dorval-Yes, Kubischta-Yes, Roller-Yes, Schneider-Yes). Heating audit bill from Belfield Plumbing & Heating audit bill \$1768.20, Kubischta-Yes, Roller-Yes, Schneider-Yes).

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Being no further business before the Council the meeting was adjourned at 8:05 pm (Kubischta/Hurt, unanimous). **ATTEST:** Leo Schneider, Mayor
Cindy Ewoniuk, Auditor
(Published December 16, 2009)

NOTICE BEFORE FORECLOSURE NOTICE

Pursuant to the provisions of the Federal Fair Debt Collection Practices Act, you are advised that unless you dispute the validity of the foregoing debt or any portion thereof within thirty days after receipt of this letter, we will assume the debt to be valid. On the other hand, if the debt or any portion thereof is disputed, we will obtain verification of the debt and will mail you a copy of such verification. You are also advised that upon your request within the thirty day period, we will provide you with the name and address of your original creditor, if different from the creditor referred to in this Notice. We are attempting to collect a debt and any information obtained will be used for that purpose.

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION
United Telephone Mutual Aid
Communications/Midcontinent
Interconnection Agreement
Application**

NOTICE OF OPPORTUNITY

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. However, if you fail to contact our office, our client may consider additional remedies to recover the balance due.

Richard D. Anheluk
7952 39th Street Southwest
Hebron, ND 58638
Occupant
7952 39th Street Southwest
Hebron, ND 58638
The title owners of the following described real property:
The West Half of the Northwest Quarter (W1/2NW1/4) and the East Half of the Northeast Quarter (E1/2NE1/4) of Section Twenty-four (24), Township One Hundred Thirty-nine (139) North, Range Ninety-one (91) West of the Fifth P.M., and a tract of land approximately 4.9 acres described as being all that portion of section Thirteen (13), Township One Hundred Thirty-nine (139) North, Range Ninety-one (91) West of the Fifth P.M., lying south of the East/West County Road between section Thirteen (13) and Twenty-four (24), in Township One Hundred Thirty-nine (139) North, Range Ninety-one (91) West of the Fifth P.M., all in Stark County, North Dakota, a/k/a 7952 39th Street Southwest, Hebron, ND 58638.

Notice is hereby given that that certain mortgage upon the above-described property, Richard D. Anheluk, Mortgagee, executed and Delivered to Community First National Bank, Mortgagee, dated August 16, 2004, and filed for record in the office of the Register of Deeds of the County of Stark and State of North Dakota, on the 19th day of September, 2004 at 3:17 o'clock P.M., as Document No. 3033297; which mortgage will be assigned to Community First National Bank, n/a Bank of the West by an Assignment of Mortgage, and which mortgage is being serviced by Standard Trust Deed Service Company, and given to secure the payment of \$62,326.05, and interest according to the conditions of a certain promissory note, is in default.

The following is a statement of the sum due for principal, interest, taxes, insurance, maintenance, etc., as of December 14, 2009:

Principal \$53,245.07
Escrow: \$5.28
Accrued interest to December 14, 2009 1,940.00
Late Charges 195.00
NSF Fees 0.00
Pro Rata MIP/PMI 0.00
Property Inspection 0.00
Property Maintenance 0.00
TOTAL \$55,374.79

That as of December 14, 2009, the amount due to cure any default, or to be due under the terms of the mortgage, exists in the following respects:

Owing: \$5,778.65
Principal & Interest: \$4,535.23
Late Charges: \$1,243.42
TOTAL: \$5,778.65
all of which must be paid by CERTIFIED FUNDS, MADE PAYABLE TO STANDARD TRUST DEED SERVICE COMPANY and mailed to the undersigned attorney to cure the default; plus any accrued interest, subsequent payments or late charges which become due and any further expenses for preservation of the property which may be advanced. PLEASE CONTACT THE UNDERSIGNED FOR THE EXACT AMOUNT DUE THROUGH A CERTAIN DATE.

You have the right, in accordance with the terms of the mortgage, to cure the default specified above. You also have the right to assert in the foreclosure action that no default exists or any other defense you may have to said action.

Notice is further given that if the total sums in default, together with interest accrued thereon at the time of such payment, accrued payments then due and expenses advanced, are not paid within thirty (30) days from the date of mailing or service of this Notice, the Mortgagee will deem the whole sum secured by the mortgage to be due and payable in full without further notice. Furthermore, proceedings will be commenced to foreclose such mortgage, and in the event of Sheriff's sale as provided by the laws of the State of North Dakota, the time for redemption shall be as provided by law, but not less than sixty (60) days after the Sheriff's Sale.

Dated November 16, 2009.
MACKOFF KELLOGG LAW FIRM
Attorneys for the Plaintiff
Office and Post Office Address:
38 Second Avenue East
Dickinson, North Dakota 58601
Tel: (701) 227-1841
Fax: (701) 225-6878
By: /s/ Bethany Abrams
Bethany Abrams, Attorney #06344

If you have previously received a discharge in a Chapter 7 bankruptcy, this is not an attempt to collect a debt against you personally, but only an attempt to determine your intention concerning retaining this property.
(Published December 2, 9 & 16, 2009)

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(Published December 2, 9 & 16, 2009)

**FOR COMMENT
December 10, 2009**
On November 19, 2009, United Telephone Mutual Aid Corporation (United) entered into an interconnection agreement with Midcontinent Communications (Midcontinent) pursuant to Section 251 of the Telecommunications Act of 1996 (Act). The agreement sets forth terms and conditions under which United provides interconnection services, local number portability, ancillary services and wholesale services for resale to Midcontinent. The agreement was filed with the Commission on December 2, 2009. On December 9, 2009, United filed a request for approval of the interconnection agreement in less than 90 days pursuant to 47 U.S.C. § 252(e)(1).

CERTIFICATE OF MINUTES RELATING TO STREET IMPROVEMENT DISTRICT NO. 2009-1

Issuer: City of South Heart, Stark County, North Dakota
Governing Body: City Council
Kind, Date, Time and Place of Meeting: A regular meeting held on the 5th day of October, 2009 at 7:00 o'clock p.m.
Members Present: Floyd Hurt, Quain Kudrna, Lori Wagner, Greg Krance and Chuck Andrus.

Documents attached: Minutes of said meeting (pages): 1
RESOLUTION RELATING TO STREET IMPROVEMENT DISTRICT NO. 2009-1 DECLARING THE IMPROVEMENT TO BE NECESSARY

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

Witness my hand officially as such recording officer this 5th day of October, 2009.

/s/ Renae Prais
Renae Prais, City Auditor

Councilman Kudrna introduced the following resolution and moved its adoption:
RESOLUTION RELATING TO STREET IMPROVEMENT DISTRICT NO. 2009-1 DECLARING THE IMPROVEMENT TO BE NECESSARY

BE IT RESOLVED, By the City Council of the City of South Heart, Stark County, North Dakota, as follows:
1. It is hereby found, determined and declared to be necessary and expedient for the City of South Heart to construct an improvement in and for Street Improvement District No. 2009-1 consisting of the grading, installation of asphalt paving, curbing and gutters, and incidental storm sewers, extensions of sewer and water lines and hookups, and other appurtenances, contrivances and structures used or useful for a street paving project in the City of South Heart, North Dakota, in accordance with and as described in the resolution creating said district adopted on the 5th day of October, 2009, and the plans and specifications for said improvements which have been or will be prepared by the engineer for said city, which resolution and plans and specifications, together with an estimate of the probable cost thereof, are now or will be on file in the Office of the City Auditor and are open to public inspection.

2. The cost of the improvement as specifically set forth in the resolution authorizing the issuance of the improvement warrant shall be paid by special assessments to be levied upon properties within said district in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

