

ZONING ORDINANCE OF HOMER TOWNSHIP  
STUTSMAN COUNTY, NORTH DAKOTA  
FEE SCHEDULE

Copies of the Zoning Ordinance of Homer Township \$35.00

Building Permit/Certificate of Compliance Fees:

New Construction

New Construction, Dwelling \$100.00  
New Construction, Accessory Building, exceeding 100 square feet \$50.00  
New Construction, Accessory Building, less than 100 square feet - No Permit Required

Building Alteration - Internal

Not Applicable - No Permit Required

Building Alteration - change the external dimensions of

Building Alteration, Dwelling \$40.00  
Building Alteration, Accessory Building, exceeding 100 square feet \$40.00  
Building Alteration, Accessory Building, less than 100 square feet - No Permit Required

Moving a Building

Moving a Building, Dwelling \$50.00  
Moving a Building, Accessory Building, exceeding 100 square feet \$40.00  
Moving a Building, Accessory Building, less than 100 square feet - No Permit Required

Fences

\$25.00

Application for a Conditionally Permitted Use

\$150.00

Variance Request

\$150.00

Application for Amendment

\$150.00

The last three (3) fees do not include costs for the hearings. A check for three hundred dollars (\$300) will be written by the applicant and held by the Zoning Administrator until all incurred costs are gathered, then the check will be cashed and the difference will be forwarded to the applicant.

Fees may be updated by the Board of Township Supervisors during each yearly zoning meeting.

Application No. \_\_\_\_\_  
Date \_\_\_\_\_

ZONING ORDINANCE OF HOMER TOWNSHIP  
STUTSMAN COUNTY, NORTH DAKOTA

APPLICATION FOR ZONING CERTIFICATE

APPLICANT:

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Box or Route \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

OWNER (If Other Than Applicant):

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Box or Route \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

LOCATION OF PROPERTY (Attach Separate Sheet if Necessary):

Legal Description: \_\_\_\_\_

PROPOSED USE (Check Appropriate Responses):

Dwelling  
Indicate Type:  Single Family  Mobile Home

Other  
Specify Type of Activity: \_\_\_\_\_

TYPE OF ACTION:  Build  Add To  Move

If Add To Or Move, Describe Proposed Work (Attach Sheet If Necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REASON FOR APPLICATION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Building, Complete The Following:

Main Structure Type _____	Accessory Structure Type _____
Length _____	Length _____
Width _____	Width _____
Height _____	Height _____

ESTIMATED COST OF PROPOSED WORK: \_\_\_\_\_

Permit No. \_\_\_\_\_

Date \_\_\_\_\_  
Application No. \_\_\_\_\_  
(Reference)

ZONING ORDINANCE OF HOMER TOWNSHIP  
STUTSMAN COUNTY, NORTH DAKOTA

BUILDING PERMIT

PERMISSION IS GRANTED TO:

TO: BUILD \_\_\_\_\_ EXPAND \_\_\_\_\_ MOVE \_\_\_\_\_ USE \_\_\_\_\_ OWNER

DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AT (LEGAL DESCRIPTION): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SEPTIC SEWER PERMIT (AFTER CONSTRUCTION)

No Sewage System Required \_\_\_\_\_ (Permit for Accessory Building or Fence)

\_\_\_\_\_  
Date Signature of Person Inspecting Sewage System, Company

BUILDING STANDARDS

\_\_\_\_\_  
Date Signature of Person Inspecting the Building, Company

ELECTRICAL STANDARDS

\_\_\_\_\_  
Date Signature of Person Inspecting Electrical Installation, Company

THIS BUILDING PERMIT, ISSUED ON THE BASIS OF APPROVED PLANS AS STATED IN THE ZONING CERTIFICATE APPLICATION FORM, AUTHORIZES ONLY THE USE, ARRANGEMENT, AND CONSTRUCTION SET FORTH IN SUCH APPROVED PLANS AND APPLICATIONS, AND NO OTHER USE, ARRANGEMENT OF CONSTRUCTION. ANY USE, ARRANGEMENT, OR CONSTRUCTION AT VARIANCE WITH THAT AUTHORIZED, SHALL BE DEEMED A VIOLATION OF THE ORDINANCE AND SUBJECT TO THOSE PENALTIES PRESCRIBED BY THE ORDINANCE AND/OR BUILDING PERMIT REVOCATION.

Permit No. \_\_\_\_\_  
Date \_\_\_\_\_  
Application No. \_\_\_\_\_  
(Reference)

ZONING ORDINANCE OF HOMER TOWNSHIP  
STUTSMAN COUNTY, NORTH DAKOTA

CERTIFICATE OF COMPLIANCE

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

ORIGINAL APPLICATION \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF ZONING ADMINISTRATOR \_\_\_\_\_

Application No. \_\_\_\_\_  
Date \_\_\_\_\_

ZONING ORDINANCE OF HOMER TOWNSHIP  
STUTSMAN COUNTY, NORTH DAKOTA

APPLICATION FOR A CONDITIONAL USE CERTIFICATE  
(Attach to Application for Zoning Certificate Form)

APPLICANT:

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

Box or Route \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

LOCATION OF PROPERTY (Attach Separate Sheet if Necessary):

Legal Description: \_\_\_\_\_

DETAILED DESCRIPTION OF PROPOSED USE: \_\_\_\_\_

(A SITE PLAN SHOWING THE LOCATION AND RELATIONSHIP OF ALL PROPOSED AND EXISTING  
STRUCTURES ON THE PROPERTY AND THEIR RELATIONSHIP TO SURROUNDING PROPERTIES  
MUST BE ATTACHED.)

I CERTIFY THAT THE INFORMATION HEREIN AND ATTACHED HERETO, TO MY BEST BELIEF  
AND KNOWLEDGE, IS TRUE AND CORRECT.

DATE \_\_\_\_\_ SIGNATURE OF APPLICANT \_\_\_\_\_

FOR USE BY TOWNSHIP ONLY

In reviewing the proposed conditional use, have the following conditions been  
met satisfactorily by the applicant?

1. That the uses, values and enjoyment of other property in the area shall be  
in no foreseeable manner impaired or diminished by the conditional use.  
AGREE \_\_\_\_\_ DISAGREE \_\_\_\_\_
2. That the conditional use will not be detrimental to or endanger the public  
health, safety, comfort or general welfare.  
AGREE \_\_\_\_\_ DISAGREE \_\_\_\_\_
3. That the conditional use will not impede the normal and orderly development  
and improvement of surrounding property for uses permitted in the district.  
AGREE \_\_\_\_\_ DISAGREE \_\_\_\_\_

Permit No. \_\_\_\_\_  
Date \_\_\_\_\_  
Application No. \_\_\_\_\_  
(Reference)

ZONING ORDINANCE OF HOMER TOWNSHIP  
STUTSMAN COUNTY, NORTH DAKOTA

CONDITIONAL USE CERTIFICATE

PERMISSION IS GRANTED TO:

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

TO (DESCRIBE PROPOSED USE): \_\_\_\_\_

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SPECIAL CONDITIONS THAT MUST BE MET BY APPLICANT (LIST):

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DATE \_\_\_\_\_ SIGNATURE OF CHAIRMAN TOWNSHIP BOARD \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE OF TOWNSHIP SUPERVISOR \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE OF TOWNSHIP SUPERVISOR \_\_\_\_\_

Request No. \_\_\_\_\_  
Date \_\_\_\_\_

ZONING ORDINANCE OF HOMER TOWNSHIP  
STUTSMAN COUNTY, NORTH DAKOTA

REQUEST FOR VARIANCE

APPLICANT:

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Box or Route \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

LOCATION OF PROPERTY (Attach Separate Sheet if Necessary):

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE THE VARIATION REQUESTED, GIVING DISTANCES WHERE APPROPRIATE.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR USE BY THE ZONING COMMISSION ONLY

The Homer Township Board of Supervisors shall base its findings on evidence presented in the application, comments received from adjacent property owners and the following conditions before it may approve a request for a variance:

1. That there are exceptional or extraordinary circumstances applying to the property in question or to the intended use of the property that do not apply generally to other properties or use in the same zoning district.  
AGREE \_\_\_\_\_ DISAGREE \_\_\_\_\_
2. That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same zoning district and in the vicinity.  
AGREE \_\_\_\_\_ DISAGREE \_\_\_\_\_
3. That the authorization of such variance will not be of substantial detriment to adjacent property and will not materially impair the purpose of the ordinance of the public interest.  
AGREE \_\_\_\_\_ DISAGREE \_\_\_\_\_

Permit No. \_\_\_\_\_  
Date \_\_\_\_\_  
Request No. \_\_\_\_\_  
(Reference) \_\_\_\_\_

ZONING ORDINANCE OF HOMER TOWNSHIP  
STUTSMAN COUNTY, NORTH DAKOTA

VARIANCE CERTIFICATE

PERMISSION IS GRANTED TO:

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ Box or Route \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

LOCATION OF PROPERTY (Attach Separate Sheet if Necessary):  
Legal Description: \_\_\_\_\_

THE VARIANCE IS FOR THE PURPOSE OF: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL CONDITIONS THAT MUST BE MET BY THE APPLICANT (LIST)

DATE \_\_\_\_\_ SIGNATURE OF CHAIRMAN TOWNSHIP BOARD \_\_\_\_\_  
DATE \_\_\_\_\_ SIGNATURE OF TOWNSHIP SUPERVISOR \_\_\_\_\_  
DATE \_\_\_\_\_ SIGNATURE OF TOWNSHIP SUPERVISOR \_\_\_\_\_

Agreement to Transfer Power or Function from Township to Stutsman County  
Animal Feeding Operation Zoning

## Parties

This agreement is entered into between Hornet Township and  
Stutsman County.

### Authority

Both entities are political subdivisions. A township has, under NDCC chapter 58-03 zoning authority inside the township (subject to some limitations such as federal, state, and municipal supremacy). Townships may, pursuant to Article VII §10 of the North Dakota Constitution, NDCC §11-33-20, and NDCC § 54-40.5-03 relinquish zoning authority, "or any portion thereof" to the county.

### Effective date

This agreement is effective on the date it is executed by the last signatory.

### Scope of Agreement NDCC § 54-40.5-03

Prior to this date, there has been little if any exercise of zoning authority in Stutsman County by either the County or the townships regulating animal feed lots. Events in the last decade, including the infamous EnviroPork<sup>1</sup> situation, prompted the appointment of the Zoning Work Group at the state level,<sup>2</sup> who drafted "A Model Zoning Ordinance for Animal Feeding Operations."<sup>3</sup> Counties were encouraged to consider adopting the model ordinance. Recognizing that the hundreds of individual townships across the state each have independent zoning authority, it was apparent that approaching uniform regulation even inside a single county would necessitate negotiation and agreements of the sort we now enter. This ordinance is not intended to take the place of either North Dakota Administrative Code chapter 33-16-03.1 "Control of Pollution from Animal Feeding Operations" or North Dakota Administrative Code chapter 33-15-16 "Restriction of Odorous Air Contaminants" but is intended as a supplement to those and other rules, regulations, and laws relative to this area.

#### Nature of power or function to be transferred

Under the provisions of NDCC § 11-33-20, a township may transfer any portion of its zoning authority to the county in which it is located. This agreement is designed to memorialize the

<sup>1</sup>EnviroPork <http://www.nrdc.org/water/pollution/factor/stnod.asp>

<sup>2</sup>See "History of the Development of a Model Zoning Ordinance for Animal Feeding Operations", North Dakota Department of Health, March 2000, <http://www.health.state.nd.us/wq/WasteWater/pubs/WasteWaterPublications.htm>

<sup>3</sup>“A Model Zoning Ordinance for Animal Feeding Operations”  
<http://www.health.state.nd.us/wq/WasteWater/pubs/WasteWaterPublications.htm>

30 relinquishment of zoning authority for animal feeding operations. The proposed animal feeding  
31 operations provisions have been published in the Jamestown Sun twice in February of 2005.  
32 They are being incorporated into a pre-existing Stutsman County Zoning Ordinance. After those  
33 publications, the Township moved and approved this relinquishment at a regularly scheduled and  
34 noticed meeting of the Township board.

35 The County, may after having received the Township's zoning authority over animal feeding  
36 operations, from time to time and in accord with the ordinary requirements of notice and  
37 comment amend or revise the County's zoning ordinance within the limits of the County's  
38 discretion. The animal feeding operation portions of the County's Zoning ordinance are, like the  
39 rest of the County's ordinance, intended to be subject to modification after satisfying the legal  
40 requirements of notice and opportunity to comment. See NDCC §§ 11-33-08 et seq.

#### 41 **Responsibility for administration**

42 The Stutsman County Zoning Administrator shall have day to day administration responsibility  
43 regarding the execution of the feed lot zoning provisions of the Stutsman County Zoning  
44 Ordinance. The Administrator will be assisted as indicated in the Ordinance, by the Stutsman  
45 County Sheriff and the Stutsman County State's Attorney. North Dakota Department of Health  
46 will continue to enforce their relative administrative code section requirements.

#### 47 **Affect on currently engaged employees**

48 Since this is a newly regulated subject matter, there are no Township or County employees  
49 presently engaging in enforcement or administration of it to which this relinquishment would  
50 apply.

#### 51 **Sale of property used to execute agreement**

52 Since this is a newly regulated subject matter, there are no Township or County properties  
53 presently supporting enforcement or administration of it to which this relinquishment would  
54 apply.

#### 55 **Method of financing and maintenance of a budget**

56 County will raise revenue necessary for administration and enforcement of this subject matter  
57 area through its ordinary channels of revenue production. If circumstances give rise to  
58 extraordinary revenue needs, the County may use its authorized methods of collection to raise  
59 revenues needed to facilitate the other than ordinary enforcement and or administration needed.

#### 60 **Term**

61 This agreement expires on the 31<sup>st</sup> of March 2006. Generally, the term of the agreement is one  
62 year. In the first "year", the term is from the date of execution to the 31<sup>st</sup> of March 2006, a period  
63 that may be a few weeks greater or a few weeks less than a year.

#### 64 **Renewal**

65 This agreement is self renewing. Unless the agreement is terminated or modified as provided

66 below or the relinquishment of authority is revoked as provided below, the agreement renews  
67 automatically on the 1<sup>st</sup> of April 2006 and the 1<sup>st</sup> of April of each following year.

68 **Termination and Revocation of relinquishment NDCC § 54-40.5-04**

69 The Township may revoke this relinquishment by the following methods.

- 70 1. 60 days after the Township delivers to the State's Attorney and the Zoning Administrator  
71 a copy of the minutes of the Township Board's meeting demonstrating that the Township  
72 Board passed at a properly noticed open meeting of the Township Board a motion to  
73 revoke the relinquishment.
- 74 2. If both parties to this agreement desire the termination of this agreement to be effective in  
75 less than 60 days, and the conditions set out in 1 above regarding approval of a motion of  
76 the Township Board at a properly noticed open meeting have been satisfied, then the 60  
77 day notice required may be reduced.
- 78 3. If after the initial execution of this agreement the Township is dissolved and later  
79 reincorporated or reestablished, the revitalized board of township supervisors may, using  
80 the methods above, terminate the agreement.
- 81 4. If the Township is dissolved, the County may, but is not required to, return zoning  
82 authority to the electors an unincorporated or dissolved Township who approach the  
83 County Board with a petition signed by a simple majority of the electors residing in the  
84 previous territorial jurisdiction of the Township requesting return of animal feeding  
85 operation zoning authority.
- 86 5. If the County has undertaken administrative, criminal, or civil action against the owner  
87 and/or operator of an animal feeding operation by providing notice of commencement or  
88 intention to commence such an action to the operator and/or owner of an animal feeding  
89 operation, and the Township does, after that notice has been given to the owner and/or  
90 operator, propose to the County revocation of the Township's relinquishment of  
91 authority, the County has the authority to decline to return the authority to the Township  
92 until the action and any appeal period for it and any collateral actions stemming from it  
93 are completed.

94 The County, may terminate this agreement by giving 60 days advanced written notice. Prior to  
95 giving that notice the County Board must have approved of a motion to terminate this agreement,  
96 and passed that motion at a properly noticed open meeting. The Board must provide written  
97 notice of that motion (via the minutes of the meeting) to the Chairman of the Township along  
98 with a clear statement of a desire to terminate. Termination is effective 60 days after mailing  
99 qualifying notice to the Township's Chairman. If both parties to this agreement desire the  
100 termination of this agreement to be effective in less than 60 days, and the conditions set out in  
101 this paragraph regarding approval of a motion of the County Board at a properly noticed open  
102 meeting have been satisfied, then the 60 day notice required may be reduced.

103 **Modification**

104 This agreement may be modified or amended by a method of equal dignities to this agreement.  
105 The parties hereto, may execute a modified agreement, or addendums hereto.

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### Severability

If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remainder shall not be affected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

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### Assignment or Subcontracting

Should the County deem it necessary to hire or contract to assist the County or its officials in the administration or enforcement of the zoning authority relinquished here, it may do so.

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### Applicable law and venue

Actions brought relative to this agreement must be brought in the State's District court and filed in Stutsman County.

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### State's Attorney Represents County

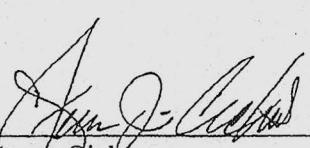
The State's Attorney has been engaged to advise the County on this matter and draft this agreement on behalf of the County Board as a service to the Township. Both parties understand that there is a remote possibility that the Township and the County might later develop opposing interests. Realizing that theoretical possibility, both parties have and do hereby signify that they understand that they waive any potential conflict in and consent to the further representation of their respective entity by the State's Attorney in general matters of zoning advice, including animal feeding operations. The parties hereto consent to the State's Attorney's provision of advice to the County Board, its officers, the Zoning Committee and the Township on the subject of zoning. The Township does understand and agree that if an action is brought by the Township against the County, or vice versa, or the Township seeks advice relative to bringing an action against the County, or visa versa, then the State's Attorney shall refrain from so advising the Township and represent the County, its officers, and the Zoning Commission in their official capacity; not as individuals.

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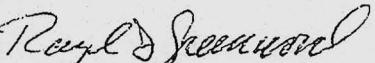
### Spoilation and Potential Claims

Township shall notify the State's Attorney of all potential claims which arise or result from this agreement. Township shall take reasonable steps to preserve any physical evidence or information that may be relevant to the circumstances surrounding a potential claim.

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By Steve Cichos  
As Chairman  
For Stutsman County Board of Commissioners

Dated: 5/4/05

  
Raymond J. Greenwood

By: RAYMOND J. GREENWOOD  
As Chairman  
For Horner Township's  
Board of Supervisors  
Dated: 4/5/05

## HOMER TOWNSHIP POLICY

October 24, 2006

HOMER Township will not be responsible for building any new roads inside the township boundaries including within the 1 – mile extraterritorial area. The township will not assume any maintenance for private roads.

If you are considering a new road in the township, please contact a supervisor for more details.

Ray D Greenwood  
Ray Greenwood

3/20/02  
Date

Vern Wegner  
Vern Wegner

3-20-07  
Date

Diane Carlson  
Diane Carlson

3-20-07  
Date

## HOMER TOWNSHIP POLICY

March 13, 2007

Specifications for construction of gravel roads on section lines in Homer Township.

Construction permit must be obtained from township board of supervisors. Before permit is issued, an engineered plan of the road must be presented. Included in the plan will be an agreement with the engineer for a final inspection of the road and a report to the township board after completion.

Roadbed width 24' minimum (30' if future upgrade is anticipated)

Inslope 3:1

Ditch bottom 8' wide and flat

Backslope 3:1

Subgrade should contain no organic material (sod) or topsoil

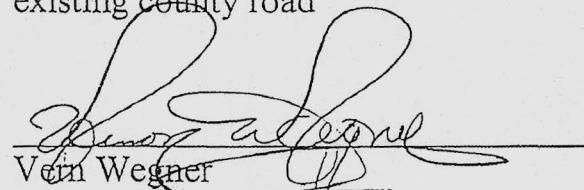
Gravel spread at 600 yd/mile in 2 application of 300 yds each with interval between

Culvert size to be 18" minimum (engineer for volume of flow)

Overlay above culvert to be 12" minimum

Total height for the road to be 4' (from top of inslope to bottom of ditch)

Permit will be required from county if new road will connect with an existing county road



Vern Wegner

03-20-07  
Date

Diane Carlson  
Diane Carlson

3-20-07

Date

Raymond Greenwood  
Ray Greenwood

7/20/07

Date

1                   Agreement to Transfer Power or Function from Township to Stutsman County  
2                   Wind Turbine Zoning

3                   **Parties**

4                   This agreement is entered into between Homer Township ("Township")  
5                   and Stutsman County ("County").

6                   **Authority**

7                   The Township and County are political subdivisions of the State of North Dakota. Chapter 58-  
8                   03 of the North Dakota Century Code gives zoning authority within the Township to the board of  
9                   township supervisors (subject to limitations such as federal, state, and municipal supremacy).  
10                  NDCC Chapter 11-33 gives zoning authority within the County to the County board of  
11                  commissioners, but such authority is subject to and limited by the Township's zoning authority.  
12                  NDCC §11-33-20 authorizes the board of township supervisors to relinquish Township's zoning  
13                  authority or any portion thereof to the County in which its located. Article VII, §10 of the North  
14                  Dakota Constitution and NDCC § 54-40.5-03 authorize the County and Township to enter into  
15                  agreements to transfer powers or functions of the Township to the County.

16                  **Effective date**

17                  This agreement is effective on the date it is executed by the last signatory.

18                  **SCOPE OF AGREEMENT NDCC § 54-40.5-03**

19                  The purpose of this agreement is to effect the transfer of only that portion of the Township's  
20                  zoning authority, and its legal and administrative responsibilities for carrying out that portion of  
21                  the Township's zoning authority, relating to wind turbine zoning to the County.

22                  **Nature of power or function to be transferred**

23                  Under the provisions of NDCC § 11-33-20, a township may transfer any portion of its zoning  
24                  authority to the county in which it is located. This agreement is designed to memorialize the  
25                  relinquishment of zoning authority for wind turbine zoning the new sections of the Stutsman  
26                  County Zoning Ordinance pertaining to wind turbine zoning have been discussed at numerous  
27                  open meetings in 2009 and were eventually, after proper notice and opportunity to comment,  
28                  adopted by the Stutsman County Zoning Commission and the Stutsman County Board of  
29                  Commissioners. After those processes, the Township moved and approved this relinquishment  
30                  at a regularly scheduled meeting of the Township Board.

31                  The County may, after having received the Township's zoning authority over wind turbine  
32                  zoning, from time to time and in accord with the ordinary requirements of notice and comment,  
33                  amend or revise the County's zoning ordinance within the limits of the County's authority. The  
34                  wind turbine zoning portions of the County's Zoning Ordinance are, like the rest of the County's  
35                  ordinance, intended to be subject to modification after satisfying the legal requirements of notice  
36                  and comment. See NDCC § 11-33-08 et seq.

37                  **Responsibility for administration**

38 The Stutsman County Zoning Administrator shall have day to day administration responsibility  
39 regarding the execution of the Wind Turbine Ordinance. The Administrator will be assisted as  
40 indicated in the Ordinance, by the Stutsman County Sheriff and the Stutsman County State's  
41 Attorney. North Dakota Public Service Commission will continue to enforce their relative  
42 administrative code section requirements. Roles may change when state or federal law, rules or  
43 regulation dictate it.

44 **Affect on currently engaged employees**

45 Since this is a newly regulated subject matter, there are no Township or County employees  
46 presently engaging in enforcement or administration of it to which this relinquishment would  
47 apply.

48 **Sale of property used to execute agreement**

49 Since this is a newly regulated subject matter, there are no Township or County properties  
50 presently supporting enforcement or administration of it to which this relinquishment would  
51 apply.

52 **Method of financing and maintenance of a budget**

53 County will raise revenue necessary for administration and enforcement of this subject matter  
54 area through its ordinary channels of revenue production. If circumstances give rise to  
55 extraordinary revenue needs, the County may use its authorized methods of collection to raise  
56 revenues needed to facilitate the other than ordinary enforcement and or administration needed.

57 **Term**

58 This agreement expires on the 1<sup>st</sup> of December 2013. Generally, the term of the agreement is one  
59 year. In the first "year", the term is from the date of execution to the 1<sup>st</sup> of December 2013, a  
60 period that may be a few weeks less or a few weeks more than a year.

61 **Renewal**

62 This agreement is self renewing. Unless the agreement is terminated or modified as provided  
63 below or the relinquishment of authority is revoked as provided below, the agreement renews  
64 automatically on the 1<sup>st</sup> of December 2012 and the 1<sup>st</sup> of December of each following year.

65 **Termination and Revocation of relinquishment NDCC § 54-40.5-04**

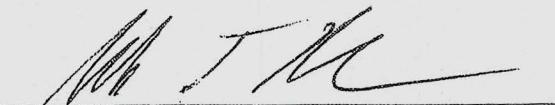
66 The Township may revoke this relinquishment by the following methods.

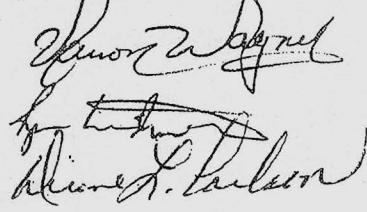
- 67 1. 60 days after the Township delivers to the State's Attorney and the Zoning Administrator  
68 a copy of the minutes of the Township Board's meeting demonstrating that the Township  
69 Board passed at a properly noticed open meeting of the Township Board a motion to  
70 revoke the relinquishment.
- 71 2. If both parties to this agreement desire the termination of this agreement to be effective in  
72 less than 60 days, and the conditions set out in 1 above regarding approval of a motion of  
73 the Township Board at a properly noticed open meeting have been satisfied, then the 60  
74 day notice required may be reduced.
- 75 3. If after the initial execution of this agreement the Township is dissolved and later

115 The State's Attorney has been engaged to advise the County on this matter and draft this  
116 agreement on behalf of the County Board. Both parties understand that there is a remote  
117 possibility that the Township and the County might later develop opposing interests. Realizing  
118 that theoretical possibility, both parties have and do hereby signify that they understand that they  
119 waive any potential conflict in and consent to the further representation of their respective entity  
120 by the State's Attorney in general matters of zoning advice, including but not limited to wind  
121 turbine zoning. The parties hereto consent to the State's Attorney's provision of advice to the  
122 County Board, its officers, the Zoning Committee and the Township on the subject of zoning.  
123 The Township does understand and agree that if a controversy arises between the Township and  
124 the County, or the Township seeks advice relative to bringing an action against the County, or  
125 visa versa, then the State's Attorney shall refrain from advising the Township and represent the  
126 County, its officers, and the Zoning Commission in their official capacity; not as individuals.

127 **Spoilation and Potential Claims**

128 Township shall notify the State's Attorney of all potential claims which arise or result from this  
129 agreement. Township shall take reasonable steps to preserve any physical evidence or  
130 information that may be relevant to the circumstances surrounding a potential claim.

131   
132 By Mark Klose  
133 As Chairman  
134 For Stutsman County Board of Commissioners  
135  
136 Dated: 10-26-12

By:  
As Chairman  
For HOMER Township's  
Board of Supervisors  
Dated: 10-26-12  


# HOMER TOWNSHIP

Update to current zoning ordinance November 22, 2024

Conditionally permitted uses pertaining to:

Electric transmission lines and associated construction.

Above ground electric transmission lines being installed, rated at one hundred, fifteen kilovolt amps and above, and/or in height of fifty feet and taller from surface of earth below, must avoid areas within twenty-six hundred and forty feet (804.7 meters) of an inhabited rural residence. This criterion only applies to above ground electric transmission lines, and does not rule over gas, oil, or water pipelines above the surface. The twenty six hundred and forty feet (804.7 meter) avoidance area criteria for an inhabited rural residence may be waived by the owner of the inhabited residence in writing, notarized by public notary, recorded with Homer Township and Stutsman County recorder.

Below ground transmission lines being installed, rated at one hundred, fifteen kilovolt amps and above, must avoid areas within five hundred feet (152.4 meters) of an inhabited rural residence.

This criterion only applies to electric transmission lines, and does not rule over gas, oil, or water pipelines below the surface. The five hundred feet (152.4 meters) avoidance area criteria for an inhabited rural residence may be waived by the owner of the inhabited residence in writing notarized by public notary, recorded with Homer Township and Stutsman County recorder.

Design of electrical transmission projects must be presented to current township board officials with defined route, detailed build lay out of structures, and approval in writing of all landowners affected by proposed project in setback required areas along proposed route, ten (10) business days before building permit is requested from township. Additional permits may be required for construction equipment to use township roadways, to be considered with building permits

Sunay Wagner

Richie Larson

Donald Johnson

Date: 11-22-24