

CITY COMMISSION MEETING
VALLEY CITY, NORTH DAKOTA

Tuesday, January 20, 2026
5:00 PM

The City Commission Meeting will begin on Tuesday, January 20, 2026 at 5:00 PM CT, at the City Commission Chambers, 220 3rd St. NE, Valley City, ND.

The meeting is also available to view online <https://us06web.zoom.us/j/85106919956> or listen by calling (1 346 248 7799) Webinar ID: 851 0691 9956

Board of City Commissioners	Role	Department Supervisor	Role
Dave Carlsrud	President	Gwen Crawford	City Administrator
Michael Bishop	Commissioner	Carl Martineck	City Attorney
Duane Magnuson	Commissioner	Brenda Klein	Finance Director
Jeffrey Erickson	Commissioner	Brandy Johnson	Deputy Auditor
Dick Gulmon	Commissioner	Tina Drabus	City Assessor
		Scott Magnuson	Fire Chief
		Nick Horner	Police Chief
		KLJ/Moore	City Engineers

NEXT RESOLUTION NO. 2516NEXT ORDINANCE NO. 1187

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE (PLEASE STAND)

APPROVAL OF AGENDA (ROLL CALL VOTE NEEDED WHEN CHANGES MADE TO THE AGENDA)

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

CATHOLIC SCHOOLS WEEK PROCLAMATION

The week of January 25 through January 31, 2026 to be proclaimed Catholic Schools Week

APPROVAL OF CONSENT AGENDA

- A. Approve Minutes from the January 06, 2026 Commission Meeting
- B. Approve Monthly Reports from the Fire Chief, Electrical Superintendent, Building Inspector Finance Director and Municipal Judge.
- C. Approve Contractors License
 - a. WIR3D Electric
 - b. Mission Mechanical
- D. Approve House Movers License
 - a. Glaesman Moving
- E. Approve Special Event Permits
 - a. Sheyenne Valley FFA Chapter Raffle
 - b. Valley City Fire Department Raffle

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

PUBLIC COMMENTS

This portion of the meeting provides a limited public forum for Valley City residents, property owners and business owners to address the Board of City Commissioners on topics related to City business. Interested persons must submit a comment card with the individual’s name, address, and the topic to be commented upon. Non-residents must provide the address of the City of Valley City business the individual operates or works at or the address of real property which the individual owns within the City of Valley City. Comments cards must be provided to the meeting secretary and approved prior to speaking. Public comments are limited solely to business matters and concerns pertinent to the City.

The following rules apply to Public Comments:

- Limited to five minutes per speaker.
- Must not interfere with the orderly conduct of the meeting.
- Must not be defamatory, abusive, harassing, or unlawful.
- May be prohibited if an alternative procedure exists to bring that particular type of public comment before the City, the public comment includes confidential or exempt information, or the public comment is otherwise prohibited by law.

Submission of written comments: In lieu of speaking, a written comment may be delivered to the meeting secretary prior to the start of the meeting. Written comments are limited to two pages. Any member of the public seeking to comment without attending in person may submit written comments to tplecity@valleycity.us. Written comments hand delivered at the time of the meeting or emailed prior to 4:00 pm on the date of the meeting will be distributed to the Board for their information and maintained in City files. Written comments are not read aloud at the meeting.

ORDINANCE

ORD 1186, First reading of ordinance to amend and reenact Sections 22-01-03 and 22-01-04(2)(e) of the Valley City Municipal Code related to gaming application fees. *(City Attorney Martineck)*

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

RESOLUTION

RES 2513, A Resolution to Amend the Utility Rate Schedule. *(City Attorney Martineck)*

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

RES 2514, A Resolution Approving Conditional Use Permit – Lot 5 Block 32 Benson’s Addition – Daycare Home Occupation. *(City Attorney Martineck)*

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

RES 2515, A Resolution Approving Conditional Use Permit – Lot 5 Block 32 Benson’s Addition – Gunsmithing Business. *(City Attorney Martineck)*

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

RES 2516, A Resolution Authorizing the Issuance and Sale of \$1,500,000.00 Water Treatment Revenue Bond, Series 2026. *(Finance Director Klein)*

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

NEW BUSINESS

NB1. Approve Request for Funds for Small Projects by the VCBC Development Corporation in the amount of \$27,500 with funds sourced from city sales tax dedicated to economic development. *(Jennifer Feist)*

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

NB2. Approve Request for Funds for the Regional Technology Center by the VCBC Development Corporation in the amount of \$36,000 with funds sourced from city sales tax dedicated to economic development. *(Jennifer Feist)*

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

NB3. Approve Request for Funds for Single Family Home Buyer Assistance Program by the VCBC Development Corporation in the amount of \$160,000. *(Jennifer Feist)*

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

NB4. Approve Monthly Bills for the City and Public Works in the Amount of \$3,031,979. *(Finance Director Klein)*

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

NB5. Approve Vanguard Computer System Consolidated Extended Service Contract and Vanguard Service contract for the Assessor Web Site. *(City Assessor Drabus)*

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

NB6. Approve Public Works 2026 Capital and Operating Budgets. *(City Administrator Crawford)*

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

NB7. Approve depositories for City funds which meet the pledge of securities requirement. *(Finance Director Klein)*

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

NB8. Approve Agreement with NDDOT for Long-Term Temporary Highway Closure through December 31, 2027. *(Finance Director Klein)*

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

NB9. Approve Task Order for Construction Engineering Services for Northwest Area Water System Improvements – New Water Tower and Pressure Zone Modifications. *(City Engineer)*

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

NB10. Approve Amendment to Employee Policy and Procedure Manual Related to Comp Time. *(City Attorney Martineck)*

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

NB11. Consider Visitor Committee recommendation to approve the Image Enhancement Grant Application for Youth for Christ in the amount of \$1,284.07 located at 302 E. Main St. *(City Administrator Crawford)*

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

NB12. Consider Visitor Committee recommendation to approve the Image Enhancement Grant Application for Mobility Plus in the amount of \$7,500.00 located at 322 2nd St NW. *(City Administrator Crawford)*

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

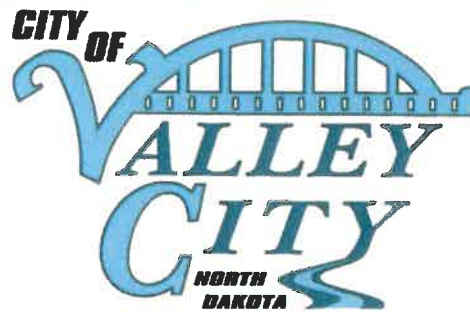
NB13. Approve Application for Commercial Improvement exemption – 322 2nd ST NW (*City Assessor Drabus*)

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

CITY ADMINISTRATOR’S REPORT

CITY UPDATES & COMMISSION REPORTS

ADJOURN



PROCLAMATION

CATHOLIC SCHOOLS WEEK

JANUARY 25 THROUGH JANUARY 31, 2026

WHEREAS, CATHOLIC SCHOOLS PLAY AN IMPORTANT ROLE IN OUR COMMUNITY BY FURNISHING OUR LEADERS OF TOMORROW WITH BASIC HUMAN, MORAL AND SPIRITUAL FOUNDATIONS; AND

WHEREAS, CATHOLIC SCHOOLS STRENGTHEN THE COMMUNITY AND NATION BY KEEPING VIABLE THE RIGHT TO FREEDOM OF RELIGION UNDER LAW; AND

WHEREAS, CATHOLIC EDUCATION IS INTENDED TO FULFILL A THREEFOLD PURPOSE OF MESSAGE, COMMUNITY AND SERVICE; AND

WHEREAS, CATHOLIC EDUCATION HAS DEMONSTRATED ITS ABILITY TO CONTRIBUTE TO THE CITY'S WELFARE BY RAISING LEVELS OF KNOWLEDGE, COMPETENCE AND EXPERIENCE; AND

WHEREAS, THE NATIONAL CATHOLIC EDUCATIONAL ASSOCIATION, HAS DECLARED JANUARY 25 THROUGH JANUARY 31, 2026 AS THE CATHOLIC SCHOOLS WEEK WITH "CATHOLIC SCHOOLS: UNITED IN FAITH AND COMMUNITY." AS THE THEME FOR 2026.

**THEREFORE, I, DAVE CARLSRUD, PRESIDENT OF THE CITY OF VALLEY CITY COMMISSION, VALLEY CITY, NORTH DAKOTA, IN RECOGNITION OF, AND HEREBY DECLARE
JANUARY 25 THROUGH JANUARY 31, 2026 AS CATHOLIC SCHOOLS WEEK
IN VALLEY CITY, NORTH DAKOTA.**

DAVE CARLSRUD, MAYOR

JANUARY 20, 2026

CITY COMMISSION MEETING
VALLEY CITY, NORTH DAKOTA

Tuesday, January 06, 2025
5:00 PM

President Carlsrud called the meeting to order at 5:00 PM.
Members present: President Carlsrud, Commissioner Gulmon, Commissioner Bishop, Commissioner Erickson, Commissioner Magnuson, City Administrator Crawford, City Attorney Martineck, Finance Director Klein

PLEDGE OF ALLEGIANCE
OATH OF OFFICE FOR POLICE OFFICER GEORGIA MAGEO
APPROVAL OF AGENDA

Remove New Business 4, Approve Public Works Capital and Operations Budgets, and move to January 20, 2026 Commission Meeting
Add New Business 5, Appoint City Commission Representative to Valley City Barnes County Development Corporation Board

Add approval to consent agenda for Special Event permit for VCSU Foundation
Motion to approve by Commissioner Bishop, seconded by Commissioner Erickson
Roll Call: Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Erickson-Yes; Carlsrud-Yes Motion Passed

Add Resolution 2512 A Resolution to Amend the Master Fee Schedule
Motion to approve by Commissioner Bishop, seconded by Commissioner Erickson
Roll Call: Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Erickson-Yes; Carlsrud-Yes Motion Passed

- APPROVAL OF CONSENT AGENDA
A. Approve Minutes from the December 16, 2025 Commission and Finance Meetings.
B. Approve Tree Trimming License
 a. Kieffer Tree
C. Approve Special Event Raffle
 a. ND Hereford Association
 b. Student Nurse Organization
 c. VCSU Foundation - Volleyball

Motion to approve by Commissioner Gulmon, seconded by Commissioner Magnuson
Roll Call: Bishop-Yes; Magnuson-Yes; Erickson-Yes; Gulmon-Yes; Carlsrud-Yes Motion passed

ORDINANCE
Second and Final Reading of Ordinance 1185, An Ordinance to Amend and Reenact Sections 7.1-01-05, 8-06-08, and 12-05-03 of the Valley City Municipal Code Related to Administrative Fees for Noncompliance with City Orders.

Motion to approve by Commissioner Bishop, seconded by Commissioner Magnuson
Roll Call: Magnuson-Yes; Erickson-Yes; Gulmon-Yes; Bishop-Yes; Carlsrud-Yes Motion Passed

RESOLUTION
Approve Resolution 2510 A Resolution Approving Engineers Report and Directing Preparation of Detailed Plans, Specifications and Estimates of Probable Cost for Paving Improvement District No. 133.

Motion to approve by Commissioner Bishop, seconded by Commissioner Gulmon
Roll Call: Erickson-Yes; Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Carlsrud-Yes Motion Passed

Approve Resolution 2511 A Resolution Declaring the Necessity of Paving Improvement District No. 133.
Motion to approve by Commissioner Gulmon, seconded by Commissioner Bishop
Roll Call: Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Erickson-Yes; Carlsrud-Yes Motion Passed

Approve Resolution 2512 A Resolution to Amend the Master Fee Schedule.
Motion to approve by Commissioner Magnuson, seconded by Commissioner Gulmon
Roll Call: Magnuson-Yes; Erickson-Yes; Gulmon-Yes; Bishop-Yes; Carlsrud-Yes Motion Passed

NEW BUSINESS
Approve Task Order for Preliminary & Design Engineering for Permanent Flood Protection Phases 5 & 6.
Motion to approve by Commissioner Bishop, seconded by Commissioner Magnuson
Roll Call: Bishop-Yes; Magnuson-Yes; Erickson-Yes; Gulmon-Yes; Carlsrud-Yes Motion passed
Appoint Planning and Zoning Commissioner to Fill Unexpired Five-Year City Resident Term Ending December 31, 2029.

Brian Heath was appointed Planning and Zoning Commissioner.
Motion to approve by Commissioner Gulmon, seconded by Commissioner Erickson
Roll Call: Magnuson-Yes; Erickson-Yes; Gulmon-Yes; Bishop-Yes; Carlsrud-Yes Motion Passed
Approve Agreement with the Bank of North Dakota for \$1,500,000 Loan Funds for the 2026 Mill and Overlay Project.

Motion to approve by Commissioner Bishop, seconded by Commissioner Gulmon
Roll Call: Erickson-Yes; Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Carlsrud-Yes Motion Passed
Appoint City Commission Representative to Valley City Barnes County Development Corporation Board.
Commissioner Magnuson was appointed to be on the VC development Board in place of Commissioner Bishop.
Motion to approve by Commissioner Gulmon, seconded by Commissioner Bishop
Roll Call: Magnuson-Yes; Erickson-Yes; Gulmon-Yes; Bishop-Yes; Carlsrud-Yes Motion Passed

CITY ADMINISTRATOR’S REPORT

City Administrator Crawford gave update on progress of Public Works building

CITY UPDATES & COMMISSION REPORTS

City Assessor Drabus reported the Primary Tax Credit is available for home owners to apply for the 2026 Property Taxes. The Homestead Credit applications have been mailed out.

City Engineer Eslinger reported they sent out contracts for water tower project and received one back.

Commissioner Gulmon reported on Occupancy, Sales, and Food/Beverage Tax

ADJOURN

Meeting adjourned at 5:35pm

Attested to by:

Brenda Klein, Finance Director
City of Valley City

Dave Carlsrud, President of the
City of Valley City Commission

FIRE EXTINGUISHER REVENUE & EXPENSE

January - December 2025

Fire Extinguisher Sales 2025

<i>1st Qtr</i>	<i>2nd Qtr</i>	<i>3rd Qtr</i>	<i>4th Qtr</i>	2025 Yr-to-Date	Amount Budgeted- 2025	Variance of Budget	Percent of Budget
6,913.00	7,517.50	16,139.50	7,283.00	37,853.00	25,000.00	12,853.00	151.4%

Revenue Received:	34,396.72
Receivables:	3,456.28
TOTAL SALES:	37,853.00

Fire Extinguisher Expense 2025

<i>1st Qtr</i>	<i>2nd Qtr</i>	<i>3rd Qtr</i>	<i>4th Qtr</i>	2025 Yr-to-Date	Amount Budgeted- 2025	Remaining Budget	Percent of Budget Remaining
1,427.13	3,480.39	2,512.62	988.44	8,408.58	6,000.00	(2,408.58)	-40%

Revenue Less Expenses:	29,444.42
-------------------------------	------------------

Fire Extinguishers Sold:	
<i>Quantity</i>	<i>Type</i>
10	20 lb
24	10 lb
26	5 lb
20	2.5 lb
6	K
1	Halitron 5#
87	

Report from Nic Blevins – Midwest inspection Services

I have attached the year-over-year permit comparison. While total permit volumes were slightly lower, valuation increased significantly. New housing starts rose slightly this year as well.

	2025	Valuation	2024	Valuation	Permits % Change	Valuation % Change
Residential New	16	\$ 2,032,381.00	8	\$ 1,662,200.00	100%	22%
Residential Addition	5	\$ 147,500.00	3	\$ 21,050.00	67%	601%
Residential Renovation	30	\$ 265,782.00	33	\$ 364,779.00	-9%	-27%
Commercial New	0	\$ -	2	\$ 400,485.00	-100%	-100%
Commercial Addition	0	\$ -	0	\$ -	0%	0%
Commercial Renovation	6	\$ 396,257.00	14	\$ 1,238,660.00	-57%	-68%
Institutional New	3	\$ 25,802,000.00	1	\$ 312,279.00	200%	8162%
Institutional Addition	0	\$ -	2	\$ 14,480,000.00	-100%	-100%
Institutional Renovation	0	\$ -	0	\$ -	0%	0%
Total	60	\$ 28,643,920.00	63	\$ 18,479,453.00	-5%	55%
New Single Family Housing Units						
	2025	Valuation	2024	Valuation	Permits % Change	Permits % Change
New Single Family Homes	5	\$ 1,597,838.00	3	\$ 1,100,000.00	67%	45.3%

December Permits	2
Residential Deck	1
VCSU Athletics Complex (Full Permit)	1

Building Permit Report for the City of Valley City											
Year	# of Permits	BUILDER ESTIMATED COST									ANNUAL TOTALS
		Residential			Commercial			Institutional			
		New	Additions	Renovations	New	Additions	Renovations	New	Additions	Renovations	
2005	108	\$2,217,500	\$548,000	\$242,300	\$6,164,550	\$1,419,500	\$683,000	\$5,500	\$0	\$82,000	\$11,362,350
2006	78	\$3,814,400	\$397,400	\$112,000	\$2,962,100	\$1,860,000	\$627,500	\$900,000	\$0	\$0	\$10,673,400
2007	93	\$1,477,400	\$397,200	\$162,700	\$1,818,000	\$1,210,000	\$459,500	\$415,000	\$0	\$39,000	\$5,978,800
2008	91	\$2,524,400	\$396,500	\$386,021	\$2,145,209	\$216,359	\$75,000	\$5,175,000	\$0	\$706,000	\$11,624,489
2009	146	\$1,654,210	\$251,900	\$231,610	\$550,000	\$796,500	\$543,790	\$600,000	\$1,556,854	\$0	\$6,184,864
2010	122	\$1,070,980	\$159,300	\$161,150	\$1,307,000	\$361,300	\$189,500	\$145,260	\$950,000	\$3,262,030	\$7,606,520
2011	91	\$700,180	\$272,600	\$108,610	\$1,328,415	\$600,000	\$202,000	\$21,082,290	\$0	\$118,900	\$24,412,995
2012	140	\$2,939,528	\$200,000	\$134,630	\$1,626,500	\$249,200	\$1,153,300	\$239,000	\$0	\$269,570	\$6,811,728
2013	84	\$2,561,150	\$229,000	\$127,920	\$1,577,000	\$11,230,000	\$315,000	\$6,000	\$0	\$15,000	\$16,061,070
2014	131	\$5,653,316	\$124,555	\$276,623	\$6,591,454	\$152,000	\$871,000	\$1,138,110	\$384,500	\$3,061,755	\$18,253,313
2015	116	\$3,313,881	\$376,000	\$107,792	\$4,530,950	\$726,000	\$3,548,844	\$19,934,480	\$611,138	\$37,000	\$33,186,085
2016	110	\$2,037,385	\$282,357	\$296,186	\$10,946,261	\$2,530,000	\$1,104,230	\$12,057,000	\$11,195,855	\$0	\$40,449,274
2017	105	\$1,526,834	\$94,700	\$318,050	\$10,285,000	\$0	\$134,000	\$1,022,000	\$0	\$0	\$13,380,584
2018	83	\$2,133,900	\$93,000	\$421,000	\$1,453,000	\$362,000	\$250,000	\$48,709	\$0	\$173,704	\$4,935,313
2019	74	\$1,128,000	\$398,000	\$238,938	\$600,000	\$101,000	\$308,784	\$419,760	\$397,000	\$385,000	\$3,976,482
2020	84	\$4,079,416	\$105,000	\$211,267	\$27,609,321	\$0	\$1,702,000	\$16,431,244	\$0	\$194,500	\$50,332,748
2021	72	\$3,939,073	\$79,300	\$210,233	\$4,387,425	\$897,563	\$1,750,040	\$0	\$0	\$622,256	\$11,885,890
2022	73	\$4,074,736	\$47,800	\$270,875	\$607,300	\$0	\$1,326,235	\$0	\$0	\$175,000	\$6,501,946
2023	60	\$359,747	\$176,702	\$227,913	\$9,494,780	\$3,907,500	\$651,101	\$0	\$0	\$49,000	\$14,866,743
2024	63	\$1,662,200	\$21,050	\$364,779	\$400,000	\$0	\$1,238,661	\$312,279	\$14,480,000	\$0	\$18,481,056
2025	60	\$2,032,381.00	\$147,500.00	\$265,782.00	\$0.00	\$0.00	\$396,257.00	\$25,802,000.00	\$0.00	\$0.00	\$28,646,005
Total	1984	\$ 50,900,617.00	\$ 4,797,864.00	\$ 4,876,379.00	\$ 96,384,265.00	\$ 26,618,922.00	\$ 17,529,742.00	\$ 105,733,632.00	\$ 29,575,347.00	\$ 9,190,715.00	\$ 298,484,594.00
Average	94	\$ 2,678,979.84	\$ 252,519.16	\$ 256,651.53	\$ 5,072,856.05	\$ 1,400,995.89	\$ 922,618.00	\$ 5,564,928.00	\$ 1,556,597.21	\$ 483,721.84	\$ 15,709,715.47



MUNICIPAL COURT REPORT

For the period ~~November 2, 2025~~ through December 11, 2025
December cw

Total Administrative	\$ 2,510.00
Total Criminal, Bond and Application Fees	<u>\$2,665.00</u>
TOTAL ADMINISTRATIVE, CRIMINAL and BOND	<u>\$5,175.00</u>
(costs and attorney fees)	
Bond Return/Restitution/Transfer	
Bond Transfer	
VC2025CR51	<u>\$ 25.00</u>
Total	<u>\$ 25.00</u>
Restitution	
VC-2025-CR39	<u>\$ 75.00</u>
VC2025CR72	<u>\$500.00</u>
Total	<u>\$575.00</u>
Donations	
Admin Fees	\$ 565.00
Parking Tickets	\$ 00.00
Victim Witness Fee	\$ 50.00
Total money	\$6,39.00

STATE OF NORTH DAKOTA)

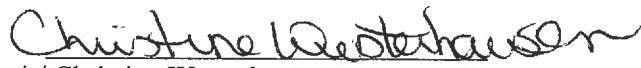
COUNTY OF BARNES)
CITY OF VALLEY CITY)

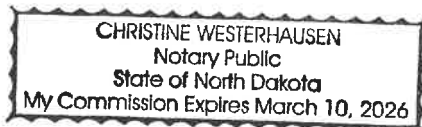
Thomas E. Goven, being duly sworn, says that he is MUNICIPAL JUDGE of the City of Valley City, County and State above, that the within contains a true report of all matters had before him on December 3, 2025, in which said City is party or is interested.


/s/ Thomas E. Goven

Subscribed and sworn to before me this 17th day of December 2025.

(Stamp)


/s/ Christine Westerhausen,
Notary Public
Barnes County, North Dakota



MUNICIPAL COURT REPORT
For the period December 12, 2025 through December 18, 2025

Total Administrative	\$ 1,430.00
Total Criminal, Bond and Application Fees	<u>\$ 900.00</u>
TOTAL ADMINISTRATIVE, CRIMINAL and BOND	<u>\$2,330.00</u>
(costs and attorney fees)	

Bond Return/Restitution/Transfer
Bond Transfer

Total **\$ 00.00**

Restitution

Total **\$ 00.00**

Donations

Admin Fees

\$ 175.00

Parking Tickets

\$ 00.00

Victim Witness Fee

\$ 00.00

Total money

\$2,505.00

STATE OF NORTH DAKOTA)
COUNTY OF BARNES)
CITY OF VALLEY CITY)

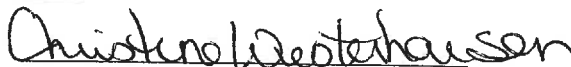
Thomas E. Goven, being duly sworn, says that he is MUNICIPAL JUDGE of the City of Valley City, County and State above, that the within contains a true report of all matters had before him on December 17, 2025, in which said City is party or is interested.



/s/ Thomas E. Goven

Subscribed and sworn to before me this 5th day of January, 2026.

(Stamp)



/s/ Christine Westerhausen,
Notary Public
Barnes County, North Dakota

CHRISTINE WESTERHAUSEN
Notary Public
State of North Dakota
My Commission Expires March 10, 2026

MUNICIPAL COURT REPORT

For the period December 19, 2025 through December 31, 2025

Total Administrative **\$ 872.00**

Total Criminal, Bond and Application Fees **\$ 250.00**

TOTAL ADMINISTRATIVE, CRIMINAL and BOND **\$1,122.00**
(costs and attorney fees)

Bond Return/Restitution/Transfer
Bond Transfer

Total **\$ 00.00**

Restitution

VC2023CR59 **\$100.00**

VC2024CR75 **\$ 15.00**

Total **\$115.00**

Donations

Admin Fees **\$ 00.00**

Parking Tickets

\$ 00.00

Victim Witness Fee **\$ 00.00**

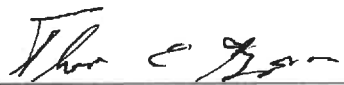
Total money **\$2,237.00**

STATE OF NORTH DAKOTA)

COUNTY OF BARNES)

CITY OF VALLEY CITY)

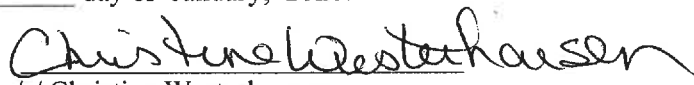
Thomas E. Goven, being duly sworn, says that he is MUNICIPAL JUDGE of the City of Valley City, County and State above, that the within contains a true report of all matters had before him on December 30, 2025, in which said City is party or is interested.



/s/ Thomas E. Goven

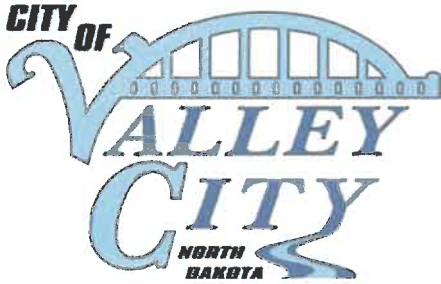
Subscribed and sworn to before me this 5th day of January, 2026.

(Stamp)



/s/ Christine Westerhausen,
Notary Public
Barnes County, North Dakota

CHRISTINE WESTERHAUSEN
Notary Public
State of North Dakota
My Commission Expires March 10, 2026



City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2025 – May 31, 2026

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: Wir3d Electric Incorporated
Owner: Joshua Holte
Mailing Address: PO Box 9054
City, State Zip Code: Fargo, ND 58106
Phone Number: 701-347-1972
Email Address: josh@wir3d-electric.com
Today's Date: 1/2/26

Type of License Applying For (check all that apply):

☐ Contractor ☒ Electrician ☐ Plumber ☐ Mechanical

State License Numbers (provide all that apply):

☐ Electrician ☐ Plumber ☐ Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

☒ Certificate of Liability Insurance, City of Valley City as certificate holder

☒ Current copy of State Electrician and/or Plumber License

☒ Current copy of State Contractor License,

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

_____.

LICENSE FEE: ☒ \$100 if initial application, make checks payable to City of Valley City
☐ \$50 if renewal application

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

Phone: (701) 845 – 1700
Email: tplecity@valleycity.us

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 49765

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **WIR3D ELECTRIC INCORPORATED** whose address is in FARGO, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

WIR3D ELECTRIC INCORPORATED is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 27, 2025

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe
Secretary of State

The North Dakota Secretary of State verifies that:

WIR3D ELECTRIC INCORPORATED

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2026 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 49765



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT
NAME: CLIENT CONTACT CENTERPHONE
(A/C, No, Ext): 888-333-4949FAX
(A/C, No): 507-446-4664E-MAIL
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURER B: FEDERATED RESERVE INSURANCE COMPANY

16024

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
WIR3D ELECTRIC INCORPORATED
PO BOX 9054
FARGO, ND 58106-9054

COVERAGES

CERTIFICATE NUMBER: 26

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A		COMMERCIAL GENERAL LIABILITY	Y	N	9103604	01/07/2026	01/07/2027	EACH OCCURRENCE	\$1,000,000	
		CLAIMS-MADE ☐ OCCUR ☒						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
	☒	BUSINESS OWNER'S LIABILITY						MED EXP (Any one person)		
								PERSONAL & ADV INJURY	\$1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	☒ POLICY ☐ PROJECT ☐ LOC	PRODUCTS & COM/OP ACC						\$2,000,000		
	OTHER:									
A		AUTOMOBILE LIABILITY	N	N	9103605	01/07/2026	01/07/2027	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	☒	ANY AUTO						BODILY INJURY (Per Person)		
	☐	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per Accident)		
	☐	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)		
	☐									
A	☒	UMBRELLA LIAB ☒ OCCUR	N	N	9103606	01/07/2026	01/07/2027	EACH OCCURRENCE	\$2,000,000	
	☐	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$2,000,000	
	☐	DED ☐ RETENTION								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A	N	9103604	01/07/2026	01/07/2027	☐ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐						E.L EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L DISEASE EA EMPLOYEE	\$1,000,000
									E.L DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED PAGE

CERTIFICATE HOLDER

CITY OF VALLEY CITY
254 2ND AVE NE
VALLEY CITY, ND 58072-3008

26 0

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED WIR3D ELECTRIC INCORPORATED PO BOX 9054 FARGO, ND 58106-9054
POLICY NUMBER SEE CERTIFICATE # 26.0		
CARRIER SEE CERTIFICATE # 26.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 26.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**SECONDARY POLICY(S)**

Workers Compensation

N/A N 1915139 01/07/2026 01/07/2027

WC STATUTORY LIMITS**YES**

E.L. EACH ACCIDENT

\$1,000,000

E.L. DISEASE-EA EMPL

\$1,000,000

E.L. DISEASE-POL LIMIT

\$1,000,000

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) ND

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

- A. Paragraph C. Who Is An Insured** is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

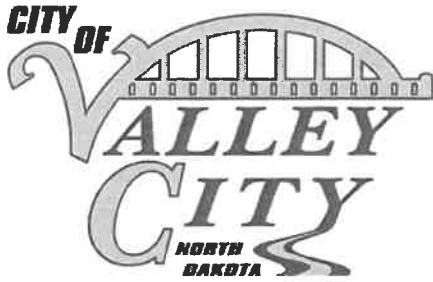
This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;
 2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
 3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or
 4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
- B. The Coverage** extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.
- In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. In the event** that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.
- D. Additional Exclusions**

The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;
2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or
3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.



City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2025 – May 31, 2026

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: Mission Mechanical
Owner: Brady Opheim
Mailing Address: 1816 4th Ave NW
City, State Zip Code: West Fargo, ND 58078
Phone Number: 701-478-3820
Email Address: brady@mission-mechanical.com
Today's Date: 1/12/26

Type of License Applying For (check all that apply):

 Contractor Electrician X Plumber X Mechanical

State License Numbers (provide all that apply):

 Electrician 1547 Plumber Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

 X Certificate of Liability Insurance, City of Valley City as certificate holder

 X Current copy of State Electrician and/or Plumber License

 X Current copy of State Contractor License,

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

_____.

LICENSE FEE: X \$100 if **initial application**, make checks payable to City of Valley City
 \$50 if **renewal application**

RETURN TO: Valley City Auditor
 220 3rd St. NE
 Valley City, ND 58072

Phone: (701) 845 – 1700
Email: tpolecity@valleycity.us

Pd 01.13.2026
CC -online

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 53426

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **MISSION MECHANICAL, INC.** whose address is in WEST FARGO, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

MISSION MECHANICAL, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 28, 2025

A handwritten signature in cursive script that reads "Michael Howe".

Michael Howe
Secretary of State

The North Dakota Secretary of State verifies that:

MISSION MECHANICAL, INC.

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2026 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 53426

NORTH DAKOTA STATE PLUMBING BOARD

License Holder: Brady Opheim

License Type: Plumber

License Level: Master

License No.: 1547

Issue Date: 02/09/2015

Valid Until: 12/31/2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh McLennan Agency
505 Broadway North, Suite 100
Fargo ND 58102

CONTACT
NAME: Jenaah Nyhof
PHONE (A/C, No, Ext): 701-237-3311 FAX (A/C, No): 701-232-4442
E-MAIL ADDRESS: Jenaah.Nyhof@MarshMMA.com

INSURED
Mission Mechanical Inc
1816 4th Ave NW, Unit A
West Fargo ND 58078

MISSMECHA1

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : UNITED FIRE AND CASUALTY COMPA	13021
INSURER B : EVANSTON INSURANCE COMPANY	35378
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 491587770**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		60496867	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ND StopGap Emg Liab \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		60496867	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		60496867	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Professional/Pollution Installation Floater Equipment Floater		MMAENV004544 60496867	10/1/2024 10/1/2025	10/1/2026 10/1/2026	\$2,000,000 Pollution Limit Leased/Rented Equip 1,000,000 Prof 350,000 265,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

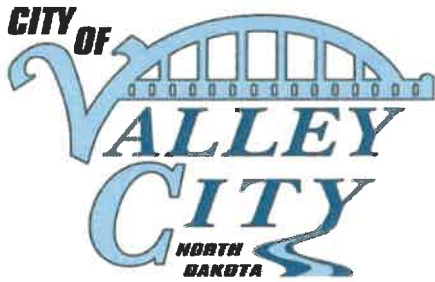
CERTIFICATE HOLDER**CANCELLATION**

City of Valley City
220 3rd St NE
Valley City ND 58072

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**City of Valley City, North Dakota
Application for
House Movers License**

FOR PERIOD: April 1, 2025 – March 31, 2026

The undersigned hereby makes application for a license permit to the Board of City Commissioners of the City of Valley City, North Dakota for house moving in Valley City, to move homes in Valley City, pursuant to the Title 8: Businesses & Occupations of the City of Valley City, and agrees to comply with the requirements of the Valley City Municipal Code.

Name of Business:

Glaesman Moving

Owner:

Dean Glaesman

Mailing Address:

Box 244

City, State Zip Code:

Lehr, ND 58460

Phone Number:

701-220-7602

Email Address:

deanmoving@gmail.com

Today's Date:

1-6-26

File the following with the City Auditor as part of this application:

✓

Certificate of Liability Insurance,

City of Valley City as Certificate Holder

e-mailed 01.08.2026

LICENSE FEE:

✓

\$100 initial license, make checks payable to City of Valley City

\$50 renewal license

Pd 1.6.2026

ck # 4323

RETURN TO:

Valley City Auditor

220 3rd St. NE

Valley City, ND 58072

Phone: (701) 845-1700

Email: jhintz@valleycity.us



DEANGLA-01

MMUNSTERMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maguire Agency 1970 Oakcrest Avenue, Suite 300 Roseville, MN 55113	CONTACT Melissa Munsterman	
	PHONE (A/C, No, Ext): (651) 635-2764	FAX (A/C, No): (651) 638-9762
INSURED Gleasman Moving, LLC Box 244 Lehr, ND 58460	E-MAIL ADDRESS: mmunsterman@maguireagency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Nova Casualty Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			MSMML10000085	5/28/2025	5/28/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PROJECT ☐ LOC						
	OTHER:						
A	☒ AUTOMOBILE LIABILITY			MSMML10000085	5/28/2025	5/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$
	☐ DED ☐ RETENTION \$						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N			N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Cargo			MSMML10000085	5/28/2025	5/28/2026	E.L. DISEASE - POLICY LIMIT \$
							ACV (\$10,000 Ded.) 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Valley City

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*Games to be conducted ☐ Raffle by a Political or Legislative District Party☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS**ORGANIZATION INFO**

Name of Organization or Group Sheyenne Valley FFA Chapter		Dates of Activity (Does not include dates for the sales of tickets) March 1st - April 15th, 2026	
Organization or Group Contact Person Becky Sundstrom	E-mail becky.sundstrom@k12.nd.us	Telephone Number 701-840-2094	
Business Address 801 Valley Ave SE	City Valley City	State ND	ZIP Code 58072
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Sheyenne Valley Area Career & Technology Center		County Barnes	
Site Physical Address 801 Valley Ave SE	City Valley City	State ND	ZIP Code 58072
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) April 15th 2026			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Grand Prizes	3 Winners at \$500	\$1500
Second Set Prizes	6 Winners at \$250	\$1500
Third Set Prizes	10 Winners at \$100	\$1000
Total (limit \$50,000 per year)		\$ 0.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds To fund our student FFA Chapter for competitions, travel, and lodging	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☐ No ☒ Yes - Total Retail Value: (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Becky Sundstrom	Telephone Number 701-840-2094	E-mail Address becky.sundstrom@k12.nd.us
Signature of Organization Group's Permit Organizer 	Title FFA Advisor	Date 1/6/2026



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Valley City Fire Department		Dates of Activity (Does not include dates for the sales of tickets) 21 March 2026	
Organization or Group Contact Person Scott Magnuson	E-mail smagnuson@valleycity.us	Telephone Number 7018401961	
Business Address 241 3rd Ave NE	City Valley City	State ND	ZIP Code 58072
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Valley City Eagles Club		County Barnes	
Site Physical Address 345 12 Ave NE	City Valley City	State ND	ZIP Code 58072
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 21 March 2026			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	\$400.00,\$200.00\$100.00,\$50.00,\$50.00,\$50.00,\$50.00,\$50.00,\$25.00,\$25.00.	\$1000.00
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Specialized equipment/ training	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☒ Yes ☐ No	

Printed Name of Organization Group's Permit Organizer Scott Magnuson	Telephone Number 7018401961	E-mail Address smagnuson@valleycity.us
Signature of Organization Group's Permit Organizer 	Title Fire Chief	Date 01/14/2026

ORDINANCE NO. 1186

An ordinance to amend and reenact Sections 22-01-03 and 22-01-04(2)(e) of the Valley City Municipal Code related to gaming application fees.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF VALLEY CITY, BARNES COUNTY, NORTH DAKOTA, PURSUANT TO THE HOME RULE CHARTER OF THE CITY OF VALLEY CITY, NORTH DAKOTA:

Section 1. Section 22-01-03 of the Valley City Municipal Code is amended and reenacted as follows:

Section 22-01-03. - Local gaming permits and restricted event permits.

Local gaming permits and restricted event permits shall be approved only for public-spirited organizations as determined in the sole discretion of the Board of City Commissioners. All public-spirited organizations applying for a local gaming permit or restricted event permit must adhere to all applicable North Dakota Century Code provisions and North Dakota Administrative Code provisions related to gaming permits. The fees required for an application under this section shall be determined by resolution of the Board of City Commissioners.

Section 2. Section 22-01-04(2)(e) of the Valley City Municipal Code is amended and reenacted as follows:

e. AnA application fee of \$100.00 for a first-time applicant or \$50.00 for a second or subsequent application to be determined by resolution of the Board of City Commissioners.

Section 3. Any ordinances of the City of Valley City which are in conflict with this ordinance are hereby repealed.

Section 4. Should any part of this ordinance be declared unconstitutional or invalid, the remaining portion thereof will remain in full force and effect.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after its final passage and approval.

Dave Carlsrud, President
Board of City Commissioners

ATTEST:

Brenda Klein, Finance Director

Introduction and First Reading: January 20, 2026
Second Reading, Final Passage, and Effective Date:

RESOLUTION NO. 2514

A RESOLUTION APPROVING CONDITIONAL USE PERMIT LOT 5, BLOCK 32, BENSON'S ADDITION TO CITY OF VALLEY CITY (CHILD CARE HOME OCCUPATION)

WHEREAS, an application was submitted to the Valley City Planning and Zoning Commission requesting a Conditional Use Permit (CUP) to operate a child care group home on the following residential parcel within the City of Valley City, North Dakota, pursuant to section 11-05-10 of the Valley City Municipal Code (V.C.M.C.):

Lot 5, Block 32, Benson's Addition to the City of Valley City.

and;

WHEREAS, the Planning and Zoning Commission, following a public hearing on January 13 2026, recommended approval of the CUP with conditions; and

WHEREAS, at the same hearing the Planning and Zoning Commission approved a Variance to allow the child care group home to maintain an enrollment in excess of the limits provided under V.C.M.C. § 11-05-08; and

WHEREAS, pursuant to V.C.M.C. § 11-07-02, if a CUP is granted, the Board of City Commissioners may impose any special conditions it considers necessary to protect the public health, safety and welfare and to achieve the purposes of the City Zoning Code.

THEREFORE, BE IT HEREBY RESOLVED, that the Board of City Commissioners of the City of Valley City, Barnes County, North Dakota, hereby approves the Conditional Use Permit for a child care group home on Lot 5, Block 32, Benson's Addition to the City of Valley City, North Dakota, with the following conditions:

1. The premises must be licensed by the State of North Dakota Department of Health and Human Services for operation of a child care group home, and in good standing.
2. The permit shall automatically terminate upon transfer of ownership in the premises by Alyssa and Elijah Holter.
3. Enrollment shall be limited to the maximum number of children allowed pursuant to state ratio limits for a child care group home with one caretaker.
4. The permit shall be subject to compliance with all other conditions of V.C.M.C. § 11-05-10.

Passed, adopted and approved this 20th day of January, 2026.

Dave Carlsrud, President
Board of City Commissioners

ATTEST:

Brenda Klein, Finance Director

Valley City Planning and Zoning APPLICATION

Procedures and submission requirements can be found in the Valley City Municipal Code. Application and fees must be submitted as soon as possible in order to allow sufficient time for publication of required public hearing notices. The Planning and Zoning Commission generally meets and holds public hearings the 2nd Tuesday of every month at 4pm. Additional fees will be assessed if it is determined a meeting is needed to be held outside of regularly scheduled meeting dates.

Please check all that apply and submit payment with application. This application may be utilized for more than one request or applicant may copy and attach a separate application for each item as needed.

☒ Variance (\$100) ☐ Zoning Map Amendment (Zone/Rezone) (\$200)
☐ Vacation of Street/Alley (\$150) ☒ Conditional Use Permit (\$200)
☐ Zoning Ordinance Text Amendment (\$200) ☐ PUD/PUD Amendment (\$200)
☐ Other: _____ (\$TBD)

Applicant Name: Elijah Holter Phone: 701-740-8076
Applicant Address: 648 3rd St SW
City, State, Zip: Valley City, ND, 58072 Email Address: elijah.holter22@gmail.com
Owner Name: Elijah Holter Phone: 701-740-8076
Owner Address: 648 3rd St SW
City, State, Zip: Valley City, ND, 58072 Email Address: elijah.holter22@gmail.com
Owner Authorization: _____ Date: _____
If the applicant is not the same as the owner, the owner must sign the application or submit a letter authorizing the applicant to proceed on behalf of the owner.

Physical Address of Property (if assigned): 648 3rd St SW Valley City, ND, 58072

Property Description (attach add'l sheet if necessary):

Parcel ID# 8252 Lot 5 Block 32 Subdivision B.W. Benson's Addition

Section _____ Twp _____ Range _____ Metes and Bounds: _____

Briefly describe the reason for request:

See attached document.

Applicant Signature: EJH Date: 11/17/25

The signature of the applicant and owner (or written permission of the owner) certifies that permission is granted by the owner to all authorized City personnel to enter the property for the purpose of review of this application. The applicant and owner further certify that all City Ordinances will be complied with and that the information given within this application as well as the plans submitted are in all respects true and correct to the best of my knowledge and belief.

VALLEY CITY USE ONLY:

Application and fees. Rec'd on date: _____ in the amount of \$ _____ Cash/Check

Application/Supporting documents deemed complete. Date: _____ Initials: _____

P&Z: Hearing Date _____ Approval: ☐ Yes ☐ Yes with conditions ☐ No

Publication Dates:

P&Z findings and recommendations sent to City Commission. Date: _____

City Commission: Hearing Date _____ Approval: ☐ Yes ☐ Yes with conditions ☐ No

Publication Dates:

Reason for Requesting Conditional Use Permit and Variance

1. Conditional Use Permit for Chosen Children Daycare LLC (In house)

We have been operating this daycare since September 2023. We are licensed by the state, and we also received some assistance from the Valley City - Barnes County Development Corporation because there was a shortage of childcare providers in Valley City. The economy has not been very supportive of childcare centers, so licensed in-home daycares have become vital across the state. We recently learned that a conditional permit is needed in order to operate a home daycare, but we run into an issue with Section 11-05-08. - Family child care.

“These early childhood services are provided for no more than seven children at any one time, except that the term includes a residence providing early childhood services to two additional school-age children during the two hours immediately before and after the school day and all day, except Saturday and Sunday, when school is not in session during the official school year.”

The Department of Health and Human Services has assessed our house and determined that we have enough space to care for a maximum of 16 children at one time. With our ‘Child Care **Group Home**’ license, each child is given a point number based on their age, and it is our responsibility to stay within ratio (less than 1.34 pts total, plus 1 additional pt per employee if applicable). To summarize, my wife watches up to 8-9 children at any given time (3 of which are our own) depending on their ages for the point system. We could watch up to 16 children if we hired an employee, but at this time we are not planning to do so. Due to the above referenced requirement, we are seeking a Variance to allow us to care for up to 16 children which would cover us in the future in the event of hiring an employee. If this is not allowed, we would still like a Variance to allow us to watch up to 9 children while still being compliant with the state ratio limits.

As the Code of Ordinances currently reads, there are considerations for Childcare Centers and for Family Daycare, but there are no considerations for Group Home licenses. Due to this, I have no option but to fall under the definition of a Family Daycare according to the city which limits our capacity. We were originally a Family Daycare, however the state gives Family Daycares an opportunity to be promoted to a Group License after one year of business. Furthermore, I realize that this particular city ordinance is likely in place to limit traffic in residential areas. However, there is not a direct correlation between how many kids are allowed in the daycare and how much traffic there will be. For instance, our 3 children are factored into our capacity. That means we only get to watch an additional 4-6 children depending on their ages. That means only 4-6 vehicles (or less in many cases because we watch siblings that come in the same vehicle) are coming to our house. This is much less traffic than a Home Daycare that has no children as residents which would have up to 7 vehicles dropping off and picking up each day.

2. Conditional Use Permit for Legacy Gunworks LLC (In garage)

I am starting a gunsmithing business in my garage. My family has been working this trade through several generations, hence the name Legacy Gunworks. I will primarily be completing firearm repairs, conducting transfers, and selling firearms/parts/accessories. I spent my life savings on a precision lathe for this business (this is a very quiet machine, a standard TV is much louder). I am registered as an LLC, I have my Sales and Use permit, and the last thing the ATF needs in order to issue my FFL is a letter from the city approving my business based on the zoning laws. However, I run into an issues with Section 11-05-10. - Home occupations, line 7.

“No home occupation shall be conducted in any accessory buildings except in the AG Agriculture Zoning District.”

Line 2 also reads *“The use of the dwelling unit for the home occupation is clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 25 percent of the floor area of the dwelling shall be used in the conduct of the home occupation.”*, however, I do not believe this is applicable since I am asking for a Variance to use an accessory building.

It is the dream of most Americans to be a business owner/entrepreneur. For the average American, this is too daunting to accomplish financially. I work full time at Healthy Food Ingredients here in Valley City. My goal with starting this business is to generate enough income (working evenings/weekends) to justify doing this full time within a few years of starting. At that time, I would look to purchase a building here in Valley City and be a brick and mortar business. Achieving that goal is only possible if I am able to grow my business in my garage while working full-time at HFI.

Section 11-07-07. - Appeals—Interpretation of regulations; zoning district boundary lines—Variances. Section 2, Line J states:

“j.No variances from the terms of this Zoning Ordinance shall be authorized unless all the following facts and conditions exist:

(i)That there are extraordinary or exceptional circumstances or conditions applying to the property in question or to the intended use of the property, that do not apply generally to other properties or classes of uses in the same zoning district, and that strict application of the Zoning Ordinance would deprive the applicant of reasonable use of the property. Factors to be considered include but are not limited to exceptionally irregular, narrow, shallow, or steep lots, or other exceptional physical, topographical, or geologic features.

(ii)That the alleged extraordinary or exceptional circumstances or conditions have not resulted from the actions of the applicant, and are not based solely on economic reasons.

(iii)That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same zoning district and in the same vicinity.

(iv) That the authorizing of such variance will not be of substantial detriment to adjacent property, and will not materially impair the purposes of this Zoning Ordinance or the public interest.

(v) No variance shall be authorized unless the Planning and Zoning Commission specifically finds that the condition, situation, or intended use of the subject property, is not so general or recurrent in a nature as to make reasonably practicable the formulation of a general regulation to cover such cases."

My responses to these items are as follows:

- (i) Physically, a house is not an appropriate place for a machine such as a lathe. It requires a 3-phase coverter (digital VFD or rotary converter), and installing conduit for this in a home is not practical. Having such a machine in a house is also not safe for children. I do not believe this Variance requirement is practical while appealing Section 11-05-10. - Home occupations, line 7.
- (ii) There are no conditions that have resulted from an action, rather Section 11-05-10. - Home occupations, line 7 prohibits the use of accessory buildings for Home Occupations.
- (iii) I am not aware of how running a business out of my garage would be necessary to preserve substantial property rights possessed by other properties in my zoning district or vicinity. I do not believe that this applies to my request for a variance.
- (iv) I have carefully assessed the impact my business would have on the neighborhood. It would not violate the requirements listed in Section 11-05-10. - Home occupations, Line 6.
- (v) I do believe that the soul purpose of Home Occupation regulations is to preserve the residential atmosphere in residential zoned areas. I would challenge that Section 11-05-10. - Home occupations, line 7 does not clearly achieve that goal. Why restrict the use of accessory buildings? I would be compliant with all other requirements in regard to preserving the residential atmosphere. There may be a need to develop an additional section or subsection in the Code of Ordinances to better describe what is or is not allowed in terms of accessory buildings being used for Home Occupation purposes. Is this requirement in place to prevent accessory buildings from dominating a residential area? If that is the case, a requirement for number/size of accessory buildings could be implemented. I am merely trying to make use of an accessory building that already exists.

I also realize that some might question the idea of having a daycare and a gunsmithing business on the same property, despite them being operated in separate buildings. We currently have firearms on display in our home, in locked cabinets, with ammo kept separate. This is compliant with state regulations for our daycare. We have a section in our contract that parents sign stating that firearms are present in the home. We truly believe in the safety of our daycare children and are dedicated to mitigating risks. We have a backyard that is fenced in. The entrance to the garage is outside of that fence by our parking pad in the alley. Daycare children never enter the garage (they cannot even get to the entrance), it is kept locked, and there are cameras/spotlights monitoring the entrance. No loaded firearms are allowed in my garage, in fact most gunsmiths

implement fines to prevent something like that from occurring in their business. I know of several gunsmiths in other cities/towns across the wonderful state of North Dakota that legally operate out of their garages.

In conclusion, we are a law-abiding family that would like to continue to serve the Valley City community, as well as partake in the local economy. We do not believe that either of these two businesses would have a detrimental impact on the neighborhood. If this appeal is to be denied, I would appreciate the opportunity to discuss the details of that decision in person.

Name: Elijah Holter

Date: 11/17/2025

Valley City Planning Commission – December 9, 2025 Agenda

Action Request: Conditional Use Permit and Variance

Applicant: Elijah Holter

Objective: Approve a conditional use permit for a family daycare business on a single-family residential lot in the R-2 District. Approve a variance to allow operation of the family daycare business for up to 9 children without an employee and up to 16 children with one employee.

Property Owner: Elijah Holter

Legal Description: Lot 5 Block 32 B.W Beason's Addition to the City of Valley City

Project Location: The property is located between 6th Avenue SW and 7th Avenue SW on the north side of 3rd Street SW.



Conditional Use Permit Analysis: The parcel involved in this conditional use permit request is zoned R-2 Two-Family Residential. The applicant and his wife currently operate a family daycare business out of their home and were unaware of the zoning requirement for a conditional use permit to do so. They are approved to do so by the North Dakota Department of Health and Human Services (DHHS) with a Child Care Group Home license. DHHS has assessed the residence and determined that there is enough space to care for a maximum of 9 children (including 3 of their own) depending on the ages of the children. They are approved by the DHHS to care for up to 16 children (depending on the ages of the children) if they have an employee.

The two definitions for daycares in the Valley City Zoning Ordinance are Family Day Care and Day Care – Adult and Child. (See below).

Day care, family: Occupied private residence, which serves fewer than eight children.

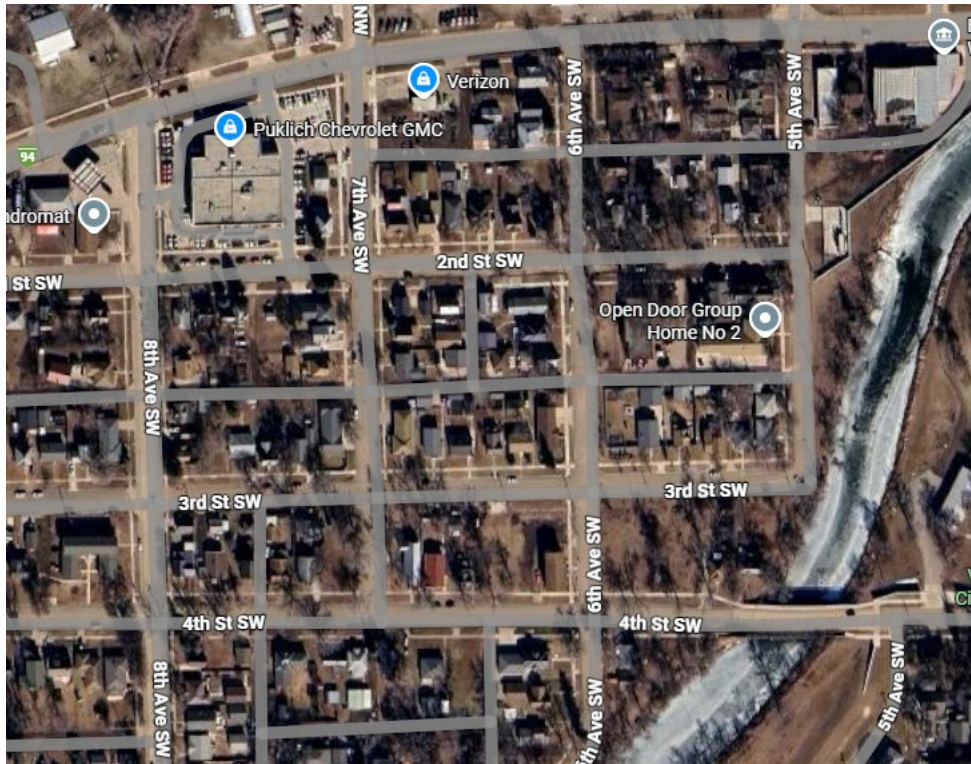
Day care, child: Substitute parental child care facility provided pursuant to N.D.C.C. Ch. 50-11 for eight or more children present, including sons, daughters, related children, and others. This definition includes:

- a. Child care provided in a kindergarten which has been established pursuant to N.D.C.C. Ch 15-45 or a non-public elementary school program established pursuant to N.D.C.C. Ch. 15-34.1.
- b. Child care provided to preschool age handicapped children in any educational facility through a program approved by the superintendent of public instruction.
- c. Child care provided in facilities operated in connection with a church, shopping center, business, or other establishment where children are cared for during periods of time not exceeding four continuous hours while the child's parent, guardian or custodian is attending church services, shopping or engaged in other activities, other than employment, on or near the premises.

Note the reference to N.D.C.C. Ch. 50-11 in the Day Care, Child definition. N.D.C.C. Ch. 50-11 is titled Foster Care Homes for Children and Adults. The definitions listed for this chapter of the Century Code all pertain to foster care. Note too, that one primary distinction between the two definitions seems to be the setting. The Day Care, Child definition of the Valley City zoning ordinance references settings for child care that happen outside of private residences. The Valley City zoning ordinance clearly contemplates Family Day Care services to operate out of a residence. Family child care is also regulated by **Section 11-05-08. - Family child care** which says "These early childhood services are provided for no more than seven children at any one time, except that the term includes a residence providing early childhood services to two additional school-age children during the two hours immediately before and after the school day and all day, except Saturday and Sunday, when school is not in session during the official school year."

Subsection 3, *Conditional Uses* of **Section 11-03-09. - R-2 Two-Family Residential District** lists both "day care – adult and child," and "family day care," as requiring conditional use permits in that district. The definition of a conditional use in the Valley City zoning ordinance is "a use which is permitted only through the issuance of a conditional use permit as provided by Section 11-07-02." **Section 11-07-02** notes that ensuring compatibility with other uses in a zoning district is a primary purpose of the conditional use permits. It further says that "the compatibility must be judged on the basis of the particular circumstances and may require the imposing of conditions." As with all zoning, the fundamental intent is to protect the public health, safety, and welfare.

Considerations that seem appropriate to consider for a daycare operating out of a residence in a residential zoning district include parking, traffic, child safety, noise, and neighborhood character. Unless raised at the public hearing, there are no known concerns about any of these considerations. The Planning and Zoning Commission should consider these and any other identified potential issues and consider recommending approval of the Conditional Use Permit with any conditions deemed appropriate to protect the public health, safety, and welfare. For a maximum of nine children including the three children of the caregiver, the maximum amount of additional traffic would be six vehicles during drop-off and pickup times. The likelihood of all six vehicles needing to be parked at the same time is small. The subject residence fronts on a local street (3rd Street SW) and as illustrated by the aerial photo on the following page, is at least a block away from the nearest major through streets (8th Avenue SW, 4th Street SW, and Main Street SW). Given the DHHS approval of a Child Care Group Home license for the Holter's at this location, it seems reasonable to accept that there are no child safety concerns. The external impacts of a daycare on noise levels and the neighborhood character are benign.



Findings of Fact:

1. A Conditional Use Permit for family daycare with appropriate conditions is allowed in the R-2 District.
2. Unless identified during the public hearing, there are no known concerns about traffic, parking, child safety, noise, and neighborhood character.
3. The ND Department of Health and Human Services has licensed the Holter's to operate a Child Care Group Home at their home for up to 9 children without an employee and up to 16 children with one employee.
4. Conditional use permits generally run with the land at a site given site conditions do not change, but the nature of the licensure process suggests that a conditional use for operating a day care at this site should be limited to the Holter's operation, and not extend to any proposed daycare to be operated by another party.

Recommended Motion:

Given that no concerns have been identified concerning the Holter's operation of a family day care at their current residence, it is recommended that a conditional use permit be approved with a condition to limit the permit to the Holter's operation as long as they are licensed by the DHHS to do so. A motion to approve the conditional use application could be worded as follows:

"Based on the findings of fact, and additional information provided at the public hearing, I move to approve the Holter's conditional use application to operate a family daycare at their residence at 648 3rd Street SW with the condition that such operation is allowed only as long as they maintain DHHS licensure."

Variance Analysis: As previously noted, the Holter's have a DHHS license to operate a Child Care Group Home at their residence without an employee for up to nine children and with an employee for up to 16 children. The license is for up to those numbers based on their ages. Younger children require a higher level of supervision and therefore reduce the numbers actually allowed by the license.

The definition of a family day care limits the number of children being cared for to seven. But **Section 11-05-08. - Family child care** appears to expand the number of children to nine when it is providing early childhood services for two additional school-age children "during the two hours immediately before and after the school day and all day, except Saturday and Sunday, when school is not in session during the official school year."

The Holter's are seeking a variance allow them to operate their Family Daycare for up to 9 children without the limitation of **Section 11-05-08. - Family child care** which requires that for two of the children the care can only happen "during the two hours immediately before and after the school day and all day, except Saturday and Sunday, when school is not in session during the official school year." And they are further seeking a variance that would allow them to operate their Family Daycare for up to 16 children with an employee.

Findings of Fact:

For this variance application to be approved, according to **VCMC Section 11-07-07 (2) Subsection j** all five criteria listed under it must be met.

The first criterion is that "there are extraordinary or exceptional circumstances or conditions applying to the property in question or to the intended use of the property, that do not apply generally to other properties or classes of uses in the same zoning district, and that strict application of the zoning ordinance would deprive the applicant of reasonable use of the property."

The applicant has provided a statement describing the exceptional circumstances that apply to their situation (see following paragraph), but these circumstances are generally applicable to other properties or classes of uses in the same zoning district.

Holter Statement: As the Code of Ordinances currently reads, there are considerations for Childcare Centers and for Family Daycare, but there are no considerations for Group Home licenses. Due to this, I have no option but to fall under the definition of a Family Daycare according to the city which limits our capacity. We were originally a Family Daycare, however the state gives Family Daycares an opportunity to be promoted to a Group License after one year of business. Furthermore, I realize that this particular city ordinance is likely in place to limit traffic in residential areas. However, there is not a direct correlation between how many kids are allowed in the daycare and how much traffic there will be. For instance, our 3 children are factored into our capacity. That means we only get to watch an additional 4-6 children depending on their ages. That means only 4-6 vehicles (or less in many cases because we watch siblings that come in the same vehicle) are coming to our house. This is much less traffic than a Home Daycare that has no children as residents which would have up to 7 vehicles dropping off and picking up each day.

The second criterion is that “the alleged extraordinary or exceptional circumstances or conditions have not resulted from the actions of the applicant, and are not based solely on economic reasons.”

If there is no finding of extraordinary or exceptional circumstances or conditions, there is no way to meet this second criterion.

The third criterion is “that such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same zoning district and in the same vicinity.”

No property right enjoyed by other properties in the same zoning district is being lost by enforcing the zoning regulations and not allowing additional children to be cared for under the family daycare limitations of the zoning ordinance.

The fourth criterion is “that the authorizing of such variance will not be of substantial detriment to adjacent property, and will not materially impair the purposes of this zoning ordinance or the public interest.”

Allowing up to nine children to be cared for as allowed by the DHHS license would not create a substantial detriment to the adjacent property. It could potentially be argued that allowing 16 children to be cared for would create a parking issue.

The fifth criterion is that “no variance shall be authorized unless the Planning and Zoning Commission specifically finds that the condition, situation, or intended use of the subject property, is not so general or recurrent in a nature as to make reasonably practicable the formulation of a general regulation to cover such cases.”

There are at least two parts of the zoning code where it could be argued a zoning code amendment would be an appropriate way to address a limitation to reasonable use of residential property for family daycares. One potential amendment could be to create another class of daycares that match the licensure allowances for number of children beyond the seven allowed by the definition of family day care. A second potential amendment could be to reconsider the definition of family day care and modify **Section 11-05-08. - Family child care** to allow the potential for more children to be cared for under family day care definition. In any event, it may be appropriate to consider changing the zoning code to align more directly with the current state licensing system.

Recommended Motion:

The Planning Commission has on rare occasions chosen to make an independent judgement regarding variances that do not align with the criteria for variance approval. But this application fails to meet the five criteria for allowing approval of a variance, and according to the criteria this variance request should be denied. A motion to deny the application could be worded as follows:

“Based on the findings of fact, and notwithstanding additional information provided at the public hearing, I move to deny the variance application because the variance application fails to meet the criteria for approval.”

Pertinent Reference to the Valley City Municipal Code:

VCMC Section 11-07-07 (2)

g. A variance may be granted where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of these regulations; and the planning and zoning commission shall have the power to vary or modify the application of any of the regulations or provisions of this zoning ordinance relating to the use, construction, structural changes in, equipment or alteration of buildings or structures, or the use or development of land, so that the spirit of the zoning ordinance shall be observed, public safety and welfare secured, and substantial justice done. This section shall not apply to variances from the Building Code.....

j. No variances from the terms of this Zoning Ordinance shall be authorized unless all the following facts and conditions exist:

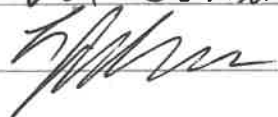
- i. That there are extraordinary or exceptional circumstances or conditions applying to the property in question or to the intended use of the property, that do not apply generally to other properties or classes of uses in the same zoning district, and that strict application of the zoning ordinance would deprive the applicant of reasonable use of the property. Factors to be considered include but are not limited to exceptionally irregular, narrow, shallow, or steep lots, or other exceptional physical, topographical, or geologic features.
- ii. That the alleged extraordinary or exceptional circumstances or conditions have not resulted from the actions of the applicant, and are not based solely on economic reasons.
- iii. That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same zoning district and in the same vicinity.
- iv. That the authorizing of such variance will not be of substantial detriment to adjacent property, and will not materially impair the purposes of this zoning ordinance or the public interest.
- v. No variance shall be authorized unless the Planning and Zoning Commission specifically finds that the condition, situation, or intended use of the subject property, is not so general or recurrent in a nature as to make reasonably practicable the formulation of a general regulation to cover such cases.

12-5-25

VC,

This letter is in regards to a conditional use permit to operate a gunsmithing business as a home occupation to be located at Lot 5 Block 32 of B.W. Benson's Addition. As well as a permit to operate a daycare out of a single family residence at the same location.

This ~~seems~~ seems like some Americans being entrepreneurs. Please approve these zoning requests and let them make a living

Lon Johnson


Lon Johnson
636 2nd St SW
VC

Lon Johnson
received a notice
of the Public Hearing
Lon property is within
250 ft of the subject
property

RESOLUTION NO. 2515

A RESOLUTION APPROVING CONDITIONAL USE PERMIT LOT 5, BLOCK 32, BENSON'S ADDITION TO CITY OF VALLEY CITY (GUNSMITHING HOME OCCUPATION)

WHEREAS, an application was submitted to the Valley City Planning and Zoning Commission requesting a Conditional Use Permit (CUP) to operate a gunsmithing business on the following residential parcel within the City of Valley City, North Dakota, pursuant to section 11-05-10 of the Valley City Municipal Code (V.C.M.C.):

Lot 5, Block 32, Benson's Addition to the City of Valley City.

and;

WHEREAS, the Planning and Zoning Commission, following a public hearing on January 13 2026, recommended approval of the CUP; and

WHEREAS, at the same hearing the Planning and Zoning Commission approved a Variance to allow the business to operate in a detached garage on the premises; and

WHEREAS, pursuant to V.C.M.C. § 11-07-02, if a CUP is granted, the Board of City Commissioners may impose any special conditions it considers necessary to protect the public health, safety and welfare and to achieve the purposes of the City Zoning Code.

THEREFORE, BE IT HEREBY RESOLVED, that the Board of City Commissioners of the City of Valley City, Barnes County, North Dakota, hereby approves the Conditional Use Permit for a gunsmithing business in the existing detached garage on Lot 5, Block 32, Benson's Addition to the City of Valley City, North Dakota, with the following conditions:

1. The permit shall automatically terminate upon transfer of ownership in the premises by Alyssa and Elijah Holter.
3. The permit is valid for the existing 24x26 detached garage and does not authorize expansion of the business to additional structures or additions to the current structure.
4. The permit shall be subject to compliance with all other conditions of V.C.M.C. § 11-05-10.

Passed, adopted and approved this 20th day of January, 2026.

Dave Carlsrud, President
Board of City Commissioners

ATTEST:

Brenda Klein, Finance Director

Valley City Planning and Zoning APPLICATION

Procedures and submission requirements can be found in the Valley City Municipal Code. Application and fees must be submitted as soon as possible in order to allow sufficient time for publication of required public hearing notices. The Planning and Zoning Commission generally meets and holds public hearings the 2nd Tuesday of every month at 4pm. Additional fees will be assessed if it is determined a meeting is needed to be held outside of regularly scheduled meeting dates.

Please check all that apply and submit payment with application. This application may be utilized for more than one request or applicant may copy and attach a separate application for each item as needed.

☒ Variance (\$100) ☐ Zoning Map Amendment (Zone/Rezone) (\$200)
☐ Vacation of Street/Alley (\$150) ☒ Conditional Use Permit (\$200)
☐ Zoning Ordinance Text Amendment (\$200) ☐ PUD/PUD Amendment (\$200)
☐ Other: _____ (\$TBD)

Applicant Name: Elijah Holter Phone: 701-740-8076
Applicant Address: 648 3rd St SW
City, State, Zip: Valley City, ND, 58072 Email Address: elijah.holter22@gmail.com
Owner Name: Elijah Holter Phone: 701-740-8076
Owner Address: 648 3rd St SW
City, State, Zip: Valley City, ND, 58072 Email Address: elijah.holter22@gmail.com
Owner Authorization: _____ Date: _____
If the applicant is not the same as the owner, the owner must sign the application or submit a letter authorizing the applicant to proceed on behalf of the owner.

Physical Address of Property (if assigned): 648 3rd St SW Valley City, ND, 58072

Property Description (attach add'l sheet if necessary):

Parcel ID# 8252 Lot 5 Block 32 Subdivision B.W. Benson's Addition

Section _____ Twp _____ Range _____ Metes and Bounds: _____

Briefly describe the reason for request:

See attached document.

Applicant Signature: EJH Date: 11/17/25

The signature of the applicant and owner (or written permission of the owner) certifies that permission is granted by the owner to all authorized City personnel to enter the property for the purpose of review of this application. The applicant and owner further certify that all City Ordinances will be complied with and that the information given within this application as well as the plans submitted are in all respects true and correct to the best of my knowledge and belief.

VALLEY CITY USE ONLY:

Application and fees. Rec'd on date: _____ in the amount of \$ _____ Cash/Check

Application/Supporting documents deemed complete. Date: _____ Initials: _____

P&Z: Hearing Date _____ Approval: ☐ Yes ☐ Yes with conditions ☐ No

Publication Dates:

P&Z findings and recommendations sent to City Commission. Date: _____

City Commission: Hearing Date _____ Approval: ☐ Yes ☐ Yes with conditions ☐ No

Publication Dates:

Reason for Requesting Conditional Use Permit and Variance

1. Conditional Use Permit for Chosen Children Daycare LLC (In house)

We have been operating this daycare since September 2023. We are licensed by the state, and we also received some assistance from the Valley City - Barnes County Development Corporation because there was a shortage of childcare providers in Valley City. The economy has not been very supportive of childcare centers, so licensed in-home daycares have become vital across the state. We recently learned that a conditional permit is needed in order to operate a home daycare, but we run into an issue with Section 11-05-08. - Family child care.

“These early childhood services are provided for no more than seven children at any one time, except that the term includes a residence providing early childhood services to two additional school-age children during the two hours immediately before and after the school day and all day, except Saturday and Sunday, when school is not in session during the official school year.”

The Department of Health and Human Services has assessed our house and determined that we have enough space to care for a maximum of 16 children at one time. With our ‘Child Care **Group Home**’ license, each child is given a point number based on their age, and it is our responsibility to stay within ratio (less than 1.34 pts total, plus 1 additional pt per employee if applicable). To summarize, my wife watches up to 8-9 children at any given time (3 of which are our own) depending on their ages for the point system. We could watch up to 16 children if we hired an employee, but at this time we are not planning to do so. Due to the above referenced requirement, we are seeking a Variance to allow us to care for up to 16 children which would cover us in the future in the event of hiring an employee. If this is not allowed, we would still like a Variance to allow us to watch up to 9 children while still being compliant with the state ratio limits.

As the Code of Ordinances currently reads, there are considerations for Childcare Centers and for Family Daycare, but there are no considerations for Group Home licenses. Due to this, I have no option but to fall under the definition of a Family Daycare according to the city which limits our capacity. We were originally a Family Daycare, however the state gives Family Daycares an opportunity to be promoted to a Group License after one year of business. Furthermore, I realize that this particular city ordinance is likely in place to limit traffic in residential areas. However, there is not a direct correlation between how many kids are allowed in the daycare and how much traffic there will be. For instance, our 3 children are factored into our capacity. That means we only get to watch an additional 4-6 children depending on their ages. That means only 4-6 vehicles (or less in many cases because we watch siblings that come in the same vehicle) are coming to our house. This is much less traffic than a Home Daycare that has no children as residents which would have up to 7 vehicles dropping off and picking up each day.

2. Conditional Use Permit for Legacy Gunworks LLC (In garage)

I am starting a gunsmithing business in my garage. My family has been working this trade through several generations, hence the name Legacy Gunworks. I will primarily be completing firearm repairs, conducting transfers, and selling firearms/parts/accessories. I spent my life savings on a precision lathe for this business (this is a very quiet machine, a standard TV is much louder). I am registered as an LLC, I have my Sales and Use permit, and the last thing the ATF needs in order to issue my FFL is a letter from the city approving my business based on the zoning laws. However, I run into an issues with Section 11-05-10. - Home occupations, line 7.

“No home occupation shall be conducted in any accessory buildings except in the AG Agriculture Zoning District.”

Line 2 also reads *“The use of the dwelling unit for the home occupation is clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 25 percent of the floor area of the dwelling shall be used in the conduct of the home occupation.”*, however, I do not believe this is applicable since I am asking for a Variance to use an accessory building.

It is the dream of most Americans to be a business owner/entrepreneur. For the average American, this is too daunting to accomplish financially. I work full time at Healthy Food Ingredients here in Valley City. My goal with starting this business is to generate enough income (working evenings/weekends) to justify doing this full time within a few years of starting. At that time, I would look to purchase a building here in Valley City and be a brick and mortar business. Achieving that goal is only possible if I am able to grow my business in my garage while working full-time at HFI.

Section 11-07-07. - Appeals—Interpretation of regulations; zoning district boundary lines—Variances. Section 2, Line J states:

“j.No variances from the terms of this Zoning Ordinance shall be authorized unless all the following facts and conditions exist:

(i)That there are extraordinary or exceptional circumstances or conditions applying to the property in question or to the intended use of the property, that do not apply generally to other properties or classes of uses in the same zoning district, and that strict application of the Zoning Ordinance would deprive the applicant of reasonable use of the property. Factors to be considered include but are not limited to exceptionally irregular, narrow, shallow, or steep lots, or other exceptional physical, topographical, or geologic features.

(ii)That the alleged extraordinary or exceptional circumstances or conditions have not resulted from the actions of the applicant, and are not based solely on economic reasons.

(iii)That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same zoning district and in the same vicinity.

(iv) That the authorizing of such variance will not be of substantial detriment to adjacent property, and will not materially impair the purposes of this Zoning Ordinance or the public interest.

(v) No variance shall be authorized unless the Planning and Zoning Commission specifically finds that the condition, situation, or intended use of the subject property, is not so general or recurrent in a nature as to make reasonably practicable the formulation of a general regulation to cover such cases."

My responses to these items are as follows:

- (i) Physically, a house is not an appropriate place for a machine such as a lathe. It requires a 3-phase coverter (digital VFD or rotary converter), and installing conduit for this in a home is not practical. Having such a machine in a house is also not safe for children. I do not believe this Variance requirement is practical while appealing Section 11-05-10. - Home occupations, line 7.
- (ii) There are no conditions that have resulted from an action, rather Section 11-05-10. - Home occupations, line 7 prohibits the use of accessory buildings for Home Occupations.
- (iii) I am not aware of how running a business out of my garage would be necessary to preserve substantial property rights possessed by other properties in my zoning district or vicinity. I do not believe that this applies to my request for a variance.
- (iv) I have carefully assessed the impact my business would have on the neighborhood. It would not violate the requirements listed in Section 11-05-10. - Home occupations, Line 6.
- (v) I do believe that the soul purpose of Home Occupation regulations is to preserve the residential atmosphere in residential zoned areas. I would challenge that Section 11-05-10. - Home occupations, line 7 does not clearly achieve that goal. Why restrict the use of accessory buildings? I would be compliant with all other requirements in regard to preserving the residential atmosphere. There may be a need to develop an additional section or subsection in the Code of Ordinances to better describe what is or is not allowed in terms of accessory buildings being used for Home Occupation purposes. Is this requirement in place to prevent accessory buildings from dominating a residential area? If that is the case, a requirement for number/size of accessory buildings could be implemented. I am merely trying to make use of an accessory building that already exists.

I also realize that some might question the idea of having a daycare and a gunsmithing business on the same property, despite them being operated in separate buildings. We currently have firearms on display in our home, in locked cabinets, with ammo kept separate. This is compliant with state regulations for our daycare. We have a section in our contract that parents sign stating that firearms are present in the home. We truly believe in the safety of our daycare children and are dedicated to mitigating risks. We have a backyard that is fenced in. The entrance to the garage is outside of that fence by our parking pad in the alley. Daycare children never enter the garage (they cannot even get to the entrance), it is kept locked, and there are cameras/spotlights monitoring the entrance. No loaded firearms are allowed in my garage, in fact most gunsmiths

implement fines to prevent something like that from occurring in their business. I know of several gunsmiths in other cities/towns across the wonderful state of North Dakota that legally operate out of their garages.

In conclusion, we are a law-abiding family that would like to continue to serve the Valley City community, as well as partake in the local economy. We do not believe that either of these two businesses would have a detrimental impact on the neighborhood. If this appeal is to be denied, I would appreciate the opportunity to discuss the details of that decision in person.

Name: Elijah Holter

Date: 11/17/2025

Valley City Planning Commission – December 9, 2025 Agenda

Action Request: Conditional Use Permit and Variance

Applicant: Elijah Holter

Objective: Approve a conditional use permit for a home occupation of a gunsmithing business on a single-family residential lot in the R-2 District. Approve a variance to allow operation of a home occupation to operate out of an existing garage instead of inside the dwelling unit.

Property Owner: Elijah Holter

Legal Description: Lot 5 Block 32 B.W Beason's Addition to the City of Valley City

Project Location: The property is located between 6th Avenue SW and 7th Avenue SW on the north side of 3rd Street SW.



Conditional Use Permit Analysis: The parcel involved in this conditional use permit request is zoned R-2 Two-Family Residential. The applicant and his wife currently operate a family daycare business out of their home and are separately seeking a conditional use permit for the family daycare business. The applicant works full time in Valley City and wants to operate a home occupation on a part time basis with the intent to grow the business into a full time operation.

Subsection 3, Conditional Uses of **Section 11-03-09. - R-2 Two-Family Residential District** lists “home occupation” as requiring conditional use permits in that district. The definition of a conditional use in the Valley City zoning ordinance is “a use which is permitted only through the issuance of a conditional use permit as provided by Section 11-07-02.” Section 11-07-02 notes that ensuring compatibility with other uses in a zoning district is a primary purpose of the conditional use permits. It further says that “the compatibility must be judged on the basis of the particular circumstances and may require the imposing of conditions.” As with all zoning, the fundamental intent is to protect the public health, safety, and welfare. **Section 11-05-10. - Home occupations** provides guidance on the operation of a home occupation and is cited below:

“Many types of work can be conducted at home with little or no effect on the surrounding neighborhood. The home occupation regulations of this section are intended to permit residents to

engage in home occupations, while ensuring that home occupations will not be a detriment to the character and livability of the surrounding neighborhood. The regulations require that home occupations (an accessory use) remain subordinate to the allowed principal use (household living) and that the residential viability of the dwelling unit is maintained.

1. A conditional use permit is required.
2. The use of the dwelling unit for the home occupation is clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 25 percent of the floor area of the dwelling shall be used in the conduct of the home occupation.
3. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than one small announcement of professional sign not exceeding two square feet in area, and provided that no such sign shall be illuminated.
4. A maximum of one non-resident employee is allowed.
5. Customers may visit the site only during the hours of 7:00 a.m. to 9:00 p.m.
6. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in live voltage off the premises.
7. No home occupation shall be conducted in any accessory buildings except in the AG Agriculture Zoning District.
8. There shall be no full-time retail sales in connection with such home occupation.
9. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.
10. Deliveries or pick-ups of supplies or products associated with business activities are allowed only between 8:00 a.m. and 6:00 p.m. Vehicles used for delivery and pick-up are limited to those normally servicing residential neighborhoods.
11. Prohibited uses include:
 - a. Vehicle and large equipment repair.
 - b. Dispatch centers.
 - c. Mortuaries.
 - d. Animal care, grooming, or boarding facilities.
 - e. Adult entertainment center."

Variance Analysis: The applicant intends to operate his business out of the existing garage on the lot. Because criteria #7 does not allow a home occupation to be allowed in an accessory building in the R-2 District, the applicant is seeking a variance from that requirement of the zoning code. Thus, consideration of the conditional use permit and of the variance request need to be considered collectively instead of independently. The applicant's argument for operating the business as proposed follows:

Holter Statement: I am starting a gunsmithing business in my garage. My family has been working this trade through several generations, hence the name Legacy Gunworks. I will primarily be completing firearm repairs, conducting transfers, and selling firearms/parts/accessories. I spent my life savings on a precision lathe for this business (this is a very quiet machine, a standard TV is much louder). I am registered as an LLC, I have my Sales and Use permit, and the last thing the ATF needs in order to issue my FFL is a letter from the

city approving my business based on the zoning laws. However, I run into an issues with Section 11-05-10. - Home occupations, line 7.

“No home occupation shall be conducted in any accessory buildings except in the AG Agriculture Zoning District.”

Line 2 also reads *“The use of the dwelling unit for the home occupation is clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 25 percent of the floor area of the dwelling shall be used in the conduct of the home occupation.”*, however, I do not believe this is applicable since I am asking for a Variance to use an accessory building.

It is the dream of most Americans to be a business owner/entrepreneur. For the average American, this is too daunting to accomplish financially. I work full time at Healthy Food Ingredients here in Valley City. My goal with starting this business is to generate enough income (working evenings/weekends) to justify doing this full time within a few years of starting. At that time, I would look to purchase a building here in Valley City and be a brick and mortar business. Achieving that goal is only possible if I am able to grow my business in my garage while working full-time at HFI.

Section 11-07-07. - Appeals—Interpretation of regulations; zoning district boundary lines—Variances. Section 2, Line J states:

“j. No variances from the terms of this Zoning Ordinance shall be authorized unless all the following facts and conditions exist:

(i)That there are extraordinary or exceptional circumstances or conditions applying to the property in question or to the intended use of the property, that do not apply generally to other properties or classes of uses in the same zoning district, and that strict application of the Zoning Ordinance would deprive the applicant of reasonable use of the property. Factors to be considered include but are not limited to exceptionally irregular, narrow, shallow, or steep lots, or other exceptional physical, topographical, or geologic features.

(ii)That the alleged extraordinary or exceptional circumstances or conditions have not resulted from the actions of the applicant, and are not based solely on economic reasons.

(iii)That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same zoning district and in the same vicinity.

(iv)That the authorizing of such variance will not be of substantial detriment to adjacent property, and will not materially impair the purposes of this Zoning Ordinance or the public interest.

(v)No variance shall be authorized unless the Planning and Zoning Commission specifically finds that the condition, situation, or intended use of the subject property, is not so general or recurrent in a nature as to make reasonably practicable the formulation of a general regulation to cover such cases.”

My responses to these items are as follows:

- (i) Physically, a house is not an appropriate place for a machine such as a lathe. It requires a 3-phase coverter (digital VFD or rotary converter), and installing conduit for this in a home is not practical. Having such a machine in a house is also not safe for children. I do not believe this Variance requirement is practical while appealing Section 11-05-10. - Home occupations, line 7.
- (ii) There are no conditions that have resulted from an action, rather Section 11-05-10. - Home occupations, line 7 prohibits the use of accessory buildings for Home Occupations.
- (iii) I am not aware of how running a business out of my garage would be necessary to preserve substantial property rights possessed by other properties in my zoning district or vicinity. I do not believe that this applies to my request for a variance.
- (iv) I have carefully assessed the impact my business would have on the neighborhood. It would not violate the requirements listed in Section 11-05-10. - Home occupations, Line 6.
- (v) I do believe that the soul purpose of Home Occupation regulations is to preserve the residential atmosphere in residential zoned areas. I would challenge that Section 11-05-10. - Home occupations, line 7 does not clearly achieve that goal. Why restrict the use of accessory buildings? I would be compliant with all other requirements in regard to preserving the residential atmosphere. There may be a need to develop an additional section or subsection in the Code of Ordinances to better describe what is or is not allowed in terms of accessory buildings being used for Home Occupation purposes. Is this requirement in place to prevent accessory buildings from dominating a residential area? If that is the case, a requirement for number/size of accessory buildings could be implemented. I am merely trying to make use of an accessory building that already exists.

I also realize that some might question the idea of having a daycare and a gunsmithing business on the same property, despite them being operated in separate buildings. We currently have firearms on display in our home, in locked cabinets, with ammo kept separate. This is compliant with state regulations for our daycare. We have a section in our contract that parents sign stating that firearms are present in the home. We truly believe in the safety of our daycare children and are dedicated to mitigating risks. We have a backyard that is fenced in. The entrance to the garage is outside of that fence by our parking pad in the alley. Daycare children never enter the garage (they cannot even get to the entrance), it is kept locked, and there are cameras/spotlights monitoring the entrance. No loaded firearms are allowed in my garage, in fact most gunsmiths implement fines to prevent something like that from occurring in their business. I know of several gunsmiths in other cities/towns across the wonderful state of North Dakota that legally operate out of their garages.

In conclusion, we are a law-abiding family that would like to continue to serve the Valley City community, as well as partake in the local economy. We do not believe that either of these two businesses would have a detrimental impact on the neighborhood. If this appeal is to be denied, I would appreciate the opportunity to discuss the details of that decision in person.

Considerations that seem appropriate to consider for a home occupation of gunsmithing in a residential zoning district include parking, traffic, public safety, noise, and neighborhood character. The Planning and Zoning Commission should consider these and any other identified potential issues and if they consider the home occupation appropriate, recommending approval of the Conditional Use Permit and a Variance with any conditions deemed appropriate to protect the public health, safety, and welfare.

The nature of the gunsmithing business as proposed would result in very limited traffic and should not pose a concern or require a condition. The question of public safety due to the presence of firearms may be cause for some concern. Conditions to prevent any access to firearms by anyone other than the applicant should be considered. The applicant has explained why noise would not be concern. Operating inside the existing garage structure would not have any impact on neighborhood character, and would be consistent with the intent that the primary purpose of the dwelling unit remains residential.

The first criterion is that “there are extraordinary or exceptional circumstances or conditions applying to the property in question or to the intended use of the property, that do not apply generally to other properties or classes of uses in the same zoning district, and that strict application of the zoning ordinance would deprive the applicant of reasonable use of the property.”

The applicant has provided a statement describing the exceptional circumstances that apply to their situation, but these circumstances could generally applicable to other properties or classes of uses in the same zoning district.

The second criterion is that “the alleged extraordinary or exceptional circumstances or conditions have not resulted from the actions of the applicant, and are not based solely on economic reasons.”

If there is no finding of extraordinary or exceptional circumstances or conditions, there is no way to meet this second criterion. The operation of daycare in the residence and the nature of the gunsmithing business are exceptional conditions that could pertain to this site. The daycare operation is an action of the applicant. The identified need for the variance is not due solely to economic reasons.

The third criterion is “that such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same zoning district and in the same vicinity.”

No property right enjoyed by other properties in the same zoning district is being lost by holding to the zoning regulation requirements and not allowing operation of a home occupation in the garage.

The fourth criterion is “that the authorizing of such variance will not be of substantial detriment to adjacent property, and will not materially impair the purposes of this zoning ordinance or the public interest.”

Properly operated home occupation of a gunsmithing business would not appear to create a substantial detriment to the adjacent property. Public input may offer another perspective.

The fifth criterion is that “no variance shall be authorized unless the Planning and Zoning Commission specifically finds that the condition, situation, or intended use of the subject property, is not so general or recurrent in a nature as to make reasonably practicable the formulation of a general regulation to cover such cases.”

Most residences will not be used for family daycares, and quite apart from the applicant’s reasoning for operating the gunsmithing business outside the residence, operation of such a business inside the residence seems feasible when appropriate public safety measures are in place.

Recommended Motion:

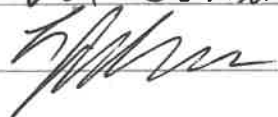
Because all five criteria for granting a variance are not met, the approval of the requested variance is not recommended. No recommended motion is provided. This decision is dependent on facts not yet established and the perspectives of the Planning and Zoning Commission.

12-5-25

VC,

This letter is in regards to a conditional use permit to operate a gunsmithing business as a home occupation to be located at Lot 5 Block 32 of B.W. Benson's Addition. As well as a permit to operate a daycare out of a single family residence at the same location.

This ~~seems~~ seems like some Americans being entrepreneurs. Please approve these zoning requests and let them make a living

Lon Johnson


Lon Johnson
636 2nd St SW
VC

Lon Johnson
received a notice
of the Public Hearing
Lon property is within
250 ft of the subject
property

RESOLUTION NO. 2516

CITY OF VALLEY CITY, STATE OF NORTH DAKOTA

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$1,500,000 WATER TREATMENT REVENUE BOND, SERIES 2026

RECITATIONS

The City of Valley City, North Dakota (the "Municipality"), hereby recites that by resolution of its governing body the Municipality has:

1. Found and determined that it is necessary for the Municipality to remove the existing Norwest water tower at 9th Street NW and 5th Avenue NW, the National Guard water tower near 7th Street SE and 7th Avenue SE, and the Northwest water standpipe at 12th Street NW and 5th Avenue NW, and to construct a new water tower at the 12th Street NW and 5th Avenue NW site (the "Project").
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
3. After receiving and approving the engineer's report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
4. Approved the engineer's detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the Municipality's Auditor (the "Auditor").
5. By publication, advertised for bids for construction of the Project.
6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the Auditor.
7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor's performance bond.
8. Applied to the North Dakota Department of Environmental Quality (DEQ), Division of Municipal Facilities (the "Department") and the North Dakota Public Finance Authority (the "Authority") for financial assistance to finance all or a portion of the cost of the Project, which application has been approved.
9. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds for the purpose of providing money to pay for the cost of the Project in the manner required of the Municipality

by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.

RESOLUTION

Be it resolved by the governing body of the Municipality:

Section 1. All acts performed, resolutions, motions or ordinances adopted or passed, and all publications incidental to the construction and financing of the Project, whether or not reflected in the official minutes and records of the Municipality, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the Municipality which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

Section 2. It is hereby found and determined to be necessary for the Municipality to issue \$1,500,000 in principal amount of its City of Valley City Water Treatment Revenue Bond, Series 2026 (the "Municipal Securities"), pursuant to North Dakota Century Code ("N.D.C.C.") ch. 40-35.

Section 3. Offer and Acceptance. The governing body of the Municipality, in response to its application for financial assistance from the Department and the Authority, has received an offer from the Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a loan agreement to be entered into between the Municipality and the Authority (the "Loan Agreement"). It is hereby found and determined that the offer of the Authority to purchase the Municipal Securities is reasonable and advantageous to the Municipality and is hereby accepted, and the Loan Agreement, in substantially the form presented to the Municipality at this meeting, is hereby accepted and authorized to be executed on behalf of the Municipality by its President of the Board of City Commissioners and Auditor (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

Section 4. Form. The Municipal Securities issued under this Resolution shall be designated City of Valley City Water Treatment Revenue Bond, Series 2026, and shall be issued to the Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.

Section 5. Terms. The Municipality authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$1,500,000, dated the date of delivery. The Municipal Securities shall be issued in the form of a single registered Municipal Security as set forth in Section 4. The Municipal Securities issued shall be payable on September 1 in installments of principal, with interest at the rate of one and one-half percent per year (plus an administrative fee as set out in the Loan Agreement), on the dates and in the amounts set forth below. Provided, that interest will be based on funds actually advanced, and the schedule below and attached to the Municipal Security form will be revised to reflect the actual principal amount loaned to the Municipality at the completion of the Project.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2027	\$ 60,000	1.50%	2027	\$ 75,000	1.50%
2028	65,000	1.50	2038	75,000	1.50
2029	65,000	1.50	2039	80,000	1.50
2030	65,000	1.50	2040	80,000	1.50
2031	65,000	1.50	2041	80,000	1.50
2032	70,000	1.50	2042	85,000	1.50
2033	70,000	1.50	2043	85,000	1.50
2034	70,000	1.50	2044	85,000	1.50
2035	70,000	1.50	2045	90,000	1.50
2036	75,000	1.50	2046	90,000	1.50

Section 6. Interest. Interest shall be payable semiannually on each March 1 and September 1, commencing on the first March 1 or September 1 following the first loan advance. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the Registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the Registrar or by wire transfer.

Section 7. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the "Registrar"), or such other place as may be designated by the Authority in writing, delivered to the Registrar. The Registrar shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

Section 8. Assignment. The Municipal Securities are transferable upon the books of and at the principal office of the Registrar, by the registered holder thereof, in person or by their attorney duly authorized in writing upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or their attorney. Upon request of the registered holder or transferee, and upon surrender of the Municipal Securities, the Municipality shall execute and deliver one or more other Municipal Securities of an aggregate principal amount equal to the principal amount of the Municipal Securities then remaining unpaid and maturing at the same time or times as the then unpaid principal installments thereof, with each Municipal Security dated so that neither gain nor loss in interest shall result from such transfer. Each Municipal Security shall be dated as of the last interest payment date preceding the date of transfer to which interest on the Municipal Security has been paid or made available for payment, unless the date of transfer is an interest payment date to which interest has been paid or made available for payment, in which case the Municipal Security shall be dated as of the date of transfer. The surrendered Municipal Security shall be promptly canceled by the Registrar. The Registrar shall not be required to perform any of the duties set out in this section as of the record date as established by N.D.C.C. § 21-03.1-02(4). No service charge shall be made for such transfer or exchange, but the Registrar may require payment of a sum sufficient to cover any tax, fee or governmental charge or other expense incurred by the Municipality or Registrar with respect to such transfer or exchange.

Section 9. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of an Authorized Officer of the Municipality and when so prepared shall be executed on behalf of the Municipality by the manual or facsimile signatures of the Authorized Officers of the Municipality and shall be authenticated by the manual signature of the Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by an Authorized Officer of the Municipality to the Authority.

Section 10. Redemption. The Municipal Securities are subject to redemption on any interest payment date with the written consent of the Authority.

Section 11. Draws of Municipal Security Proceeds. The proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department and pursuant to the Loan Agreement. Requisitions for Payment approved by the Department shall be forwarded to the Authority for approval and funding.

Section 12. Water Treatment Works Fund. There is hereby created a special fund of the Municipality designated as the Water Treatment Works Fund (the "Fund"), which shall be held and administered by the Municipality separate and apart from all other funds of the Municipality and continued and maintained by the Municipality until:

- (a) all Municipal Securities issued thereon shall have been fully paid with interest. Into the Fund there shall be credited and paid, as received, the entire gross revenues derived from the operation of the Municipality's drinking water treatment and distribution system (the "Water Treatment Works"), and from any future additions thereto and betterments thereof, including all income and receipts derived from rates, fees, charges for services, facilities, products and by-products to the Municipality and its inhabitants and all other customers, and for the availability thereof, and from the sale of any of the properties of the Water Treatment Works not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Fund there shall be established and maintained such accounts as specified in Sections 13, 14, 15 and 17 below. Revenues on hand in the Fund from time to time shall be apportioned amongst said accounts at least once each calendar month and shall thereafter be held and administered and disbursed from the accounts established below.
- (b) Moneys in the accounts established below (the "Accounts") may be invested in any investments that are authorized by law for the Municipality. Earnings from investment of the moneys on deposit in the Accounts shall remain in the respective account and shall be treated and disbursed as proceeds of the Municipal Securities. Any proceeds of the Municipal Securities and any interest earnings thereon remaining after payment of all outstanding interim indebtedness, costs of the Project, reimbursement of prior expenditures and issuance costs shall be transferred to the Revenue Account.

Section 13. Construction Account. A Construction Account is established in the Fund. There shall be deposited to the credit of such account the proceeds of the Municipal Securities.

As proceeds are needed for Project costs, the Municipality shall submit requests for disbursement in accordance with Section 2.02 of the Loan Agreement. Moneys in the Construction Account shall be used for payment of the cost of the Project and costs of issuance of the Municipal Securities, including reimbursement to the Municipality for advances made to pay such costs or to refund amounts borrowed for the Project, and for no other purposes.

Moneys in the Construction Account shall be deposited with a qualified depository as required by N.D.C.C. § 21-04-03, and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Administration shall be collateralized in accordance with N.D.C.C. § 21-04-09.

Section 14. Revenue Account. A separate Revenue Account is established within the Fund to be used solely as provided herein.

The Revenue Account shall be used solely to discharge the Municipal Securities, to pay when due the interest on and the principal of the Municipal Securities, and to redeem the Municipal Securities prior to maturity. "Net Revenues" shall have the meaning ascribed in the Loan Agreement. The Municipality shall make the following deposits into the Revenue Account:

- (a) On the first day of each month, Net Revenues in an amount equal to one-sixth (1/6) of the amount necessary to pay interest and the Administrative Fee (as defined in the Loan Agreement) which will become due on the next interest payment date after crediting the amount of accrued interest and any earnings on the Revenue Account. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the Municipality shall deposit into the Revenue Account from the Net Revenues an amount sufficient to permit all interest due on the Municipal Securities to be paid on the date due.
- (b) Commencing on the first day of each month, Net Revenues in an amount equal to one-twelfth (1/12) of the amount necessary to pay any principal which will become due on the next principal payment date of the Municipal Securities. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the Municipality shall deposit into the Revenue Account from the Net Revenues an amount sufficient to permit all principal due on the Municipal Securities to be paid on the date due.
- (c) On each principal and interest payment date, from funds on deposit in the Reserve Account, such additional amounts, if any, as may be necessary to meet principal and interest payments then due.

Deposits required to be made pursuant to Sections 14(a) and 14(b) above are cumulative, and if the Net Revenues are not sufficient to credit the amount required in any month, the deficiency shall be met from other funds on deposit in the Revenue Account or from the Reserve

Account. The moneys and investments in the Revenue Account are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Municipal Securities when and as the same shall become due and payable for that purpose only.

Section 15. Surplus Account. A separate Surplus Account is established within the Fund to be used solely as provided herein. All Net Revenues each month in excess of the current requirements of the Revenue Account shall be applied to make up a deficit in the Reserve Account, if any, and then applied to the Surplus Account, provided that the Municipality reserves the right to create additional accounts within the Fund for the purpose of segregating amounts which may be hereafter pledged and appropriated to the payment of any municipal securities which may be issued by the Municipality to finance the cost of any improvements, replacements or repairs to or of the Water Treatment Works, other than the Municipal Securities subject to the covenants made in the Loan Agreement. Amounts in the Surplus Account shall be available and shall be used to the full extent necessary to restore any deficiency in the Reserve Account, and when not so needed may be pledged and appropriated as provided above or transferred to the Revenue Account in order to redeem all or part of the Municipal Securities. Notwithstanding the foregoing, the Municipality shall maintain in the Surplus Account such amount, as it shall determine from time to time, necessary to constitute an adequate reserve for the purpose for which moneys in the Surplus Account are available as provided in this section; however, moneys in excess of such adequate reserve may be transferred to other funds of the Municipality in the manner provided pursuant to N.D.C.C. § 40-33-12(2).

Section 16. Rates, Fees and Charges. The Municipality covenants that it will impose, maintain and collect rates, fees and charges in connection with the operation of the Water Treatment Works which are projected to generate Net Revenues at least equal to 1.10 times the average annual principal and interest payments on the Municipal Securities and any outstanding or additional revenue bonds of the Municipality which comply with Section 19 of this Resolution. If the Net Revenues fail to meet this level, the Municipality shall promptly increase its rates, fees and charges to a level so that Net Revenues are projected to meet the required level.

Section 17. Reserve Account. A separate Reserve Account is established within the Fund to be used solely as provided herein. There shall be deposited into a Reserve Account the total amount of \$92,700. The Reserve Account requirement is based upon total draws of \$1,500,000. In the event that the Municipality draws less than \$1,500,000, the Reserve Account requirement shall be adjusted downward to an amount approved by the Authority. If at any time the balance in the Reserve Account is less than the Reserve Account requirement, the Municipality will transfer Net Revenues to the Reserve Account sufficient to meet such requirement.

Section 18. Prior Bonds. The Municipality has previously issued its Water Treatment Revenue Bonds, Series 2009B, which bonds are parity bonds and have an equal lien on the Net Revenues of the Water Treatment Works for their payment.

Section 19. Additional Parity Bonds. The Municipality reserves the further right of issuing additional municipal securities payable from the Net Revenues appropriated to the Revenue Account on a parity as to both principal and interest with the Municipal Securities, provided that the Net Revenues received during the last fiscal year prior to such issuance shall have been in an amount not less than one hundred ten percent (110%) of the average annual amount of principal

and interest to become due during the remaining term of the then outstanding municipal securities payable from the Revenue Account, on those Municipal Securities and the additional municipal securities to be issued and payable from the Net Revenues. However, if rates and charges for the Water Treatment Works have been increased since the beginning of the last fiscal year next preceding the issuance of such additional municipal securities, the Net Revenues received during such preceding fiscal year shall be deemed to be the amount which would have been received in the preceding fiscal year had the increased rates and charges been in effect throughout such preceding fiscal year. Also, for purposes of this test, the Net Revenues of the Water Treatment Works may be adjusted by including the additional Net Revenues, as determined by a competent feasibility or rate study, to be realized from the area to be served by the improvements to be constructed with such additional municipal securities, provided that the interest on the additional municipal securities is funded until the date of completion of the improvements to be constructed with the proceeds of the additional municipal securities or other available funds.

Section 20. Limited Obligations. The Municipal Securities issued hereunder shall not constitute a charge, lien or encumbrance upon any property of the Municipality, and no holder or holders thereof shall ever have the right to compel any exercise of the taxing power of the Municipality to pay the principal and interest on the Municipal Securities. The principal and interest of the Municipal Securities shall not be a general obligation of the Municipality, but are payable solely from the Net Revenues as set forth in this Resolution.

Section 21. Qualified Tax-Exempt Obligations. The Municipality reasonably anticipates the amount of qualified tax-exempt obligations which will be issued by the Municipality and all subordinate entities thereof during such calendar year shall not exceed \$10,000,000. The Municipality does hereby designate the Municipal Securities as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 22. Loan Forgiveness. During the pendency of the Loan, the Municipality may be offered a certain amount of loan forgiveness by the Department and the Authority to reduce the principal amount loaned to the Municipality. The Municipality acknowledges that any such loan forgiveness would be made available by the Department and the Authority in connection with receiving and administering federal capitalization grants under the State Revolving Fund Program. The Municipality agrees to accept any such loan forgiveness offered to it in connection with the Loan Agreement without any further action.

Section 23. Use of American Iron and Steel. The Municipality will comply with all federal requirements applicable to the Loan Agreement (including those imposed by the 2014 Appropriations Act, Public Law No.: 113-76 and related SRF regulations and policy guidelines) which the Municipality understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project.

Section 24. Davis Bacon and Related Acts. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141, et seq).

Section 25. Record and Reporting Requirements. The Municipality will comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the Loan Agreement may be a default under the Loan Agreement that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

Adopted January 20, 2026.

CITY OF VALLEY CITY

BY: _____
President of the Board of City
Commissioners

ATTEST:

Auditor



January 2, 2026

Mayor Dave Carlsrud
City of Valley City
254-2nd Avenue NE
Valley City, ND 58072

RE: Request for Funds – Small Projects

Dear Mayor Carlsrud:

On behalf of the Valley City – Barnes County Development Corporation, I am requesting approval of \$27,500 for Small Projects funding. Funds are used to support research, professional services such as architectural, engineering, and archaeological, soil testing, miscellaneous project related expenditures, smaller regional based initiatives and property taxes for the Technology and NW Industrial parks and the I-94 Regional Development Corridor. Attached is a summary of investments made previously. A detailed list has also been provided for the City's records.

Please approve the request of \$27,500 for our fiscal year of October 1, 2025 through September 30, 2026. We sincerely appreciate the support we have received in the past and hope you will approve this request. Thank you.

Sincerely,


Jennifer Feist
Director of Development

Small Projects Recap			
City of Valley City			
As of September 30, 2025			
Revenues			
City Sales Tax	\$ 296,966.95		
ND Dept. of Commerce	\$ 2,462.45		
Private Funds/generated thru DC work	\$ 17,570.16		
BC Treasurer-Refund	\$ 1,007.88		
Interest Adjustment	\$ (142.68)		
Total Revenues		\$ 317,864.76	
Expenditures			Purpose
Chamber of Commerce	\$10,000.00		Marketing
Marketing/Labor Studies/Prospect Development	\$35,818.95		Marketing, labor availability studies, prospect development
Professional Services	\$33,089.98		Soil testing, legal, engineering, architectural, etc.
Education/Career Fairs	\$4,218.22		
Cinema Flix	\$20,000.00		Business Support
Barnes County Treasurer/Property Taxes	\$191,633.43		Technology & NW Ind. Parks & I-94 RDC
Technology Park Maintenance	\$4,624.63		Weed control, tree removal, etc.
VC Park District	\$2,500.00		Economic Impact Study
North Country Trail	\$500.00		Trail development
Audie Project	\$1,500.00		Arts center project, architect services
Cubes	\$5,200.00		
Miscellaneous	\$5,902.19		
Community Calendar	\$363.51		
Total Expenditures		\$315,350.91	
FUNDS AVAILABLE		\$ 2,513.85	



January 2, 2026

Mayor Dave Carlsrud
City of Valley City
254 – 2nd Avenue NE
Valley City, ND 58072

RE: Request for Funds – Regional Technology Center

Dear Mayor Carlsrud:

On behalf of the Valley City – Barnes County Development Corporation, I am requesting approval of \$36,000 for the Regional Technology Center (RTC) sourced from the City Sales Tax dedicated to economic development. Funds will be used to pay property taxes and special assessments for the RTC.

We currently have one entrepreneur located in the building who is leasing space for at least four months. We have provided building tours to another party that is seriously interested in space; we expect to know more by spring or early summer 2026.

Workplace changes, specifically working remotely, and IT in general, has presented challenges; however, we continue working to identify uses and potential tenants for the building.

Please approve the \$36,000 as requested. Thank you.

Respectfully,


Jennifer Feist
Director of Development

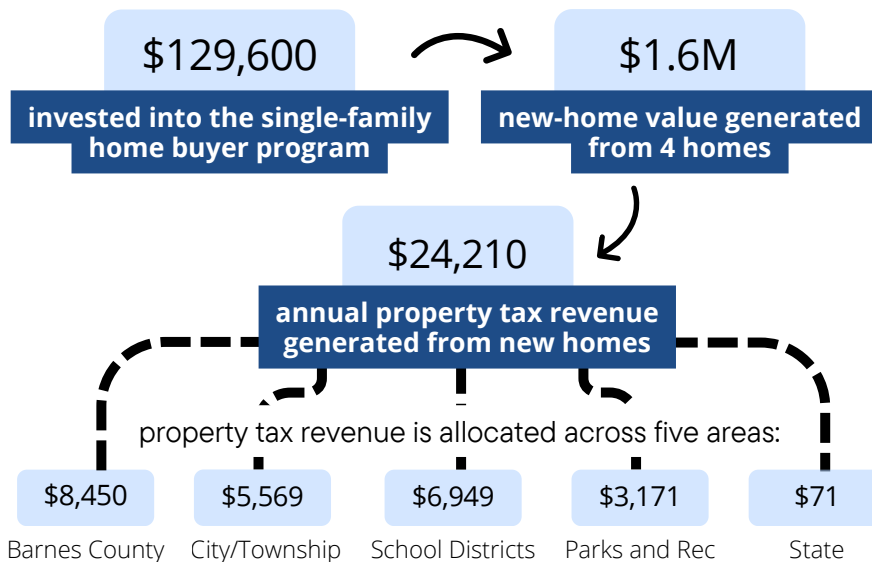
SINGLE-FAMILY HOME BUYER ASSISTANCE PROGRAM

OVERALL IMPACT: \$360,000 investment (\$240,000 City + \$120,000 County)

- One-time construction impact
- Revenue generated from utilities provided
- 7 new homes constructed
- 7 existing homes for sale or already sold
- 1 new family of 4 moved into Barnes County
- Long-term tax impact
- Estimated property tax revenue of \$372,700 generated in 6 years - based on 2024 Mill Levy

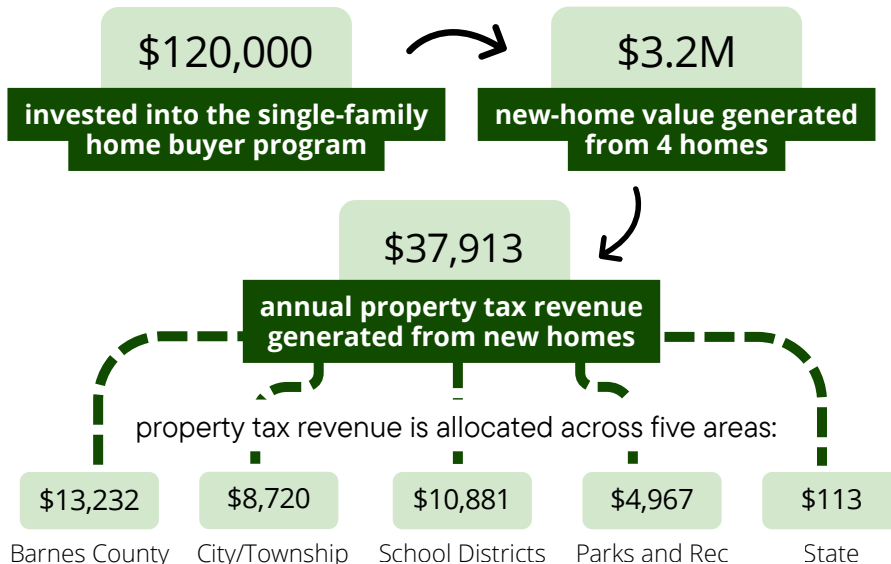
RETURN ON INVESTMENT: Annual Tax Revenue Breakdown - December 31, 2025

VALLEY CITY



$$\begin{aligned}
 &\$129,600 \\
 &\text{initial investment} \\
 &\div \\
 &\$24,210 \\
 &\text{property tax income} \\
 &= \\
 &\sim 8.5 \text{ years} \\
 &\text{payback on investment based on 2024 Mill Levy}
 \end{aligned}$$

BARNES COUNTY



$$\begin{aligned}
 &\$120,000 \\
 &\text{initial investment} \\
 &\div \\
 &\$37,913 \\
 &\text{property tax income} \\
 &= \\
 &\sim 3.5 \text{ years} \\
 &\text{payback on investment based on 2024 Mill Levy}
 \end{aligned}$$



January 14, 2026

Mayor Dave Carlsrud
City of Valley City
254 – 2nd Avenue NE
Valley City, ND 58072

RE: Request for Funds for Single Family Home Buyer Assistance Program – Year 2

Dear Mayor Carlsrud:

The Valley City-Barnes County Development Corporation is requesting approval of \$160,000 to fund four homes under the Single Family Home Buyer Assistance Program for a second year. Funds would be sourced from the City of Valley City Sales Tax Fund dedicated to Economic Development in the amount of \$120,000 and \$40,000 through the City's Enterprise Fund.

Attached is information provided to the Development Corporation Board of Directors that summarizes the program impact and Return on Investment.

Please review this information and approve \$160,000 for four homes as requested.

We sincerely appreciate the support that we received for the first year and have been receiving requests about the program for 2026. Thank you.

Respectfully,

A handwritten signature in blue ink that reads "Jennifer Feist".

Jennifer Feist
Director of Development



MEMO TO: VCBCDC Board of Directors

FROM: Jennifer Feist, *Jennifer Feist* Director of Development

RE: Single Family Home Buyer Assistance Program

DATE: January 6, 2026

Program Recap:

City Limits: Funded 6 homes at \$40,000 per home, \$240,000 total with \$60,000 from City enterprise funds and/or Renaissance Zone Property Tax Exemption. Cash reduced to \$3,200 plus \$30,000 from economic development.

Of the \$240,000, a total of \$129,600 was invested in 4 homes. One applicant in the pipeline-working with lender, expect to be approved in January. Received requests for information.

4 Homes Funded with a Total Value of \$1.6 Million

Return on Investment: 8.5 Years See Attached Data

Locations of New Homes:	4 in city limits
School District:	Valley City
Homes for Sale:	3 Plus one apartment vacated – available for new tenant.
Number of Children:	2
New VC Residents:	1

Rural Barnes County: Funded 4 homes at \$30,000 per home, \$120,000 total. Received several requests about the program for next year.

4 Homes Funded with a Total Value of \$3.2 Million

Return on Investment: 3.5 Years See Attached Data

Locations of New Homes:	1 in Wimbledon and 3 in rural areas
School Districts:	1 in BC North, 1 in Litchville-Marion, 2 in Valley City
Homes for Sale:	4
Number of Children:	11
New BC Residents:	4 (2 adults and 2 children)

Return on Investment is based solely on property taxes generated. Does not include one-time construction impact, and revenue generated from utilities and other home purchases.

Questions:

1. Continue program for ____ years? Limit to ____ years?
2. Continue program as is?
3. Changes in the program guidelines? Amount per home? Number of Homes?

Funding Sources:

1. City of Valley City
 - a. City Sales Tax dedicated to Economic Development – extended to 12/31/2059
 - b. Enterprise Fund
2. Barnes County
 - a. Economic Development Mill Levy Fund 11/30/2025 Balance \$30,625
 - b. Plus December 2025 Revenue – Estimate \$35,000
 - c. Plus Returns – Natural Gas \$ 6,879
 - Sub-Total 12/31/2025 Estimated Balance \$72,504
 - d. 2026 Revenues – Estimate based on 1.94 Mills \$195,000
 - e. 2026 Investments (165,000)*
 - Total Estimated 9/30/2026 Balance \$102,504

Use a range \$75,000-\$100,000 available for project investments.

*Investments Include:

I-94 Regional Development Corridor	\$70,000
SCDRC Membership	\$22,040
JD Seeding	\$25,000
Valley Recycling (Year 3 of 3)	\$15,000
Corporate Services/Administration	\$32,000
Total	\$164,040.....Rounded to \$165,000

Thank you.



Contact: Jennifer Feist
Director of Development
701-840-7820
jennifer@developvcbc.com

Single-Family Home Buyer Assistance Program Guidelines - 5/21/2025 (Updated 7/14/2025)

The Home Buyer Assistance Program is for new single-family home construction only. The Valley City-Barnes County Development Corporation (VCBCDC) reserves the right to amend the Guidelines to ensure the success of the Program and respond to economic conditions. Changes may be necessary based on funding availability, and program requirements of other funding sources that may be utilized with this Program. The City of Valley City and Barnes County shall be provided with current guidelines when amendments are approved by the VCBCDC Board.

Program Goals: Increase and retain population, increase the tax base, and increase housing inventory.

Program Overview

- ❖ Utilize funds approved to construct 6 new homes within city limits, 4 new homes in rural Barnes County or based on funds available.
- ❖ Maximum of \$40,000 of community investment per new home constructed in city limits and \$30,000 per new home constructed in rural Barnes County.

Homes Constructed in Rural Barnes County (Outside of city limits of the City of Valley City)

Effective Date: Only new homes constructed in rural Barnes County after April 1, 2025 are eligible.

Eligibility

1. Single-Family Homes
2. Twin Homes
3. Town Homes
4. Row Houses
5. Modular Homes – defined as single family homes built to state and local building code standards.

*Rental properties, manufactured homes and mobile homes built to HUD or ANSI standards are not eligible.

Criteria

1. Must be the participant's primary residence and subject to property tax.
2. Contingent on bank financing approval and all other financing secured.
3. Community investment amounts will be based on appraised value or purchase price, whichever is less, with a maximum of \$30,000 per home.
4. The homeowner must contribute a minimum of five (5) percent down payment.
5. If a program participant moves within five years of closing on permanent financing, they must pay back the community investment at a pro-rated amount reduced 20% for each year lived in Barnes County.
6. Homeowners in rural Barnes County cannot apply for farm exemption for property tax for a minimum of five (5) years.

Sources of Funds

1. New homes constructed in rural Barnes County are being funded through the Barnes County Mill Levy Fund dedicated to economic development.
2. Total initial pool is \$120,000.
3. Local funds may leverage State or Federal programs and/or local property tax incentives as allowed by law.

Homes Constructed within the city limits of the City of Valley City

Effective Date: The effective date is May 20th, 2025, the date of the Second Reading and Final Passage of City Ordinance No. 1171.

Eligibility

1. Single-Family Homes
2. Twin-Homes
3. Town Homes
4. Row Houses
5. Modular homes – defined as single family homes built to state and local building code standards.
6. The buyer of a new home constructed and not previously owned/occupied that meets the criteria below.

*Rental properties, manufactured homes and mobile homes built to HUD or ANSI standards are not eligible.

Criteria

1. Must be the participant's primary residence and subject to property tax.
2. Contingent on bank financing approval and all other financing secured.
3. New homes constructed within the City limits qualify only if a purchase agreement or construction agreement is not signed prior to May 20th, 2025. The incentive is provided to the homeowner.
4. Newly constructed homes that have not been lived in qualify only if the purchase agreement is signed after May 20th, 2025.
5. Community investment amounts will be based on the appraised value or purchase price, whichever is less, with a maximum of \$40,000. Of the \$40,000 investment, \$10,000 is funded by the City of Valley City through the City's homebuyer assistance enterprise fund. Applicants must submit the completed Housing Incentive Program form to the City of Valley City and obtain a Certificate of Occupancy to receive the \$10,000. The City also approved waiving utility tap fees and temporary meter charges for which a permit must be submitted to City Hall.
6. If the new home is constructed in the Renaissance Zone and the home buyer secures a Renaissance Zone property tax exemption, the City's \$10,000 cash investment will be reduced to an amount no lower than \$3,200 because of the value of the five-year property tax exemption. If the homeowner chooses not to apply for and receive a Renaissance Zone property tax exemption, the full cash amount is available. The value of the five-year property tax exemption may vary depending on decisions made by the State of North Dakota and/or each individual situation.
7. The homeowner must contribute a minimum of five (5) percent down payment.
8. If a program participant moves within five years of closing on permanent financing, they must pay back the community investment at a pro-rated amount reduced 20% for each year lived in Valley City.

Sources of Funds

1. VCBCDC will provide \$30,000 per home from the City Sales Tax Fund dedicated to economic development (Total \$180,000 to fund up to 6 new homes).
2. The City will provide \$10,000 per home from the City's homebuyer assistance enterprise fund provided that the new home is constructed within the city limits of the City of Valley City. (Total \$60,000 to fund up to 6 new homes.)
3. Waiver of water and sanitary sewer tap fees and charges for temporary meters. Applicants must submit the completed form to the City of Valley City.
4. Local funds may leverage other State or Federal programs and/or local property tax and income tax incentives as allowed by law.

Eligible Uses of Funds

1. Down Payment Assistance / Goal to reach 20% down payment threshold to eliminate mortgage insurance.
2. Home construction costs

Application Process

1. Limited to 6 houses in city limits and 4 houses in rural Barnes County, or up to funds available.
2. Applications are accepted on a first-come, first-served basis; applications will be evaluated monthly. An applicant can remain on the list for six months. To be placed on the first-come, first-served list, the following documents must be provided:
 - a. Copy of the building permit including legal description and physical location of new home.
 - b. Letter from the bank indicating applicant has the financial ability to construct/complete the home.
 - c. Completion of the VCBCDC's Single-Family Home Buyer Assistance Program form and a W-9.
3. Construction of the new home is to be completed within eighteen (18) months from the date of the building permit. An extension of time may be granted by the VCBCDC on a case-by-case basis.
4. Preliminary bank approval is required prior to approval of the application.
5. Housing Incentive Program form and W-9 submitted to the City of Valley City for projects in city limits.

Administration

This Program will be Administered by the Valley City – Barnes County Development Corporation –
Contact jennifer@developvcbc.com or 701-840-7820.

1. The program is on a first-come, first-served basis. An applicant can remain on the list for six months.
2. Construction of the new home must be completed within eighteen (18) months from the date of the building permit. An extension of time may be granted by the VCBCDC on a case-by-case basis.
3. The homeowner applies for financing through the lender. Standard bank loan underwriting applies. The lender provides a loan write-up and current personal financial statement of the buyer/homeowner.
4. A separate financing application for the Home Buyer Assistance Program is not required; however, additional information requested through the on-line form will be required to administer, monitor, evaluate, and improve the program.
5. VCBCDC provides written confirmation of funds approved to the bank and the applicant.
6. Funds will be held in a bank or title company escrow account for the applicant.
7. Funds will be released as follows:

- \$30,000 Award - Upon closing of a construction loan (rather than construction completion) for a new home. The bank is required to provide written confirmation within ten (10) days that construction financing has been approved. If a developer provides construction financing, funds will be released upon written confirmation within ten (10) days that construction financing has been approved.
 - \$10,000 Award – Upon receipt of the Certificate of Occupancy. The award is payable to the homeowner and deposited by the VCBCDC into the escrow account.
8. The homeowner must sign the contract and provide a personal guaranty for public funds received.
 9. Funds are payable to the homeowner upon construction completion and receipt of a Certificate of Occupancy if the new home is constructed with cash. The homeowner must provide a personal guarantee for public funds received.
 10. The Program can be reused once by the homeowner after five years.
 11. Recipients are encouraged to contact a CPA, attorney or other appropriate professional to determine any tax implications. IRS Form W-9 must be completed prior to release of funds and a 1099 issued.

Program Purpose & Need

1. Existing inventory is needed to attract and retain population. Potential homeowners need choices when considering purchasing a home. New residents will likely not wait 18-24+ months to purchase or construct a new home.
2. The Program is expected to create the next level of inventory. When a new home is constructed, another home will likely (but not always) become available for sale thereby creating affordable housing.
3. Inventory turnover would stimulate the private sector to build.
4. Increasing the number of households increases revenue from public utilities and increases available funding for public improvements.
5. Increasing home ownership contributes to property tax revenues, which fund public services and infrastructure.
6. An increased population will help address current workforce issues and has the potential to increase the number of businesses and services in the community.
7. The economic impact of individuals spending increases sales tax revenues that are invested back into the community.
8. Increasing the availability of single-family housing would positively impact recruiting businesses.
9. Bringing new people and families into the community benefits the tax base, school system, and community.

Dec 2025 Expenditures

Monthly Expenses:	\$3,031,979
<i>Includes:</i>	
City Construction Projs	\$368,398
PW Capital Projects	\$1,571,385
MRES Purchased Power	\$282,062
Payroll & Benefits	\$282,481
VCBCDC - Fund 240	\$66,000
FD Bunker Gear	\$178,581
PD Axon Payment	\$37,379
VC Park District Pass Through	\$26,055
Subtotal:	\$2,812,341
<i>Balance for operations</i>	<i>\$219,638</i>

(90% Paid by Grant)

SERVICE CONTRACT

VANGUARD COMPUTER SYSTEMS – Assessor Web Site

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc. an Iowa corporation ("Vanguard") and the Valley City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period commencing February 1, 2027. Vanguard reserves the right to collect the total amount of the service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **Installation and Training.** The setup time has been waived for installation, training on-site, domain registration and Vanguard's staff travel time. Vanguard shall install and test the licensed software on Vanguard's web server equipment. In addition, Client's sub domain name will be registered and maintained by Vanguard; i.e. seward.nebraskaassessors.com/. All time for installation, training, domain registration and Vanguard's staff travel time will not count against and be deducted from the service contract time balance. See item 5 for additional services.
3. **Enhancements, Update and Revisions.** As Vanguard continues to improve on the client web page package(s) and work on suggestions for features from Clients, Client will automatically receive during the term of this service contract, provided client is current and not in default of any payments due Vanguard, all updating information; i.e. new search features, current function enhancements, etc., as and when released by Vanguard for the modules of the Vanguard Computer System software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, jurisdiction specific modifications, etc.
4. **Consultation.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate). See item 5 for additional services.
5. **Additional Services.** Additional services like training, re-installations, on-site consultation, customizing client web pages, changing from one license web package to another, installation on Client's jurisdiction web server, web browser configuration, hardware trouble-shooting, non-VCS software training, Vanguard staff travel time, etc. shall be available at Vanguard's then current normal service fee rate. A minimum charge of one day per instance will be billed for on-site visits. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).

6. **Web Server Storage and Update.** The Client will lease storage capacity from Vanguard. Client parcel data will be updated on the web server periodically. The maximum period will be six times per year but the client may choose to update less frequently, however, the Schedule A charges will not be reduced. The storage capacity will be monitored periodically as parcel data is updated from the Client to the Vanguard web server and reported to the Client. Payment Schedule A shows the calculations that are used to determine the storage capacity. Minimum increments of 600-Mb (megabytes) will be allocated. Vanguard may adjust the payment schedule for changes in storage capacity and storage fees on the next renewal date of the service contract.
7. **Administrator Contact.** Vanguard reserves the right to display a small icon and link to Vanguard Appraisals, Inc. web site for the purposes of contacting the web site administrator.
8. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

[Balance of page intentionally blank.]

Payment Schedule A

License No: **WEB2029**

Parcel Count: 3,500

Storage Fees

Less 30% discount for signing multi-year service contract.

Total

\$6,875.00 (5 years at \$1,375.00 per year)

(\$2,062.50) (5 years at (\$412.50) per year)

\$4,812.50 (\$962.50 per year)

All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

VANGUARD APPRAISALS, INC.

By: _____

Brad M. Miller, CEO/Senior Vice President

Dated: December 12, 2025

Valley City

By: _____

Assessor

Dated: _____

Valley City (County Commissioner Signature Required)

By: _____

Official Title: _____

Date: _____

VANGUARD COMPUTER SYSTEMS
CONSOLIDATED EXTENDED SERVICE CONTRACT
CONSOL116

This Consolidated Extended Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Valley City, ND Assessor ("Client.")

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems® software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **Term**
This contract is for a five-year period commencing February 1, 2026. Any unexpired service contract for licensed materials listed on Schedule A shall be voided by this agreement and prorated to this contract date, all of which as set forth in Schedule A attached hereto, for convenience of budgeting and payments. Vanguard reserves the right to collect the total amount of service fees should the client choose to terminate the service contract before the total service fees are paid in full. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **Enhancements, Update and Version Control**
As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Clients will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. However, this service contract does not include future programs such as, but not limited to, professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. Upon receipt of the newest versions of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
3. **Consultation**
All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
4. **Additional Services**
Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate (call for current rate). All staff travel time will be charged at the per diem rate. Minimum charge of one day per instance. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **Additional Installations**
If additional copies of the program were installed on additional computers in the Client's office, the terms of this agreement shall apply to additional installations in the same manner as the original installation.

6. **Limited Warranty.**
Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
7. **Service Contract Fees.**
The standard service contract fees for the term are set forth in, and shall be paid as provided in Exhibit A attached. All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
8. **Miscellaneous.**
This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

[Balance of page intentionally blank.]

EXTENDED SERVICE CONTRACT
Signature Page

VANGUARD APPRAISALS, INC.

ND0061 - Valley City

By: _____

By: _____

Brad M. Miller, CEO/Senior Vice President

Official Title: _____

Dated: December 12, 2025

Date: _____

Valley City (*County Commissioner Signature Required*)

By: _____

Official Title: _____

Dated: _____

SCHEDULE "A"
Consolidated Service (five-year)
ND0061 Valley City
CONSOL116

TOTAL: \$68,250.00

LICENSED MATERIALS:

FEE:

Comparable Search
License No. - EQUITY079

\$3,250.00 (\$650.00/yr)

Component Commercial/Industrial Pricing
License No. - COMP076

\$5,750.00 (\$1,150.00/yr)

DDE Connector
License No. - DDE2019

\$750.00 (\$150.00/yr)

Exemptions
License No. - EX0055

\$2,125.00 (\$425.00/yr)

Income Approach
License No. - INC036

\$5,500.00 (\$1,100.00/yr)

Network Additional Seat
License No. - NT0123.[02-03]

\$2,750.00 (\$550.00/yr)

Network Upgrade (includes NT0123.01)
License No. - NET0123

\$9,375.00 (\$1,875.00/yr)

PC Import
License No. - MFTRX098

\$5,250.00 (\$1,050.00/yr)

PhotoVision
License No. - PIC0133

\$6,625.00 (\$1,325.00/yr)

Precomputed Commercial/Industrial Pricing
License No. - PCOM121

\$7,000.00 (\$1,400.00/yr)

Pro Version Upgrade
License No. - PRO0036

\$5,125.00 (\$1,025.00/yr)

Residential Pricing
License No. - RES3148

\$9,250.00 (\$1,850.00/yr)

Sketch
License No. - SK0152

\$5,500.00 (\$1,100.00/yr)

February 2026 \$13,650.00
February 2027 \$13,650.00
February 2028 \$13,650.00
February 2029 \$13,650.00
February 2030 \$13,650.00

2026 Budget Materials

601 Electric Revenue	2026 Total Budget
Revenue Total:	\$ 10,784,002.00
Expense Total:	\$ 10,875,835.00
Transfer from Reserves	\$ 300,000.00

602 Water Revenue	2026 Total Budget
Revenue Total:	\$ 2,038,271.31
Expense Total:	\$ 2,023,507.39

604 Sewer Revenue	2026 Total Budget
Revenue Total:	\$ 802,920.00
Expense Total:	\$ 820,853.23
Transfer from Reserves	\$ 100,000.00

605 So Side Sewer Revenue	2026 Total Budget
Revenue Total:	\$ 37,878.00
Expense Total:	\$ 33,040.60

607 Garbage Revenue	2026 Total Budget
Revenue Total:	\$ 1,435,550.00
Expense Total:	\$ 1,423,979.91

608 Street Revenue	2026 Total Budget
Revenue Total:	\$ 1,107,676.00
Expense Total:	\$ 1,107,675.90

City governing body at a regular meeting in January of each even-numbered year, shall designate depositories of public funds which meet the pledge of security requirements (NDCC 21-04-13)

Period Ending Date	Depository	Account Type	Deposits	FDIC/Sweep Coverage	Total Uninsured Deposits	110% Required Collateralized	Securities Pledged/ Collateral Total
12/31/2025	Dacotah Bank	ICS Account	11,861,016.23	11,861,016.23	-	-	-
		Demand Accounts	225,465.41	250,000.00	-	-	-
		Time & Savings Accounts	9,702,057.38	250,000.00	9,452,057.38	10,397,263.12	10,397,263.12
		Totals	21,788,539.02	12,361,016.23	9,452,057.38	10,397,263.12	10,397,263.12

City of Valley City's main operating accounts are fully insured with ICS Network (ICS Account & Demand Accounts). Time & Savings Accounts (CDs) are part of Dacotah Bank's Pledge Pool which require a 110% pledge requirement.

**NOTIFICATION TO PARTICIPANTS
OF
DACOTAH BANK, ABERDEEN SD
PLEDGE POOL**

In accordance with NDCC'21-04-09, Dacotah Bank of Aberdeen provided a security pledge schedule to Bank of North Dakota, as custodian, on 12/31/2025. This schedule reported uninsured public deposits of \$58,786,132.31 requiring a 110% pledge requirement for a total of \$64,664,745.54. Bank of North Dakota verifies the current par value of securities pledged to Dacotah Bank of Aberdeen/Pledge Pool ID PABE, as of 12/31/2025 is \$69,906,604.05.

Dated 1/7/2026
The Bank of North Dakota, as Custodian

By 
Its Treasurer

**North Dakota Department of Transportation
AGREEMENT FOR LONG-TERM TEMPORARY HIGHWAY CLOSURE**

In consideration of the mutual covenants contained herein, it is hereby agreed by and between the North Dakota Department of Transportation (NDDOT), whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Valley City, whose address is 254 2nd Ave NE, Valley City, ND 58072, as follows:

1. NDDOT hereby grants consent to the City to close any state highway within the City's jurisdiction. Each highway closure shall be reopened immediately after the conclusion of each event.
2. The City shall, within 48 hours of the anticipated closure, verbally notify and obtain the approval of the District Engineer.
3. The attached Risk Management Appendix is hereby incorporated and made a part of this agreement.
4. The City will obey and enforce all federal, state, and local laws.
5. The City shall set up a proper, adequate and safe closure and detour. The City shall be solely responsible for planning, constructing, maintaining, policing, and tearing down the closure and detour. All signing required for the closure and detour must meet the requirements of the Manual on Uniform Traffic Control Devices. The City agrees to inspect those portions of the highway to be used for activities associated with the highway closure.
6. The City acknowledges that the NDDOT has no duty to and will not provide for the supervision of activities associated with the highway closure.
7. The City shall return the segment of highway to substantially the same condition it was in prior to the closure and detour.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.
9. The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the parties.
10. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
11. This agreement may be terminated by the mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person. In addition, NDDOT reserves the right to terminate this agreement, with or without cause, upon written notice.



12. This contract shall be effective when signed by all parties and shall terminate on December 31, 2027.

EXECUTED the date last below signed.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of _____

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION:

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1074 (Div. 70)
L.D. Approved 8-27-15



Task Order: Construction Engineering Services

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: December 16, 2025
- b. Owner: City of Valley City
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title): **Northwest Area Water System Improvements -**
- e. Specific Project (description): Construction Engineering Services for Northwest Area Water System Improvements – New Water Tower and Pressure Zone Modifications

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
set forth in Exhibit A, Scope of Services, and attached to and incorporated as part of this Task Order.
- B. Designing to a Construction Cost Limit – Not Used
- C. Other Services – Not Used
- D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are: Not Used

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: Not Used

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		Hourly Rates
a. Construction Engineering Phase	\$205,150.00	
b. Post-Construction Phase	\$7,000.00	
c. Resident Project Representative	\$75,000.00	
TOTAL COMPENSATION (lines 1.a-c)	\$287,150.00	
2. Additional Services	(N/A)	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. Engineer shall not exceed the total compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: Moore Engineering

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

Exhibit A – Scope of Services – Northwest Area Water System Improvements – New Water Tower and Pressure Zone Modifications

10. Other Documents Incorporated by Reference:

January 1, 2021 Agreement between Owner and Engineer for Professional Services

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: City of Valley City

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Firm's Certificate No. (if required): 061-C

State of: North Dakota

Witness:

Witness:

By: _____

By: _____

Print Name: Brenda Klein

Print Name: _____

Title: Finance Director

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gwen Crawford

Name: Chad Petersen

Title: City Administrator

Title: Senior Project Manager

Address: 220 3rd St NE
Valley City, ND 58072

Address: 1010 4th Ave SW
Valley City, ND 58072

E-Mail: gcrawford@valleycity.us

E-Mail: chad.petersen@kljeng.com

Phone: (701)845-8120

Phone: (701)845-9446

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.



January 16, 2026

**EXHIBIT A
SCOPE OF SERVICES
KLJ ENGINEERING LLC**

**Northwest Area Water System Improvements -
New Water Tower and Pressure Zone Modifications
Construction Engineering Services**

PURPOSE

The purpose of this appendix is to describe the scope of services and responsibilities required to complete the construction engineering services for the Northwest Area Water System Improvements.

5.1. Project Management & Coordination (Moore Lead)

Moore will manage the project and provide overall coordination of the work completed by the construction engineering team as outlined in the attached Consultant Services Task Order.

5.2. KLJ Engineering

KLJ will coordinate work with Moore during the approximate 18-month construction timeline. KLJ will attend the pre-construction meeting and other project related meetings as appropriate. It is anticipated that up to 18 meetings would be attended.

KLJ will provide the following construction survey work:

- Provide Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- Providing construction surveys and staking: As appropriate, to enable Contractor to perform its work.
- It is anticipated that up to 8 trips will be required to complete the survey work for the project.

In addition, KLJ will assist the Owner in preparing, coordinating and submitting documents for North Dakota Department of Water Resources - DWR program reimbursement requests. It is anticipated that reimbursement requests will be prepared quarterly.

This is Task Order
consisting of 17 pages.

CONSULTANT SERVICES TASK ORDER

Task Order - Construction Engineering Services - Northwest Area Water System Improvements - New Water Tower and Pressure Zone Modifications - Moore Engineering P#24611

In accordance with Paragraph 1.01 of the Agreement between Engineer and Consultant for Professional Services Subcontract – Task Order, dated December 23, 2020 ("Agreement"), Engineer and Consultant agree as follows:

1. Prime Agreement (if applicable)

Engineer has entered into an agreement ("Prime Agreement") as identified in dated _____ with City of Valley City, North Dakota ("Owner") which provides for Engineer to perform professional services. A copy of the Prime Agreement (excluding compensation and other confidential information) is incorporated as Exhibit E to this Agreement. This Task Order is subject to the terms of the Prime Contract, Additional Provisions, and the Agreement.

2. Additional Provisions (if applicable)

The Specific Project may be subject to certain Additional Provisions which, if applicable, shall be incorporated as Exhibit F to this Task Order.

3. Project Description

The project described in the Prime Agreement is summarized as follows:

- 1) Construction Engineering Services - Northwest Area Water System Improvements –
New Water Tower and Pressure Zone Modifications - City of Valley City, North Dakota

4. Background Data

- | | | |
|----|-------------------------------|---|
| a. | Effective Date of Task Order: | December 16, 2025 |
| b. | Engineer: | KLJ Engineering LLC |
| c. | Consultant: | Moore Engineering, Inc.
Northwest Area Water System
Improvements – New Water Tower
and Pressure Zone Modifications |
| d. | Specific Project (title): | |
| e. | Consultant Fee: | Moore Engineering, Inc.
Billing Schedule Effective January 1st |

5. Services of Consultant

A. The Consultant shall assume the role and perform the activities generally identified as Engineer in the EJCDC contracts, documents and as listed in this Task Order for Paragraphs 5 and 6. The specific services to be provided or furnished by Consultant under this Task Order are as follows:

1. Construction Engineering Phase

- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
 1. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide part-time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 2. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its

work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

3. The duties and responsibilities of the RPR are as follows:
 - a. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - b. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - c. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - d. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - e. *Liaison:*
 1. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 2. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 3. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - f. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the

Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

g. Shop Drawings and Samples:

1. Record date of receipt of Samples and Contractor-approved Shop Drawings.
2. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
3. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

h. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

i. Review of Work; Defective Work:

1. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
2. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
3. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special

testing, inspection, or approval.

j. Inspections, Tests, and System Start-ups:

1. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
2. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
3. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
4. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
5. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

k. Records:

1. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities,

decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

3. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
4. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
5. Maintain records for use in preparing Project documentation.
6. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

l. Reports:

1. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
2. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
3. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
4. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

m. Payment Requests: Review applications for payment

with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

- n. *Certificates, Operation and Maintenance Manuals:*
During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 - o. *Completion:*
 - 1. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - 2. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - 3. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
4. Resident Project Representative *shall not*:
- a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - c. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

Page 7

Task Order Form

This document is a MODIFIED version of EJCDC® E-505, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

- d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h. Authorize Owner to occupy the Project in whole or in part.
- c. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Owner with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 - d. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 - e. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 - f. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 - g. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - h. *Visits to Site and Observation of Construction:* In connection with observations of

Contractor's Work while it is in progress:

1. *Make* visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 2. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in

the Construction Contract Documents.

- j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- l. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- m. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- n. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- o. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
- p. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests:*
 - 1. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not

- constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
2. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 3. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of 12 Applications for Payment and accompanying supporting documentation:
1. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 2. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of

Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 5.A.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site one (1) time to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph 5.A.1.t.2.) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner,

- Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Preparation of operation, maintenance, and staffing manuals.*

2. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions below, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- a. Engineer shall complete its obligations within a reasonable time.
 - b. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
 - c. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
 - d. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
 - e. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
3. Post-Construction Phase:
- a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - c. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

6. Additional Services

- A. Additional Services authorized or necessary under this Task Order are as follows:

1. *Record Drawings:* Prepare Record Drawings, and furnishing such Record Drawings to Owner.
2. *Preparation of applications and supporting documents for North Dakota Department of Environmental Quality – DWSRF* program reimbursement requests.

7. KLJ Engineering LLC Responsibilities

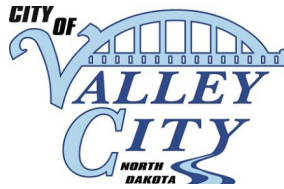
- A. KLJ Engineering LLC shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
 1. *Provide Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 2. *Providing construction surveys and staking:* As appropriate, to enable Contractor to perform its work.
 3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 4. *Preparation of applications and supporting documents:* Prepare, coordinate and submit documents for North Dakota Department of Water Resources – DWR program reimbursement requests.

8. Rates

- A. The total compensation paid to the Consultant for services is estimated to be \$251,650.00 based on the following estimated distribution of compensation:

1. Construction Engineering Phase	\$170,650.00
2. Post-Construction Phase	\$6,000.00
3. Resident Project Representative	\$75,000.00
- B. Consultant may alter the distribution of compensation between individual phases listed above to be consistent with services rendered but shall not exceed the total compensation amount unless approved in writing by the Engineer.

City Attorney
220 3rd Street NE
Valley City, ND 58072



Phone: 701-845-1700
cmartineck@valleycity.us
www.valleycity.us

TO: Board of City Commissioners
FROM: City Attorney
DATE: January 14, 2026
RE: Comp time policy amendment

City staff request approval of the following update to the Employee Policy and Procedure Manual:

8.5 OVERTIME COMPENSATION

All employees may be required to work some overtime. Overtime hours will be distributed as evenly as possible by supervisors.

Employers are required to pay overtime compensation at time and one half to all nonexempt employees for hours worked in excess of 40 hours in a week, except for uniformed police personnel who work on an eighty (80) hour pay period for computing overtime.

In lieu of overtime compensation, employees [who accrue annual leave at a rate less than 4.62 hours per pay period \(120 hours per year\)](#) may elect to receive compensatory time at a rate of one and one half hours for each hour of overtime eligible compensation. Employees may accrue not more than 40 hours of compensatory time and may use a maximum of 40 hours compensatory time per year.

An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than average regular rates received by that employee during the past three years of his employment or the final regular rate received by the employee, whichever is higher. In addition, an employee who has accrued compensatory time off shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the public agency. In any event, accrued compensatory time not used by the end of the calendar year will be paid out at the employee's regular rate of pay as of December 31, unless an extension has been granted by the City Administrator.

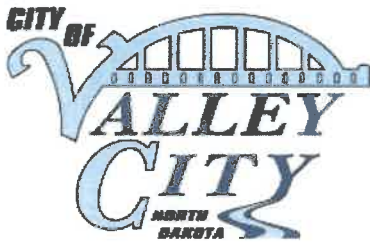


Image Enhancement Grant Review Checklist

FUNDED BY THE IMAGE ENHANCEMENT SALES TAX AND IMPLEMENTED BY VALLEY CITY MUNICIPAL CODE CHAPTER 20-01.1

GRANT PURPOSE

To assist qualified businesses with improvements that enhance the overall image of the community.

APPLICATION TYPES & MAXIMUM GRANT AMOUNTS (Select 1)

- EXISTING BUSINESS
 - Up to 50% of project cost
 - Max of \$7,500 (\$2,000 limit for sign replacement)
- NEW BUSINESS
 - Up to 50% of project cost
 - Max of \$7,500
- HISTORICAL BUILDING
 - Up to 50% of project cost
 - Max of \$30,000

APPROVAL PROCESS

- Application submitted to the City*
- Checklists prepared for Visitor Committee review.
- Visitor Committee convenes to review application, supporting documentation and checklists. Applicant is invited to attend meeting to offer information.
- Application recommended to Valley City Commission for final action.
- Project executed within one year.
- Receipts & photos submitted to City.
- Grant money distributed via reimbursement

* Valley City-Barnes County Development Corporation may assist applicants, (701)-490-9010 or (701)-490-9012.

APPLICATION CONTACT INFORMATION

James Valley Youth For Christ

Business Name

302 E. Main

Business Address

701-252-5501

Business Phone Number

Troy@JamesValleyYFC.org

Email

Troy Gunderson

Contact Name

PO Box 105 Jamestown ND 58402

Mailing Address

701-320-7733

Contact Phone Number

450442974

EIN

Has this business applied for an Image Enhancement Grant before: Yes _____ No X
If yes, what was the year? _____

TYPE AND PROJECT INFORMATION

Project Type: _____ Existing Business X New Business X Historical Building

Total Project Cost \$8,000 Amount Requested \$4,000
\$4922.32



Image Enhancement Grant Application

FUNDED BY THE IMAGE ENHANCEMENT SALES TAX AND IMPLEMENTED BY VALLEY CITY MUNICIPAL CODE CHAPTER 20-01.1

PROJECT INFORMATION AND HOW FUNDS WILL BE USED

Please describe the project in detail. Additional documents should be submitted with the application including photos, drawings, quotes, sketches and other materials that help describe the project.

Repair Brick work on exterior - Tuckpointing
Replacing Broken windows on Store Front
Replacing Signage
Painting + other Repairs as needed

Estimated Project Timeline: Start Date OCT. 21ST Completion Date SPRING 25

Is the building owned by the same business requesting the grant? ☒ Yes. ☐ No**

**Written permission for the project from the building owner must be submitted with application

Have you requested, or will you request another grant funding? ☐ Yes. ☒ No***

***Applicants are highly encouraged to work with the Valley City-Barnes County Development Corporation to understand all grant or funding programs that may assist to ensure project success.

☒ I acknowledge that it is the responsibility of a grantee to use and report all funds appropriately.

☒ I acknowledge no funds will be used for any purpose that violates federal, state, or local laws.

[Signature]
Signature

10-18-24
Date

Complete Application and Return to:

Mail: The City of Valley City
254 2nd Ave NE
Valley City, ND 58072

Email: jhintz@valleycity.us
Subject: Image Enhancement Grant

The Valley Glass Shop LLC.
816 West Main St.
Valley City, ND 58072 US
+1 7016800273
thevalleygs@gmail.com

Estimate 1438



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
James Valley Youth for Christ 202 4th Ave SE Jamestown, ND 58401	James Valley Youth for Christ 202 4th Ave SE Jamestown, ND 58401	10/18/2024	\$1,284.07	11/30/2024

DATE	ACTIVITY	QTY	AMOUNT
	Glass	2	868.90T
	Stock Glass		
	Size: 39 1/2" x 91 1/2"x 1/4" Clear Lam.		
	Labor	1	350.00
	Custom Cut		
	Removal of Old		
	Installation of New		
	(In Town)		
	SUBTOTAL		1,218.90
	TAX		65.17
	TOTAL		\$1,284.07

THANK YOU.

Accepted By

Accepted Date

VALLEY CITY AREA YOUTH COUNCIL
TEEN CENTER

**YOUTH
FOR
CHRIST**
Meets here on
Tuesday nights
7 PM
7-12 grade students
Adm \$10.00 (incl)







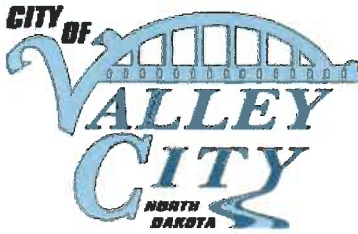


Image Enhancement Grant Review Checklist

FUNDED BY THE IMAGE ENHANCEMENT SALES TAX AND IMPLEMENTED BY VALLEY CITY MUNICIPAL CODE CHAPTER 20-01.1

GRANT PURPOSE

To assist qualified businesses with improvements that enhance the overall image of the community.

APPLICATION TYPES & MAXIMUM GRANT AMOUNTS (Select 1)

- EXISTING BUSINESS
 - Up to 50% of project cost
 - Max of \$7,500 (\$2,000 limit for sign replacement)
- NEW BUSINESS
 - Up to 50% of project cost
 - Max of \$7,500
- HISTORICAL BUILDING
 - Up to 50% of project cost
 - Max of \$30,000

APPROVAL PROCESS

- Application submitted to the City* prior to start of project.
- Checklists prepared for Visitor Committee review.
- Visitor Committee convenes to review application, supporting documentation and checklists. Applicant is invited to attend meeting to offer information.
- Application recommended to Valley City Commission for final action.
- Project executed within one year.
- Receipts & photos submitted to City.
- Grant money distributed via reimbursement

* Valley City-Barnes County Development Corporation may assist applicants, (701)-490-9010 or (701)-490-9012.

APPLICATION CONTACT INFORMATION

MobilityPLUS Asset Management
Business Name

Ryan Lorenz
Contact Name

1109 W Main St, Valley City, ND 58072
Business Address

1109 W Main St, Valley City, ND 58072
Mailing Address

701 890 7900
Business Phone Number

701 840 0146
Contact Phone Number

rlorenz@mobilityplus.biz
Email

20-3531174
EIN

Has this business applied for an Image Enhancement Grant before: Yes _____ No ☒
If yes, what was the year? _____

TYPE AND PROJECT INFORMATION

Project Type: ☒ Existing Business _____ New Business _____ Historical Building

Total Project Cost \$534,217.00 Amount Requested \$7500



Image Enhancement Grant Application

FUNDED BY THE IMAGE ENHANCEMENT SALES TAX AND IMPLEMENTED BY VALLEY CITY MUNICIPAL CODE CHAPTER 20-01.1

PROJECT INFORMATION AND HOW FUNDS WILL BE USED

Please describe the project in detail. Additional documents should be submitted with the application including photos, drawings, quotes, sketches and other materials that help describe the project.

Bridge town Builders will completely remodel the former Wade's Service Center. They will start in early Jan 2026 and finish May 2026. They will complete interior and exterior enhancements with the exterior qualifying for the image enhancement grant. Exterior enhancement are expected to start in March 2026.

Estimated Project Timeline: Start Date Jan 2026 Completion Date May 2026

Is the building owned by the same business requesting the grant? ☒ Yes. ☐ No**

**Written permission for the project from the building owner must be submitted with application

Have you requested, or will you request another grant funding? ☒ Yes. ☐ No***

***Applicants are highly encouraged to work with the Valley City-Barnes County Development Corporation to understand all grant or funding programs that may assist to ensure project success.

☒ I acknowledge that it is the responsibility of a grantee to use and report all funds appropriately.

☒ I acknowledge no funds will be used for any purpose that violates federal, state, or local laws.

Signature

[Signature]

Date

12/16/25

Complete Application and Return to:

Mail: The City of Valley City
254 2nd Ave NE
Valley City, ND 58072

Email: jhintz@valleycity.us
Subject: Image Enhancement Grant

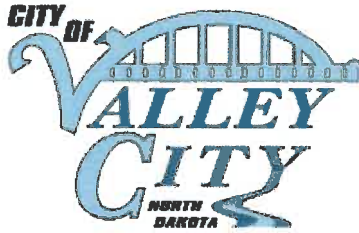


Image Enhancement Grant Guidelines & Documentation To Include With Application

FUNDED BY THE IMAGE ENHANCEMENT SALES TAX AND IMPLEMENTED BY VALLEY CITY MUNICIPAL CODE CHAPTER 20-01.1

PROJECT REQUIREMENTS

1. Project must be visible from Main Street or Central Avenue in locations outlined on the Image Enhancement Grant Location Map (*Map Attached*). In addition, other buildings that meet the criteria of the Image Enhancement purpose as determined by the committee.
2. Ineligible Applicants: a. Government/Quasi-Government Agencies*, b. Churches, c. Non-Profit Healthcare Organizations, d. Housing Entities, e. VC Public Schools or f. VC Park District.
3. Projects can NOT be for landscaping.
4. Project executed within one year.

*Exclusion, up to 25% of annual grant fund revenue may be used by the City annually in 2024, 2025 & 2026 for streetscape projects.

GENERAL GUIDELINES

1. Grant funds are intended to help service or retail businesses improve their store front, interior or exterior, to positively enhance the image of Valley City or bring new services to the Valley City Community.
2. Projects that preserve the historical integrity and characteristic details of a building are highly encouraged. Please note, projects cannot be used to cause irreversible harm to a historic property. Preservation Design Guidelines are available on the City website.
3. Application approved by City Hall prior to start of project.
4. Receipts & photos submitted to City for reimbursement.

EXISTING BUSINESS APPLICATION DOCUMENTATION

- ☒ Application submitted via email or hard copy to the City of Valley City
- ☒ Drawings, mockup or photos of project
- ☒ Quotes and project estimates

NEW BUSINESS APPLICATION DOCUMENTATION

- ☐ Application submitted via email or hard copy to the City of Valley City
- ☐ Market Analysis provided by the Small Business Administration, SBDC, SCDRC or SCORE
- ☐ Drawings, mockup or photos of project
- ☐ Quotes and project estimates

HISTORICAL BUILDING APPLICATION DOCUMENTATION

- ☐ Application submitted via email or hard copy to the City of Valley City
- ☐ Drawings, mockup or photos of project
- ☐ Quotes and project estimates
- ☐ Documentation that the Barnes County Historical Society has been contacted regarding the project. BC Historical Society (701) 845-0966

Estimate/Cost Breakdown & Draw Sheet



**Bridgetown
Builders**

Valley City, ND

License # 46331

General Contractor: **Bridgetown Builders Inc.**Address: **322 2nd St NW, Valley City, ND 58072**Legal Description/PID #: **Lots 4&5, Block 21- Original Townsite**Amount Requested: **\$0.00**Date: **11/11/2025**Customer Name **MobilityPlus Rehabilitation**

Attn: Dr. Ryan Lorenz


 Builder's signature

DESCRIPTION*	Vendor Name	Total Budget	Amount Requested	Amount Left
	int, blue stone ro inside, outside f			
	Hi-Line Electric			
Heating System/Air Conditioning/Air Exchange	Keith's AC and Heating	\$ 51,600.00	\$ -	\$ 51,600.00
Insulation		\$ -	\$ -	\$ -
Windows	BTB	\$ 4,600.00	\$ -	\$ 4,600.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Roofing	None required	\$ -	\$ -	\$ -
Exterior Vestabul addition	BTB	\$ 5,000.00	\$ -	\$ 5,000.00
Siding (includes furring out walls)	BTB	\$ 17,000.00	\$ -	\$ 17,000.00
Masonry/Stone	BTB - Versetta Stone	\$ 3,500.00	\$ -	\$ 3,500.00
	(265) stocked s/Bridgewood Cab w/ amazon wall b			
Windows	PELLA Commercial windows	\$ 24,800.00	\$ -	\$ 24,800.00
Appliances	Allowance for break area appliances	\$ 2,500.00	\$ -	\$ 2,500.00
Decorative Lighting and Hardware	Allowance	\$ 3,000.00	\$ -	\$ 3,000.00
Drop ceiling (where applicable)	BTB	\$ 6,500.00	\$ -	\$ 6,500.00
Exterior doors and Air Lock Doorway system	Valley Glass Shop	\$ 38,700.00	\$ -	\$ 38,700.00
Fence Materials (no turf included)	Valley Lumber	\$ 2,800.00	\$ -	\$ 2,800.00
Fence Labor	BTB	\$ 4,800.00	\$ -	\$ 4,800.00
	Builders Inc. (3% job cos un-expected occur			
Total Estimated Cost / Sales Price				

*Any fine dust cleaning is the responsibility of the Owner/Occupant.
Energy efficiency grant opportunity

We greatly appreciate your business!!!!

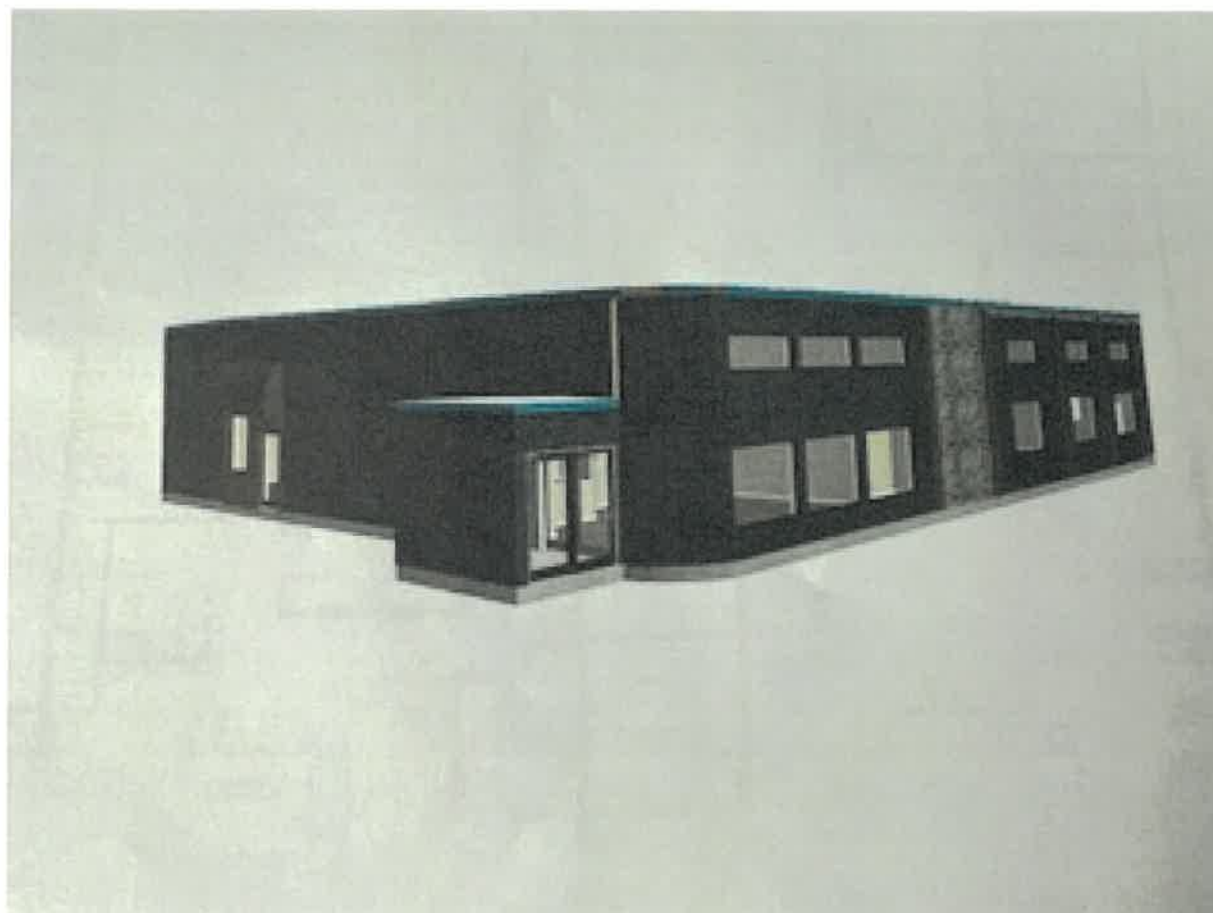
THE UNIVERSITY OF CHICAGO PRESS

CHICAGO, ILL.

1955

1956

1957



Application for improvements to commercial property from Mobility Plus

Mobility Plus applied for the improvement exemption for both of the parcels purchase. The property purchased was formerly Wade's Service Center

I have denied parcel 63-3472013 because they are adding a fence and a new garage door to the brown building currently on the property. The improvements will not increase the assessed value by \$25,000 or 25 % the requirement of the exemption

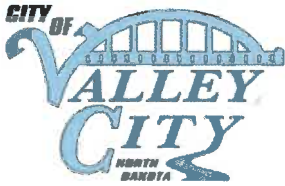
We do not assess fences, they do not get added to the property card

I would recommend approval on remodel exemption for parcel 63-3471986. They will be doing a full transformation from a mechanic shop to physical/occupational therapy clinic of the interior and exterior

The application estimated market value is an estimate until remodel is complete and I go review the property

Tina Drabus

City Assessor



City of Valley City, North Dakota
Application for Property Tax Exemption
Improvements to Commercial & Residential Buildings

N.D.C.C. ch. 57-02.2
File with City Assessor

Property Identification

1. Legal description of property for which exemption is claimed Lots 4 + 5 BLK 21 original townsht
AND Lot 6 less N' 50' BLK 21 original townsht
2. Address of Property 322 + 306 2nd St NU 3. Parcel Number ~~63-3472013~~ 63-347
1986
4. Name of Property Owner MobilityPLUS Asset Management Phone No. 701 890 7900
5. Mailing Address of Property Owner 1109 W Main St Suite B Valley City, ND 58072

Description of Improvements for Exemption

6. Describe type of remodel, renovation, alteration or addition made to the building for which exemption is claimed
(attach additional sheets if necessary) Full transformation from mechanic shop to
physical/occupational therapy clinic, Interior/Exterior
7. Building Permit No. 26-001 8. Year Built 1940
9. Date of commencement of making the improvements Late Feb - March 2026

Applicant's Certification & Signature

10. I certify the information contained in this application is correct to the best of my knowledge.

Applicant [Signature]

Date 12/16/25

Assessor's Determination & Signature

11. Estimated market value of property before the improvements \$ 141,100
12. Cost of making the improvement (all labor, material and overhead) \$ 534,217
13. Estimated market value of property after the improvements \$ 1,099,400
14. The assessor finds the improvements described in this application ☒ DOES ☐ DOES NOT
meet the qualifications for the exemptions for the following reason(s) _____

Assessor [Signature]

Date 1-15-26

Action of Governing Body

15. Action taken on this application by the governing board of the City: APPROVED DENIED

Approval is subject to the following conditions: _____

Exemption is allowed for the years 20____, 20____, 20____, 20____, 20____

City Auditor _____

Date _____

GUIDELINES

1. Residential structures being remodeled must be 25 years old or older (this provision does not apply to commercial buildings; however, if a commercial building is remodeled or altered into an apartment or residential building, it must be 25 years or older to qualify).
2. Remodel project must add a minimum of \$25,000 or 25% of the pre-improvement assessed value of the structure.
3. To be eligible for the exemption, application must be made prior to the completion of the improvements and no more than six months following the date of commencement of making the improvements.
4. Exemption applies only to remodel project; added projects do not qualify. Land is not eligible for exemption.
5. Exemption covers 5 taxable years and is transferable to subsequent owners.
6. Taxes and specials cannot be delinquent during the 5-year period.
7. The owner of a residential property will have a limit of two years from date of approval by City Commission to complete all work stated in the scope of work.

Improvements to commercial or residential structures that qualify:

- Renovation - Restoring to a previous condition or to a good state of repair.
- Remodeling - Changes to style or form to correct functional deficiencies.
- Alteration - Changing, modifying or varying by material change.
- Addition - A structure attached to existing building, increasing size.

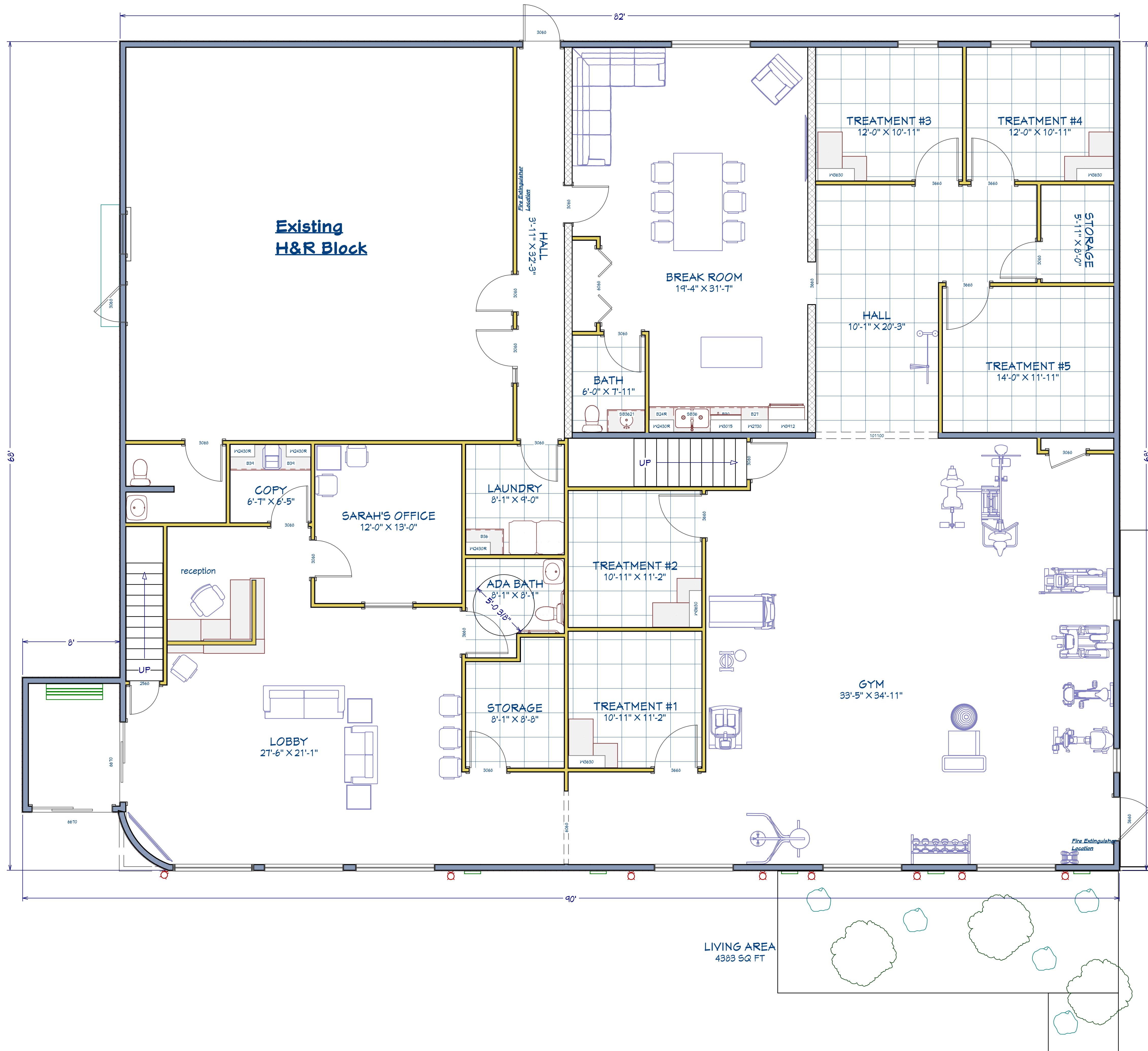
Improvements that do not qualify:

- Complete replacement of one building with another building.
- A separate structure not attached to the existing building.
- Improvements prior to six months before governing body approves exemption.

NOTE:

This resolution may be rescinded or amended at any time, and the governing body may limit or impose conditions including limitations on the time during which an exemption is allowed.





--

NO.	DESCRIPTION	BY	DATE

--

--

--

--

--

--

--

--

--