

# CITY COMMISSION MEETING VALLEY CITY, NORTH DAKOTA

Tuesday, November 4, 2025  
5:00 PM

The City Commission Meeting will begin on Tuesday, November 4, 2025 at 5:00 PM CT, at the City Commission Chambers, 220 3<sup>rd</sup> St. NE, Valley City, ND.

The meeting is also available to view online <https://us06web.zoom.us/j/81829777720> or listen by calling (1 346 248 7799) Webinar ID: 818 2977 7720.

<b>Board of City Commissioners</b>	<b>Role</b>	<b>Department Supervisor</b>	<b>Role</b>
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

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**NEXT RESOLUTION NO. 2507**

**NEXT ORDINANCE NO. 1181**

## CALL TO ORDER

## ROLL CALL

## PLEDGE OF ALLEGIANCE (PLEASE STAND)

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

### APPROVAL OF CONSENT AGENDA

- A. Approve Minutes from the 10.21.2025 Finance & Commission Meetings. **Page 3-4**
- B. Approve Local Contractor Application:
- a. Escape Fire Protection, Inc. – Vadnais Heights, MN **Page 5-8**
  - b. Tecta America Dakotas – Fargo, ND **Page 9-12**
- C. Approve Gaming Site Authorization License:
- a. ND Chapter of Delta Waterfowl, Inc **Page 13**
  - b. Valley Twisters Gymnastics Club, Inc. **Page 14-16**

Roll Call: Erickson Gulmon Bishop Magnuson 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 [tplicity@valleycity.us](mailto:tplicity@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

## PUBLIC HEARING

1. Open Public Hearing Regarding Application for Alcoholic Beverage License for Bon Bon Café.  
(City Attorney Martineck) **Page 17-31**

Motion to Close Hearing.

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

Approve Application for Alcoholic Beverage License for Bon Bon Café.

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

**ORDINANCE**

**RESOLUTION**

RES 2505. A Resolution Approving Conditional Use Permit Auditors Lot 1 and the 360' of the E 820' of Auditor's Lot 2 NW1/4 Section 32-140-58. *(City Attorney Martineck)* **Page 32-55**

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

RES 2506. A Resolution Authorizing the Issuance and Sale of \$600,000 Wastewater Treatment Improvement Warrant, Series 2025. *(Finance Director Klein)* **Page 56-63**

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

**NEW BUSINESS**

NB1. Approve changes to Employee Policy and Procedure Manual. *(City Attorney Martineck)* **Page 64-65**

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

**CITY ADMINISTRATOR'S REPORT**

**CITY UPDATES & COMMISSION REPORTS**

**ADJOURN**

# CITY COMMISSION MEETING VALLEY CITY, NORTH DAKOTA

*Tuesday, October 21, 2025*

President Carlsrud called the meeting to order at 5:00 PM.

**Members present:** President Carlsrud, Commissioner Bishop, Commissioner Magnuson, Commissioner Erickson, Commissioner Gulmon.

**Others:** City Administrator Crawford, City Attorney Martineck, Finance Director Klein, Deputy Auditor Johnson, Police Chief Horner.

## PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

No Changes.

### APPROVAL OF CONSENT AGENDA

A. Approve Minutes from the 10.7.2025 Commission & 10.10.2025 Special Commission Meetings.

B. Approve Extension of City Administrator's Contract.

Commissioner Bishop moved to approve the consent agenda with the exception of extending the City Administrator contract to 2030 instead of 2029, seconded by Commissioner Magnuson.

Motion passed unanimously.

### RESOLUTION

#### **RES 2503. A Resolution Authorizing Bids for Cropland Lease – Auditor's Lot 2 NE1/4 31-140-58 and Auditor's Lot 1 NW1/4 32-140-58.**

Commissioner Gulmon moved to approve Authorizing Bids for Cropland Lease with a \$70 per acre minimum bid, seconded by Commissioner Erickson.

Motion passed unanimously.

#### **RES 2504. A Resolution Establishing Fee for Water Tower Infrastructure.**

Commissioner Gulmon moved to approve Water Tower Infrastructure fee of \$1.90 per water meter, seconded by Commissioner Bishop.

Motion passed unanimously.

### NEW BUSINESS

#### **N1. Approve Monthly Bills for the City and Public Works in the Amount of \$3,569,764.**

Commissioner Magnuson moved to approve, seconded by Commissioner Bishop.

Motion passed unanimously.

#### **N2. Approve 2024 Audit Report prepared by Brady Martz.**

Commissioner Gulmon moved to approve, seconded by Commissioner Magnuson.

Motion passed unanimously.

#### **N3. Approval of Master Police Officer position.**

Commissioner Bishop moved to approve, seconded by Commissioner Gulmon.

Motion passed unanimously.

#### **N4. Approve 2026-2030 School Resource Officer Contract.**

Commissioner Magnuson moved to approve, seconded by Commissioner Bishop.

Motion passed unanimously.

#### **N5. Approve ND DWR Construction Cost-Share Application for Northwest Standpipe Replacement Project.**

Commissioner Bishop moved to approve, seconded by Commissioner Magnuson.

Motion passed unanimously.

#### **N6. Approve Award – Northwest Area Water System Improvements.**

Pending funding approval. Commissioner Bishop moved to approve the Northwest Area Water System Project bids as follows Contract 1: Maguire Iron, Inc. in the amount of \$2, 749,000.00, Contract A: Maguire Iron, Inc. in the amount of \$165,000.00, Contract 2: Swanberg Construction in the amount of \$545,954.00, Contract 3: Hi-Line Electric in the amount of \$176,901.00, seconded by Commissioner Gulmon.

Motion passed unanimously.

Motion passed unanimously.

#### **N7. Approve Amendment to Section A.2.3.1 of Guaranteed Maximum Price Amendment to Construction Manager at Risk Agreement with McGough Construction -- Substantial Completion Date October 19, 2026.**

Commissioner Erickson moved to approve, seconded by Commissioner Magnuson.

Motion passed unanimously.

### CITY ADMINISTRATOR'S REPORT

**City Administrator Crawford** reported that the standing pile of soil from the new Service Center location site has been hauled to the permitted site. We received official word that the grant we had been working on for the transmission line replacement has been approved in the amount of \$715,468.

**ADJOURN** – 5:23 P.M.

Attested to by:

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Brenda Klein, Finance Director  
City of Valley City

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Dave Carlsrud, President of the  
City of Valley City Commission





# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 000047274

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Escape Fire Protection Inc.** whose address is in LITTLE CANADA, MN, 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.

**Escape Fire Protection 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 6, 2025

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

Michael Howe  
Secretary of State

The North Dakota Secretary of State verifies that:

**Escape Fire Protection 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 # 000047274



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: Tecta America Dakotas
Owner: Tecta America
Mailing Address: 2315 7th Ave N
City, State Zip Code: Fargo, ND 58102
Phone Number: 701-232-7330
Email Address: mkittelson@tectaamerica.com
Today's Date: 10/29/2025

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

X Contractor Electrician Plumber Mechanical

State License Numbers (provide all that apply):

Electrician Plumber 507 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: X \$100 if initial application, make checks payable to City of Valley City
\$50 if renewal application Paid by CC on 10/29/2025

RETURN TO: Valley City Auditor Phone: (701) 845 – 1700
220 3rd St. NE Email: jhintz@valleycity.us
Valley City, ND 58072



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2025

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).

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> CSU Construction <b>PHONE (A/C, No, Ext):</b> 630-468-5600 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> CSUConstruction@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Tecta America Dakotas LLC 2315 7th Avenue North Fargo, ND 58102	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>NAIC #</b> 23035	
	<b>INSURER B:</b> LM Insurance Corporation <b>NAIC #</b> 33600	
	<b>INSURER C:</b> Navigators Insurance Company <b>NAIC #</b> 42307	
	<b>INSURER D:</b> Starr Indemnity and Liability <b>NAIC #</b> 38318	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1400821187

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EB2-641-435487-43	3/31/2025	3/31/2026	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-435487-44	3/31/2025	3/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			LA25EXCZ04Q52IV 1000586973251	3/31/2025 3/31/2025	3/31/2026 3/31/2026	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000 \$
B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA5-64D-435487-395 (AOS) WC5-641-435487-415 (WI & MN)	3/31/2025 3/31/2025	3/31/2026 3/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)

**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

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# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 507

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **TECTA AMERICA DAKOTAS LLC** whose address is in GRAND FORKS, 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.

**TECTA AMERICA DAKOTAS LLC** 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 31, 2025

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

Michael Howe  
Secretary of State



October 31, 2024

Ref: L0035871872  
 Acct: 0306411-CCT-005

TECTA AMERICA DAKOTAS LLC  
 PO BOX 12878  
 GRAND FORKS ND 58208-2878

(083) 

000641-1277



**North Dakota Contractor's Tax Clearance – Expires December 31, 2025.**

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

***This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.***

Brittany Herberholz  
 Customer Support Supervisor

***Please Note: If You Are No Longer Doing Business In North Dakota***, indicate in the space below the date you ceased operations in this state, sign and date, ***make a copy for your records***, and return this document to our office.

\_\_\_\_\_  
 Date Operations Ceased  
 In North Dakota

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



**GAMING SITE AUTHORIZATION**  
 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**ND Chapters of Delta Waterfowl, Inc**

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location  
**Valley City Eagles Club 2192**

Street <b>345 12th Ave NE</b>	City <b>Valley City</b>	ZIP Code <b>58072</b>	County <b>Barnes</b>
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Beginning Date(s) Authorized <b>2/28/2026</b>	Ending Date(s) Authorized <b>2/28/2026</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
--	---	---

Specific location where games of chance will be conducted and played at the site (required)  
**Eagles Banquet Hall**

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known  
**2/28/2026**

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo                              | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input checked="" type="checkbox"/> Raffles                 | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle     | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                       | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device         | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device  |  |   |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

**INSTRUCTIONS:**

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General  
 Licensing Section  
 600 E Boulevard Ave, Dept. 125  
 Bismarck, ND 58505-0040  
 Telephone: 701-328-2329 OR 800-326-9240



**GAMING SITE AUTHORIZATION**  
 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Valley Twisters Gymnastics Club, Inc.**

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location  
**Sho - 3 LLC**

Street  
**455 Winter Show Rd. SW**

City  
**Valley City**

ZIP Code  
**58072**

County  
**Barnes**

Beginning Date(s) Authorized  
**1/1/2026**

Ending Date(s) Authorized  
**6/30/2026**

Number of Twenty-One tables, if zero, enter "0"  
**0**

Specific location where games of chance will be conducted and played at the site (required)  
**(10) E-tab machines will be in an adjoined room south of the bar. (1) dispensing pull tab machine will be in the bar**

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known  
**N/A**

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)  
*Sunday - Saturday*

Hours of gaming (if restricted)  
*8am - 1:50am*

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date

**PRINT** Name and official position of person signing on behalf of city/county above

**INSTRUCTIONS:**

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General  
 Licensing Section  
 600 E Boulevard Ave, Dept. 125  
 Bismarck, ND 58505-0040  
 Telephone: 701-328-2329 OR 800-326-9240



**RENTAL AGREEMENT**  
 OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) <b>Sho - 3 LLC</b>		Site Name <b>Sho - 3 LLC</b>		Site Phone Number <b>701-845-5333</b>
Site Address <b>455 Winter Show Rd SW</b>		City <b>Valley City</b>	State <b>ND</b>	Zip Code <b>58072</b>
Organization <b>Valley Twisters Gymnastics Club, Inc.</b>		Rental Period <b>1/1/2026</b> to <b>June 30, 2026</b>		County <b>Barnes</b>
1. Is Bingo going to be conducted at the site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				\$
1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ <input checked="" type="checkbox"/> Rent per Table \$ _____		2. Is Twenty-One conducted at this site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 _____ <input checked="" type="checkbox"/> Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ <input checked="" type="checkbox"/> Rent per Table \$ _____		3. Is Paddlewheels conducted at this site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ <b>50</b>
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>10</u>		5. Are Electronic Pull-Tabs conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ <b>1,200</b>
<b>Total Monthly Rent</b>				\$ <b>1,250</b>
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

**TERMS OF RENTAL AGREEMENT:**

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title <b>manager.</b>	Date <b>10/29/2025.</b>
Signature of Lessee 	Title <b>Gaming Manager</b>	Date <b>10/29/2025</b>

### **North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable Expenses - Rent Limits)**

4. For a site where bingo is conducted:
  - a. If bingo is the primary game, the monthly rent must be reasonable
  - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game.
  - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or a jar bar and dispensing device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
  - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, the monthly rent may not exceed four hundred dollars.
  - c. If pull tabs is conducted using one or more electronic pull tab devices, the monthly rent may not exceed one hundred seventy-five dollars per machine for the first five machines in the same venue. For each additional machine in the same venue beyond five, the monthly rent may not exceed seventy-five dollars per machine up to a maximum of one thousand two hundred fifty dollars per month for all electronic pull tab devices in a single venue.

### **North Dakota Administrative Code § 99-01.3-02-06 (Rental Agreement)**

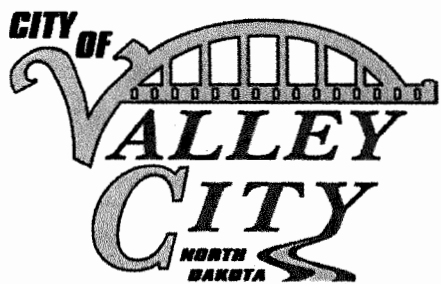
3. Rent must be a fixed dollar amount per month
  - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
  - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning, and heating, to a vendor.
  - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century Code section 53-06.1-11.

Special considerations are:

    - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of North Dakota Century Code section 53-06.1-11; and
    - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels or pull tabs, no additional rent is allowed.
  - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.
- \*4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general **before** its effective date.

### **North Dakota Administrative Code § 99-01.3-08-01 (Restrictions and Requirements)**

4. An organization may pay monthly rent for more than one table provided that each additional table is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year. The organization shall document each table's usage, which includes the date, table number, and drop box cash amount for each table and how the prorated rental amounts were determined. This documentation must be retained with the organization's twenty-one records for three years.



**City of Valley City, North Dakota  
Application for  
Alcoholic Beverage License**

FOR PERIOD: Beginning July 1st, ~~2024~~<sup>2025</sup> - June 30, ~~2025~~<sup>2026</sup>

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: JAMES BON BON CAFE  
 Owner of Premises: ① ~~JACK JAMES MOMANEY~~ James Jenson  
 Ownership Contact: x JACK JAMES MOMANEY  
 Mailing Address: x 137 CENTRAL AVE N  
 City, State, Zip Code: VALLEY CITY ND 58072  
 Phone Number: x 701-964-3350  
 Email Address: MOMANEYJACK@YAHOO.COM

Names and state of residence of all partners, officers, directors, and owners holding a five percent or greater interest in the business:

per Jack - He owns 100%.

Resident Manager: VIVA KAENLON  
 May be the licensee/owner if permitted under VCMC 4-01-01(20) and 4-01-05(2)(a).  
 Mailing Address: 137 CENTRAL AVE N  
 City, State, Zip Code: VALLEY CITY ND 58072  
 Phone Number: 334-546-4665  
 Email Address: THAIHOTMINOT@GMAIL.COM / MOMANEYJACK@YAHOO.COM

Type of License Applying For (check all that apply):  
 Cabaret Licenses sold separately.

<input type="checkbox"/>	License Class	License Description	Annual Fee <sup>1</sup>
<input type="checkbox"/>	Class A	Club/Lodge -- On-sale and off-sale beer, wine, sparkling wine, liquor	\$2,250
<input type="checkbox"/>	Class B	Beer -- On-sale and off-sale beer	\$250
<input type="checkbox"/>	Class C	Liquor -- On-sale and off-sale wine, sparkling wine, liquor	\$2,000
<input type="checkbox"/>	Class D(1)	Restaurant - Liquor On-sale beer, wine, sparkling wine, liquor	\$2,250
<input checked="" type="checkbox"/>	Class D(2)	Restaurant - Beer/Wine On-sale beer, wine, sparkling wine	\$500
<input type="checkbox"/>	Class D(3)	Restaurant - Beer On-sale beer	\$250
<input type="checkbox"/>	Class E	Retail Business On-sale beer, wine, sparkling wine	\$500
<input type="checkbox"/>	Class G	Microbrew Pub, Must hold Class B License	\$500
<input type="checkbox"/>	Class H	Brewer Taproom	\$500
<input type="checkbox"/>	Class I	Private Event/Entertainment Center	\$2,250
<input type="checkbox"/>	Class J	Private Golf Course	\$2,250

**<sup>1</sup>Renewal Applications.** An application for renewal of an existing license, and the applicable fee, are due no later than 5:00 PM on the first Monday in June.

A licensee applying for renewal of a license (except a Class B license) may elect to submit one half of the annual fee with the application, and the second half of the annual fee no later than 5:00 PM on the first Monday in December.

Late fees apply as follows:  
 \$250 first day  
 \$100 every day thereafter, until license fee and/or complete application received by City

**LICENSE APPLICATION QUESTIONNAIRE**

The following questions are required to ensure the type of license(s) requested are appropriate for your business, and that the business will be in compliance with local law.

**All Applicants:**

1. Will you sell packaged alcoholic beverages for consumption off or away from the licensed premises?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Will you sell alcoholic beverages for consumption on the licensed premises?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3. Will the premises be leased or under contract for deed to any other individual, partnership, or organization for the sale of alcoholic beverages?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <i>* If yes, attach separate sheet with explanation.</i>
4. Are any of the individuals named in this application under the age of 21?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5. Have any of the individuals named in this application been convicted of a misdemeanor or felony offense in the last five years?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>* If yes, attach separate sheet with explanation.</i> no

**Business Opening Date (new applicants):** \_\_\_\_\_

**Proposed Operating Hours:** 11.00 AM - 02.00 AM

**All applicants:**

1. Will you allow individuals under the age of 21 to enter the premises? If no, skip to next section.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>*If yes, please submit a statement from your financial representative certifying that the gross revenue ratio of goods and/or services to alcoholic beverages is in compliance with VCMC Title 4.</i>
a. Will individuals under 21 years of age be permitted in the room where alcoholic beverages are being opened and mixed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>*If yes, attach separate sheet with explanation.</i>
b. Will individuals under 21 years of age be permitted in any part of the establishment which is separated from the designated area in which alcoholic beverages are opened or mixed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>*If yes, attach separate sheet with explanation.</i>

**Class A License Applicants Only:**

N/A

1. Is the club/lodge a subsidiary of national organization?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a. Name of national organization:		
b. Years in existence:		
2. Number of local members:		
3. Years local club/lodge in existence:		

**Class D License Applicants Only:**

1. Number of seats exclusive of counter seating:	<u>6</u>	<u>18</u>
2. Number of days the restaurant will be open each week:	<u>6</u>	
3. Number of parking spaces available to restaurant:	<u>10</u>	
4. Will you provide a food and meals intended for individual consumption, fully prepared and cooked on the premises, that are not primarily pre-packaged, pre-processed, or pre-prepared foods reheated for fast service, and in which the sale of alcoholic beverages is incidental to the service of food?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**<sup>1</sup>Renewal Applications.** An application for renewal of an existing license, and the applicable fee, are due no later than 5:00 PM on the first Monday in June.

A licensee applying for renewal of a license (except a Class B license) may elect to submit one half of the annual fee with the application, and the second half of the annual fee no later than 5:00 PM on the first Monday in December.

Late fees apply as follows:

\$250 first day

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**LICENSE APPLICATION QUESTIONNAIRE**

The following questions are required to ensure the type of license(s) requested are appropriate for your business, and that the business will be in compliance with local law.

**All Applicants:**

1. Will you sell packaged alcoholic beverages for consumption off or away from the licensed premises?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Will you sell alcoholic beverages for consumption on the licensed premises?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3. Will the premises be leased or under contract for deed to any other individual, partnership, or organization for the sale of alcoholic beverages?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No * If yes, attach separate sheet with explanation.
4. Are any of the individuals named in this application under the age of 21?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5. Have any of the individuals named in this application been convicted of a misdemeanor or felony offense in the last five years?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No * If yes, attach separate sheet with explanation. <i>no</i>

**Business Opening Date (new applicants):** \_\_\_\_\_

**Proposed Operating Hours:** 11:00 AM - 02:00 AM

**All applicants:**

1. Will you allow individuals under the age of 21 to enter the premises? If no, skip to next section.	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	*If yes, please submit a statement from your financial representative certifying that the gross revenue ratio of goods and/or services to alcoholic beverages is in compliance with VCMC Title 4. <i>Attached Sale Receipts</i>	
a. Will individuals under 21 years of age be permitted in the room where alcoholic beverages are being opened and mixed?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	*If yes, attach separate sheet with explanation.	
b. Will individuals under 21 years of age be permitted in any part of the establishment which is separated from the designated area in which alcoholic beverages are opened or mixed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	*If yes, attach separate sheet with explanation.	

**Class A License Applicants Only:**

*N/A*

1. Is the club/lodge a subsidiary of national organization?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a. Name of national organization:		
b. Years in existence:		
2. Number of local members:		
3. Years local club/lodge in existence:		

**Class D License Applicants Only:**

1. Number of seats exclusive of counter seating:	<i>5</i>	<i>18</i>
2. Number of days the restaurant will be open each week:	<i>6</i>	
3. Number of parking spaces available to restaurant:	<i>10</i>	
4. Will you provide a food and meals intended for individual consumption, fully prepared and cooked on the premises, that are not primarily pre-packaged, pre-processed, or pre-prepared foods reheated for fast service, and in which the sale of alcoholic beverages is incidental to the service of food?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Class E License Applicants Only**

1. Zoning District:		
2. Square footage of retail establishment:		
3. Square footage of licensed area:		
4. Is the are to be licensed separated from the non-licensed portion of the business by a wall designed to allow sales personnel to serve customers and make sales in the licensed and unlicensed portions of the premises, and that may allow customers in either portion of the premises access to the other portion?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5. Will Purchases of alcoholic beverages be made only in the area licensed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6. Will 70% of the annual gross sales be from goods and services other than alcohol?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. Will the business have regular operating hours?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. Will alcohol be sold only during regular operating hours?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9. Will the licensed portion of the premises have 25 or fewer seats?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Class I License Applicants Only**

1. Square footage of licensed premises:		
2. Occupancy load:		
3. Will annual gross receipts from ticket sales and facility rental total at least \$50,000?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4. Will 60% or more of annual gross receipts of the establishment be derived from tickets, food and rent of the facility?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <i>*If yes, please submit a statement from your financial representative certifying that you are in compliance.</i>
5. Will food be made available at every event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6. Will the licensee ensure that there is no permanent bar with seating?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Class J License Applicants Only**

1. Will licensee operate a restaurant on the premises?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. Will 50% or more of annual gross receipts of the restaurant be derived from food?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <i>*If yes, please submit a statement from your financial representative certifying that you are in compliance.</i>
3. Will licensee sell alcoholic beverages on the golf course?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>*If yes, please submit a letter of approval from an authorized agent of the golf course operator, if different from licensee.</i>

**New Applicant or Relocation Only:**

1. Are the premises listed in this application within 150 feet of a church or synagogue?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>* If yes, submit a letter of support. (Class A lic. excluded)</i>
2. Are the premises listed in this application within 150 feet of public or parochial school grounds?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Are all off-street parking areas for the business lighted?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4. Can the licensed premises be accessed by customers through an interior connection from another business?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**TERMS & CONDITIONS**

**All Applicants:**

1. I have reviewed Title 4 of the Valley City Municipal Code, and I am familiar with the rules and regulations therein. If granted an alcoholic beverage license, I will obey, abide by, and comply with said rules and regulations, along with the laws of the State of North Dakota, as well as any amendments to state or municipal code which may be made in the future.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. I agree not to sell, serve or dispense, or permit the furnishing of any alcoholic beverage on the licensed premises to a habitual drunkard, an obviously intoxicated person, an individual under 21 years of age, or a person under guardianship after written notice of such guardianship by the legal guardian and during the continuance of such guardianship.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3. I agree that an individual under 21 years of age is not permitted to enter or remain on the licensed premises unless specifically authorized under V.C.M.C. Title 4 and state law.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4. I understand that an alcoholic beverage license is not a property right; the city may decline to issue said license in its discretion; and said license is not transferable except by specific authority of the Board of City Commissioners.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Most Current: Use this one.

5. I understand that an alcoholic beverage license authorizes the sale of alcoholic beverages only by the license holder and only upon the specific premises designated in the application and thereafter approved by the Board of City Commissioners.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6. I certify that the Resident Manager and all owners and employees who sell, monitor the sale of, mix, serve, or dispense alcoholic beverages, or who are involved in checking identification or providing admission/security services upon the licensed premises during the course of their regular work requirements and have been employed at least 60 days have attended a responsible server training course approved by the Valley City Police Department.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. I agree to ensure all persons requiring server training receive server training at all times during the license year.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. I agree to keep copies of the server training certificates and produce them for city officials upon request.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9. I agree to inform the City Finance Director in writing within 30 days of any changes in the facts supplied to the City in my initial application and any renewal application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10. I understand that violations of V.C.M.C. Title 4 may result in fines, suspension or revocation of the license, criminal penalties, or all of the above.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**IN ADDITION TO ANY STATEMENT, EXPLANATION OR OTHER DOCUMENTATION REQUIRED ABOVE, SUBMIT THE FOLLOWING WITH YOUR APPLICATION**  
(incomplete applications will not be processed)

Alcoholic Beverage Floor Plan form (not applicable to renewals unless there are modifications to existing floor plans)

NA Transfer Application form, if applicable

List of employees who attended server training and/or who need to attend server training, and the date of training. 1 person - Uiyaw

Owner's Statement (not applicable to renewal)  
\* Owner must attach a statement in support of application which explains how the proposed establishment will be a definite asset to the city, and addresses other factors that may be relevant to the decision to approve this application, including but not limited to: (i) proximity of other businesses licensed to sell alcoholic beverages, (ii) effect on neighboring property owners or occupants, (iii) suitability of premises for sale of alcoholic beverages, (iv) zoning regulations, (v) proximity of schools, churches, funeral homes, public buildings, or buildings used by and for minors.

LICENSE FEE: ~~125.00~~ <sup>500.00</sup> 450.00 = 9 months (application for new or transfer license prorated based on no. of months remaining in lic year)

TRANSFER FEE: NA (full annual fee x .5; not assessed if transferor and transferee file a joint application at time of renewal and transfer is executed no later than August 30)

APPLICATION FEE: ~~125.00~~ <sup>112.50</sup> 31.25 (license fee x .25; applies to new, transfer and relocation applications)

PUBLICATION FEE: 18.72 (applies to new or relocation applications)

LATE FEE: NA

Please confirm amounts with Auditor's Office and make checks payable to City of Valley City.

RETURN TO: Valley City Auditor  
254 2<sup>nd</sup> Ave NE  
Valley City, ND 58072  
Phone: (701) 845 - 8121  
Email: jhintz@valleycity.us

174.98  
pd 643.72 CK 1042  
581.22 Due for 2025-26

Credit \$62.50 overpayment.

CERTIFICATION

I, JACK J. MOMANEY HEREBY request approval of an alcoholic beverage license, as indicated above, from July 1st, 2024 to June 30, 2025.

I certify that all information, statements, and affirmations contained in this application and all accompanying documents are true and correct.

Dated this 20 day of 03, 2025.

Jack J. Momaney  
Title: OWNER

**For City Use Only**

**Reviewed by Auditor's Office:**

- Property tax not delinquent. Parcel # 63-34 00061 (145 Central Ave N)
- Server training list
- Transfer Application, if applicable lot 7 BIKI NP West
- Owner's statement, if applicable First Addition
- CPA statement or copy of sales tax returns, if applicable Receipts
- Explanation of lease or contract for deed, if applicable
- Explanation of criminal convictions, if applicable
- Letter of support from church or synagogue, if applicable
- Floor plan form, if applicable
- Fees paid
- Public hearing scheduled Nov 4th
- Notice published at least 10 days prior to hearing (new license or relocation)

Application deemed complete Viya Kaewklor  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**Reviewed by Police Department:**

- Server training in good order
- Application in good order

Recommendation:  Approve// Deny// Administrative Hearing

[Signature] \_\_\_\_\_ 10/02/25  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**Reviewed by Fire Department:**

- Safety inspection complete

Recommendation:  Approve// Deny// Administrative Hearing

[Signature] \_\_\_\_\_ 10 03 2025  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**Reviewed by Commission**

\_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date of Final Action \_\_\_\_\_

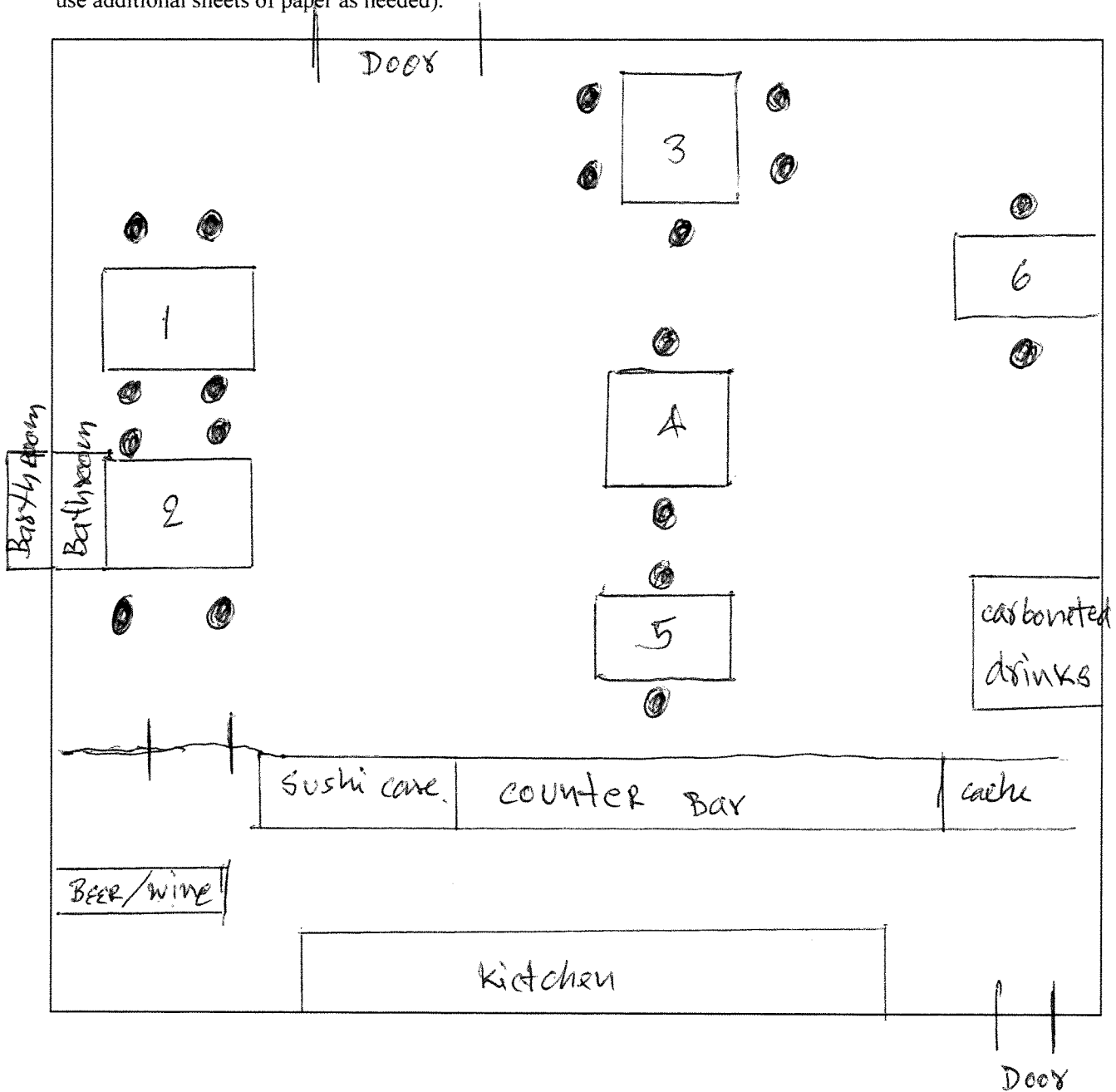
# Alcoholic Beverage Floor Plan

Name of Business: James bon bon cafe

Name of Person submitting Floor Plan: JACK MORMANEY

**Submit one time unless you make changes.**

Using the space below, draw a clear and understandable floor plan of the premises to be/is licensed. Show all exits, bars, dining areas (if any), beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. Use a different color to outline the area(s) used for the sale and/or dispensing of alcoholic beverages. This diagram should include outside patio areas, smoking shelters etc. (please use additional sheets of paper as needed).



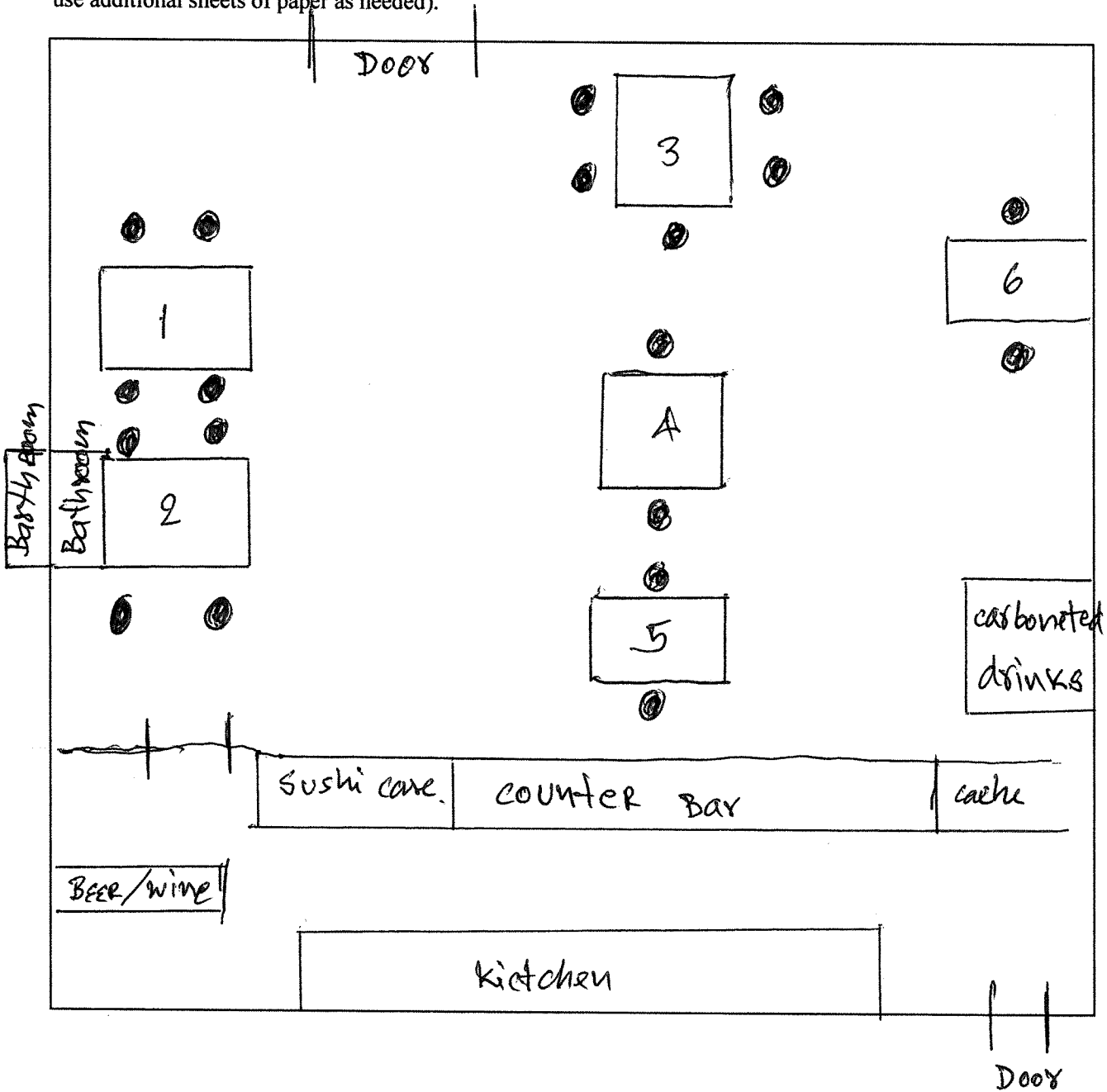
# Alcoholic Beverage Floor Plan

Name of Business: James bon bon cafe

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Submit one time unless you make changes.

Using the space below, draw a clear and understandable floor plan of the premises to be/is licensed. Show all exits, bars, dining areas (if any), beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. Use a different color to outline the area(s) used for the sale and/or dispensing of alcoholic beverages. This diagram should include outside patio areas, smoking shelters etc. (please use additional sheets of paper as needed).



## COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between Lawn Now, LLC, a North Dakota Limited Liability Company, 1002 3<sup>rd</sup> Ave SE, Jamestown, ND hereinafter referred to as "Lessor" and Jack James Momaney, a Sole Proprietorship \_\_\_\_\_, hereinafter referred to as "Lessee."

For and in consideration of the mutual agreements herein contained, the parties agree that this Lease Agreement covering the property herein described shall be subject to the following terms and conditions:

**Leased Premises.** Lessor hereby leases to Lessee the premises, Approximately 2300 sq ft located at \_\_137 Central Ave N Valley City, ND \_\_\_\_\_ and which real estate is described as follows:

LOT 7 BLK 1 NP WEST 1ST ADDTION

[Legal description obtained from a previously recorded deed]

**subject to all reservations, covenants, easements and rights of way of record**, which consists of approximately \_\_1300 sq ft on the main floor and 1000 sq ft in the basement \_\_\_\_\_. This property shall be referred to as the "Subject Property".

1. **Use.** Lessee shall use and occupy the premises as a restaurant and for no other purpose without the prior written consent of Lessor. Lessee shall not intentionally or knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation by any governmental agency. Lessee shall not deface or injure the premises or the building, permit anything to be done on the premises tending to create a nuisance, or permit any activity in the premises that will result in an increase of any insurance premium on the premises or the building.

The Lessee shall not use the premises for any purpose which would increase the risks and premiums on insurance, even if such use may be in furtherance of Lessee's business purposes without written consent of Lessor. The Lessee shall not keep, use, nor sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of insurers applicable to the premises necessary to keep in force fire and liability insurance. The Lessee shall not allow any waste or nuisance on the premises. The Lessee's business practices will meet or exceed the usual and customary practices of the industry.

2. **Rent.** During the term of this lease, Lessee shall pay to Lessor rent for the Subject Property as follows:

- \$ 1000 \_\_\_\_\_ per month until \_\_06/30/2026\_\_\_\_\_ The first payment will be due 08/01/2023

Such payments shall be made payable to Lessor and shall be delivered via ACH withdrawal on or before the first business day of each month during the Term, provided, however, that no default shall be claimed unless such Rent is not paid within fifteen (15) days from Lessee's receipt of Lessor's notification of such non-payment.

- 1
3. **Security Deposit.** Lessee agrees to pay a security deposit in the amount of

\$1000, which shall be delivered on or before 07/03/2023. The security deposit shall be held by Lessor as security for the faithful performance by Lessee of all of the terms, covenants, and conditions of this Lease applicable to Lessee. If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the condition of the Premises upon Lease Termination, Lessor may in addition to other rights and remedies (but shall not be required to) use, apply or retain all or any part of the security deposit for the payment of any amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any loss or damage which Lessor may suffer by reason of Lessee's default. If the Lessee fully and faithfully performs every provision of this Lease, the security deposit or any balance thereof shall be returned with interest to Lessee at Lease expiration or termination and after Lessee has vacated the Premises.

4. **Term.** This Lease shall commence upon the signing of this Lease by both parties and shall terminate, without further notice, on the last day of 06/30/2026, unless earlier terminated as provided herein (the "Term"). Parties acknowledge and agree to the retroactive impact of this lease, if any.
5. **Option to Extend.** Should Lessee seek to extend the term of this lease, Lessee must provide written notice to Lessor not less than three (3) months prior to the end of the initial Lease Term; provided, however, Lessor has the sole discretion to grant or withhold such extension and to determine the length of such extension equal to or less than that of Lessee's request. If Lessee is in material default under this Lease, the Option to Extend shall be totally ineffective, and this Lease shall expire on the last date of the initial Lease Term, if not sooner terminated. Should Lessee request an extension of this Lease and Lessor accepts subject to an increased rental rate that Lessee rejects, such Lease shall expire on the last date of the initial Lease Term.
6. **Late Payment.** If the Rent payment is not made within five (5) days of the due date, a late payment in the amount of five-dollars (\$5.00) per day will be added as additional rent until such payment is made in full.
7. **Taxes.** Lessor shall be responsible for the payment of all real estate taxes and special assessments upon the subject property incurred during the lease term.
8. **Utilities.** All applications and connections for necessary utility services shall be made by Lessee and in Lessee's name. Lessee shall be solely liable for all such utility charges as they become due. Utilities include, but are not limited to, electricity, heat, water, garbage, and sewer.
9. **Repair and Maintenance.** Lessee shall maintain the premises during the term of the contract including all repairs and consented to improvements. Lessee shall maintain the premises in good repair, working order and condition, reasonable wear and tear excepted, and from time to-time make or cause to be made such replacements and repairs to the premises to maintain said good repair, working order and condition. The Lessee shall be responsible for any damage which occurs to the premises as a result of the negligence of the Lessee, its employees, agents or invitees. The Lessor shall maintain the parking lot, if any, including any repairs and cleaning. Lessor to have the hood vent and bathroom operational upon lessee entry. Lessee to be responsible for the hood vent and bathroom after lessor makes operational.

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Lessee shall receive written permission from Lessor prior to any renovations or improvements.

10. **Snow Removal and Lawn Mowing.** Lessor shall be responsible for prompt snow removal from the Subject Property, including all entries, walkways, sidewalks, roof, and parking areas. Lessor shall also be responsible for all lawn care, if any, to be done on the property.
11. **Signs.** Lessee shall not place any sign upon the exterior of the building without Lessor's prior written consent. Lessee, at Lessee's expense, shall install, maintain, and remove any said signs prior to the expiration of the Lease and shall make any repairs at Lessee's expense to the building upon removal of said signs.
12. **Delivery, Acceptance, and Surrender of Premises.** Lessee has inspected the premises. Lessee accepts the premises in its condition and agrees that the premises is in a good state of repair and sanitary condition. Lessee shall surrender the premises at the end of the term of this lease, or any renewal thereof, in the same condition as when the Lessee took full possession, allowing for reasonable use and wear.
13. **Entry of Premises.** Lessor reserves the right to enter onto the premises at reasonable times to inspect the same, perform required or elective maintenance and repairs, work on electrical systems or other portions of the premises, or make additions, alterations or modifications to any part of the building upon which the premises are located, and Lessee shall permit Lessor to do so. This by no means obligates Lessor to conduct such work at the request of Lessee.
14. **Liability.** Lessor shall not be liable for any liability or damages or claims for injury to any persons or any property from any cause relating to any reason including the occupancy of the premises by the Lessee, during the term of this lease or any extension thereof, unless such loss or damage was caused by the gross negligence of Lessor. Lessee shall indemnify Lessor from all liability, loss, or other damages, claims, or obligations resulting from any injuries or losses of this nature.
15. **Liability Insurance.** Lessee shall procure and obtain and keep in force at its own expense during the term of this lease and any extension thereof public liability insurance with insurers through companies approved by Lessor. Such coverage shall be adequate to protect against liability for damages, and claims for public use arising out of accidents occurring in or around the leased premises. Said insurance policy shall provide coverage for contingent liability of

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Lessor on any such claims or losses unless such claims or losses are caused by the gross negligence of Lessor. Lessee shall indemnify Lessor for any such losses and claims against Lessor. Lessee shall be responsible for maintaining any property insurance for any fixtures, furniture, equipment, merchandise, freight or inventory which the Lessee places within the subject premises. Lessee shall provide to Lessor proof of premium payment on all insurance policies. Lessor shall be expressly named by Lessee as an additional insured party with coverage equal to that of the Lessee on the Lessee's policy. Any insurance policy shall expressly provide that the insurance company shall notify Lessor at least thirty days prior to canceling or reducing coverage. In case of loss, the proceeds shall be paid to Lessor to the extent necessary to recover from said loss in the form of payment obligations due from Lessor to third parties relative to the premises, building, rents due from Lessee, and repairs to property resulting from said loss. Lessee shall provide proof of premium payment to Lessor.

16. **Assignment and Subletting.** Lessee shall not assign or sublet the premises, or any right or privilege connected therewith, or allow any other person except agents or employees of the Lessee to occupy the premises or any part thereof without first obtaining written consent of

Lessor. The consent of Lessor shall not be consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate the Lease at the option of Lessor. The interest of the Lessee in this Lease is not assignable by operation of law without written consent of Lessor.


17. **Default.** In the event Lessee violates any provisions or covenants set forth herein, Lessor shall provide to Lessee a notice to correct or cure such breach. If corrections are not made, or arrangements satisfactory to Lessor made to make such correction within ten (10) days, Lessor may declare the Lessee in default and terminate the Lease. Any waiver by Lessor of any breach will not be deemed a waiver of any breach subsequently occurring.
18. **Partial Destruction.** In the event of partial destruction of the leased premises, such destruction shall not render this lease void or voidable, nor terminated except as herein provided. If the Premises are partially destroyed during the term of this lease, Lessor shall repair them when such repairs can be made in conformity with governing laws and regulations, within ninety (90) days of the partial destruction. Written notice of intention of Lessor to repair shall be given to the Lessee within fifteen (15) days after any partial destruction. In the event Lessee is responsible, in whole or in part, for the partial destruction, the Lessee shall bear the cost of repair commensurate with the level of responsibility. In the event of no fault of Lessee, rent may be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by the Lessee. If the repairs cannot be made within the time specified, Lessor shall have the option to make them within a reasonable time and continue this lease in effect with proportionate rent rebate to the Lessee. If the repairs cannot be made within one hundred eighty (180) days, either party shall have the option to terminate this lease. In the event Lessor determines that it cannot economically repair the premises to a useable condition at least equal to that which existed prior to the destruction, Lessor may elect not to make said repairs and shall immediately so notify the Lessee.
19. **Eminent Domain.** Any eminent domain proceedings which might occur resulting in condemnation of a part of the Premises leased herein, but leaving the remaining premises useable by Lessee for the purposes of the business, will not terminate the lease unless Lessor  
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terminates the lease by giving written notice of termination to the Lessee. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to that portion of the premises condemned, and the lease of the remainder of the premises shall remain intact with no liability of Lessor to Lessee. The rental for the remainder of the lease shall be reduced by the amount of the usefulness of the premises that has been reduced for the business purposes of the Lessee. The Lessee hereby assigns and transfers to Lessor any claim it may have to compensation for damages as a result of any condemnation including leasehold rights, improvements, and equipment loss.
20. **Premises Security.** Lessee acknowledges and agrees that it assumes sole responsibility for security at the Premises for its agents, employees, invitees, licensees, contractors, guests and visitors. Lessee acknowledges and agrees that Lessor does not intend to provide any security system or personnel at the Premises.
21. **Alterations and Improvements.** No improvements or alterations shall be made to the Premises by Lessee without the prior written consent of Lessor which Lessor will not unreasonably withhold.

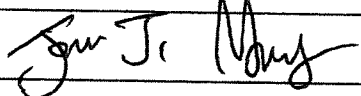
22. **Covenant Against Liens.** Lessee shall not allow any liens arising from any act or omission of Lessee to exist, attach to, be placed on, or encumber Lessor's or Lessee's interest in the Premises by operation of law or otherwise. If any such lien attaches or Lessee receives notice of any such lien, Lessee shall cause the lien to be immediately released and removed of record. Lessor reserves the right to take any action necessary to release and remove the lien, without any duty to investigate the validity of it. All expenses incurred by Lessor in connection with a lien incurred by Lessee or its removal shall be considered Additional Rent under this Lease and be immediately due and payable by Lessee.
23. **Lessor as Party Defendant.** In the event of an act or omission of Lessee, or any of its employees, agents, invitees, licensees, visitors, guests or contractors, Lessor is made a defendant to any action involving the premises or this Lease, Lessee shall hold harmless and indemnify Lessor from all liability or claims of liability including all damages, attorney fees, and costs.
24. **Notice.** Any notice required under this Lease shall be in writing and shall be effective upon receipt by the parties at the provided above. Either party may designate a different address for notice when so provided to the other party in writing.
25. **General Provisions.**
- a. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect any other provision of this Lease.
  - b. **Time of Essence.** It is specifically declared that time is of the essence in all provisions of this lease agreement.
  - c. **Waivers.** No waiver of any provision of this lease shall be deemed a waiver of any other provision or of any subsequent breach of the same. Any consent to, or approval of, an act shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act. The acceptance of compensation by Lessor shall not be a waiver of any preceding breach by the Lessee.
- 5
- d. **Cumulative Remedies.** No remedy or election by Lessor shall be deemed exclusive. However, wherever possible, such remedy or election will be cumulative with all other remedies at law or in equity.
  - e. **Binding Effect and Choice of Law.** This Lease shall bind the parties, the personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of North Dakota and any legal or equitable action or proceeding brought with respect to the lease or the premises shall be brought in Stutsman County, North Dakota.
  - f. **Lease to be Subordinate.** Lessee agrees that this Lease is and shall be at all times subject and subordinate to the lien of any mortgage or other encumbrances which Lessor may create against the premises. This shall include all renewals, replacements, and extensions of mortgages or other encumbrances.
  - g. **Quiet Possession.** Upon the Lessee paying the rent for the premises and observing and performing all of the conditions and covenants of the Lease, Lessee shall have quiet possession of the Premises subject to all of the provisions of this Lease.
  - h. **Easements.** Lessor reserves the right from time to time to grant such easements and right of ways that Lessor deems necessary or desirable so long as such easements and right of ways do not unreasonably interfere with the use of the premises by Lessee.
  - i. **Authority.** The individuals executing this lease individually or on behalf of any business entity represent and warrant that they are duly authorized to execute and deliver this

Lease on behalf of said individual / entity in accordance with the duly adopted resolution of the governing body of the entity and that this lease is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSOR LESSEE  
Lawn Now, LLC

 7/13/21

By:  By: 07/03/23

By: \_\_\_\_\_ By: \_\_\_\_\_

Lessor Owned Items included in lease of 137 Central Ave N Valley City, ND 58072

24 Black Chairs  
3 black tables  
1 green table  
4 vinyl booth benches  
1 prep cooler  
2 deep freezers  
1 gas range/ oven  
5 stainless steel prep tables  
1 commercial bunn coffee pot  
1 wood trash can  
6 sets of shelving  
3 red stools  
1 black swingtop garbage can  
1 mop bucket

Lawn Now, LLC Lessor



7-3-21

Jack James Momaney



# 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 2<sup>nd</sup> 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.

- |   |   |
|---|---|
| <input type="checkbox"/> Plat/Replat (\$150 + \$2 per lot)                  | <input type="checkbox"/> Zoning Map Amendment (Zone/Rezone) (\$200) |
| <input type="checkbox"/> Recording Fee (1- 49 lots - \$30 - 50+ lots \$60)* | <input checked="" type="checkbox"/> Conditional Use Permit (\$200)  |
| <input type="checkbox"/> Variance (\$100)                                   | <input type="checkbox"/> PUD/PUD Amendment (\$200)                  |
| <input type="checkbox"/> Vacation of Street/Alley (\$150)                   | <input type="checkbox"/> Other: _____ (\$TBD)                       |
| <input type="checkbox"/> Zoning Ordinance Text Amendment (\$200)            | *Recording fee is refundable if plat/replat is denied               |

**Applicant Name:** Alto Towers / STATE of North Dakota Phone: 612-801-2228  
**Applicant Address:** 229 Byrondale Ave N  
**City, State, Zip:** WAYZATA, MN 55391 Email Address: robertsviera@yahoo.com

**Owner Name:** City of Valley City Phone: 701-845-1700  
**Owner Address:** 220 3<sup>rd</sup> ST NE  
**City, State, Zip:** Valley City, ND 58072 Email Address: Joel.guanbeck@klseng.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): \_\_\_\_\_

Property Description (attach add'l sheet if necessary):  
 Parcel ID# 413220200 Lot 1 Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
 Section 32 Twp 140 Range 58 Metes and Bounds: Aud Lot 1 of NW 1/4 § 5360' of E 820' of Aud Lot 2 65.39 Acres

Briefly describe the reason for request: Alto Towers and The STATE of North Dakota are seeking permission build up to a 250' (255' w/ a 5' lightning rod) self-support, wireless communications tower for its first responder, state-wide network. The 250' tower will be located w/in a 60' x 60' parcel of property and contain a 30' wide access/utility easement as well as a separate 30' utility easement.

**Applicant Signature:** [Signature] **Date:** 10/7/25

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: \_\_\_\_\_

12/30/2024

To Whom it May Concern:

The North Dakota Information Technology Department has entered into a contract with Allo Towers of Irvine, California to construct towers for utilization on the Statewide Interoperable Radio Network (SIRN). As part of the contract with the state of North Dakota Allo Towers will be:

- Acquiring easements and completing land acquisitions or land leases.
- Designing, constructing, and maintaining the towers and compounds.

The North Dakota Information Technology Department will lease tower and compound space from Allo Towers.

The Statewide Interoperable Radio Network will be utilized by emergency responders such as law enforcement, fire, emergency medical, and other emergency responders. More information on the SIRN project can be found at: [SIRN 20/20 | North Dakota Information Technology \(nd.gov\)](#)

For more information please email: [ndsirn@nd.gov](mailto:ndsirn@nd.gov) or contact:

Jared Lemieux, SIRN Program Administrator

[jarlemieux@nd.gov](mailto:jarlemieux@nd.gov)

701-328-6097 (office)

701-805-9817 (cellular)

Eric Pederson, Public Safety Manager

[eipederson@nd.gov](mailto:eipederson@nd.gov)

701-328-1104 (office)

701-204-3756 (cellular)

Thank you,

**Jared Lemieux**

Jared Lemieux

Statewide Interoperable Radio Network Program Administrator

North Dakota Information Technology

**Signature:**   
Jared Lemieux (Dec 30, 2024 10:58 CST)

**Email:** jarlemieux@nd.gov

**Valley City Planning Commission – October 14, 2025 Agenda**

**Action Request:** Conditional Use Permit

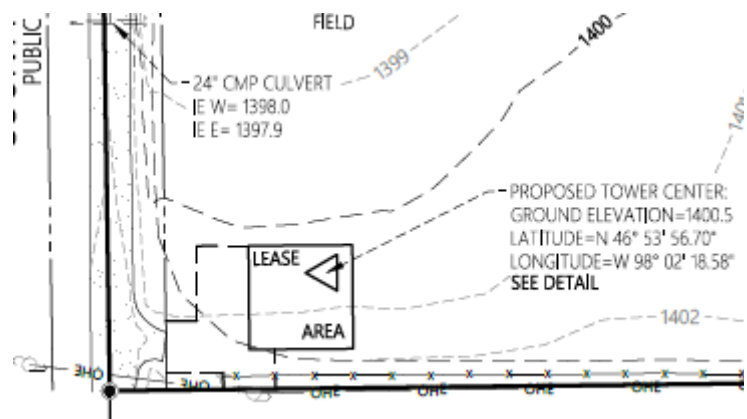
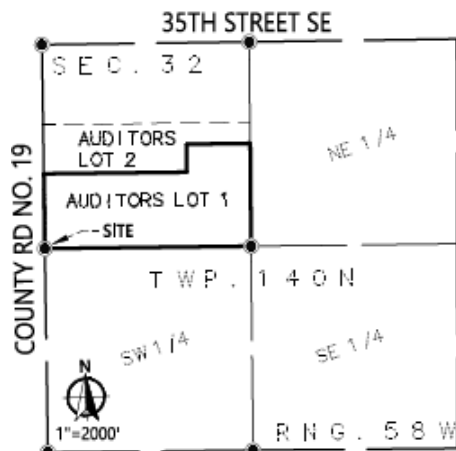
**Applicant:** Allo Towers

**Objective:** Approve installation of a wireless communication facility on a tract of land owned by the City of Valley City and being leased to Allow Towers.

**Property Owners:** City of Valley City

**Legal Description:** Auditors Lot 1 and the south 360 feet of the east 820 feet of Auditor’s Lot 2 both of the NW ¼ of Section 32 Twp 140N Rng 58W in Barnes County, North Dakota, having an area of approximately 65.39 acres.

**Project Location:** The site of the proposed wireless communications facility is just east of County Road 19 and north of part of the Valley City sewage lagoons. See maps below.



**Analysis:** The site of the proposed wireless communications facility is owned by Valley City and being leased to Allow Towers. In a separate application the land owned by Valley City is requested for zoning to the Agricultural District. The agricultural district lists wireless communication facilities on its conditional use list.

As part of an upgrade to the state-wide public communications system, the State of North Dakota needs to construct a wireless communications tower in the Valley City area for state, regional, and local first responders to use.

Conditional uses must be judged for their compatibility with other uses of the zoning district in which they are located and may require conditions for approval to address potential concerns or mitigation of incompatibility. The intent of the Agricultural District is for agricultural activities and other open land uses in proximity to land within the city's urbanized area. It also is to direct non-farm development to other places more appropriate for compact development and integration into the City of Valley City. The existing uses of agriculture and sewage lagoons are compatible with the wireless communications facility. A proposed conditional use should be evaluated for potential adverse effects. One potential adverse effect is that the proposed height of the tower is up to 255 feet, which is above the 199 feet maximum height standard that is commonly established for aviation safety. At the time of this report writing there is no certain confirmation as to the actual maximum height for construction at this site. Approval by the FAA of the proposed construction and height is pending. Another common concern for towers such as these has to do with impacts if there was a structural failure. The proposed lattice style tower is designed to collapse on itself instead of breaking at ground level and falling full length in any direction. At the time of this report writing, the distance of the lease site from County Road 19 is not fully determined, but it appears that the site would be less than 255 feet from the road. Access to the leased site is intended to be via an existing approach off of County Road 19 with appropriate access easement granted between the lease site and the road.

**Findings:**

- A. The proposed conditional use permit is appropriate in the Agricultural District, and if the Agricultural District zoning classification is approved will support the installation of the wireless communications tower.
- B. There is some level of risk that a structural failure would result in the tower collapsing onto County Road 19 and disrupting travel on the road. This can be mitigated by requiring the leased site to be located further to the east from County Road 19.
- C. The CUP application is for a tower up to 255 feet in height. This is not consistent with common height limitations for similar towers.

**Recommendation:**

Barring additional information presented prior to or at the October 2025 Planning and Zoning Commission, it is recommended the proposed Conditional Use permit be approved and recommended for approval to the Board of City Commissioners with the following conditions:

- 1. The proposed tower and tower height are approved by the FAA, and meet all FAA requirements such as installation of appropriate lighting or beacons to warn aircraft of the potential hazard.
- 2. The proposed tower lease site be at least 280 feet east of the County Road 19 right-of-way.

3. The Barnes County Municipal Airport manager does not indicate any reservations or objections to the installation if the previous two conditions are met.
4. The City Commission of Valley City approve the proposed Agricultural District zoning classification of the tract in which the wireless communication facility is proposed to be located.
5. Any additional issues identified at the October 14<sup>th</sup> public hearing are addressed to the satisfaction of the Planning and Zoning Commission.



**SECTION 1: GENERAL REQUIREMENTS**

1.1 PURPOSE AND INTENT

A. THE DRAWINGS ARE SUPPLEMENTAL TO ANY WRITTEN SPECIFICATIONS OR REQUIREMENTS. SHOULD ANYTHING BE SHOWN, INDICATED, OR SPECIFIED IN ONE AND NOT THE OTHER, OR IF ANY DISCREPANCIES OR DISAGREEMENTS ARE IDENTIFIED, THIS SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND/OR ENGINEER.

B. THE CONTRACTOR SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.

1.2 CONFLICTS

A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIALS OR DOING ANY WORK. NO EXTRA COMPENSATION WILL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS SHOWN ON THE PLANS. CONTRACTOR MUST SUBMIT NOTICE OF ANY DISCREPANCY IN DIMENSIONS TO OWNER FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK IN THE AFFECTED AREAS.

B. THE CONTRACTOR IS REQUIRED TO VISIT THE SITE TO ASSESS CONDITIONS PRIOR TO BIDDING. IN ADDITION, CONTRACTOR SHALL PERFORM TESTING AND ADDITIONAL INVESTIGATION AS DEEMED NECESSARY TO SUBMIT A FIXED BID. IGNORANCE OF THE SITE OR PROJECT CONDITIONS WILL NOT BE GROUNDS FOR CHANGE ORDERS OR ALTERING THE SCHEDULE.

1.3 CLEANUP

A. THE CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATION OF WASTE CAUSED BY EMPLOYEES. AT THE COMPLETION OF THE WORK, REMOVE ALL WASTE AND NON-CONSTRUCTION MATERIAL, INCLUDING ALL CONTRACTOR TOOLS. LEAVE THE SITE CLEAN AND READY FOR USE.

B. IF CLEARING IS REQUIRED, ALL BRUSH, STUMPS, AND OTHER WASTE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY. THE OWNER SHALL BE CONSULTED FOR SPECIFICATIONS ON TREE PLACEMENT AND DISPOSAL. IF REQUIREMENTS ARE NOT SPECIFIED, A CONSERVATIVE ASSUMPTION SHALL BE UTILIZED FOR BIDDING PURPOSES.

C. THE SITE SHALL BE LEFT IN A CONDITION EQUIVALENT TO THE PRE-CONSTRUCTION CONDITION AND SATISFACTORY TO THE OWNER.

1.4 CODES

A. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND RULES. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THE DRAWINGS OR WRITTEN SPECIFICATIONS.

B. IN ADDITION TO ALL CODES, CONTRACTOR SHALL FOLLOW ALL MANUFACTURER RECOMMENDATIONS AND APPLICABLE STANDARDS (ACI, IBC, NEC, ETC).

1.5 QUALITY ASSURANCE

A. THE CONTRACTOR SHALL PROVIDE A PROJECT SCHEDULE PRIOR TO COMMENCING ANY WORK. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY CHANGES TO THE SCHEDULE AS SOON AS THEY ARE KNOWN. THE CONTRACTOR SHALL PROVIDE 48-HOUR ADVANCE NOTICE OF SPECIFIC INSPECTION MILESTONES (SUCH AS FOUNDATION POURING). ADVANCE NOTICE WILL ALLOW FOR COORDINATION WITH INSPECTION COMPANIES.

PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL REQUEST A LIST OF INSPECTIONS FROM THE OWNER OR ENGINEER. AT A MINIMUM THIS WILL TYPICALLY INCLUDE THE FOUNDATION, GROUNDING, SUBSTANTIAL COMPLETION, AND FINAL.

B. THE CONTRACTOR SHALL TAKE PHOTOGRAPHS OF ALL COMPLETED WORK AND PROVIDE THESE TO THE OWNER ON A WEEKLY BASIS. PHOTOGRAPHS SHALL INCLUDE DOCUMENTATION OF ALL SUBGRADE WORK THAT CANNOT BE VISIBLY INSPECTED UPON COMPLETION (GROUNDING, FOUNDATION, UTILITIES, ETC.).

C. THE CONTRACTOR IS THE GUARANTOR OF ALL WORK. FAILURE TO IDENTIFY A DISCREPANCY/DEFECT OR IMMEDIATELY NOTIFY THE CONTRACTOR OF SAID DEFECT DOES NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITIES IN THIS REGARD.

D. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT INSPECTIONS OCCUR PRIOR TO COMPLETION OF WORK. IF AN ITEM IS COMPLETED WITHOUT THE REQUESTED INSPECTION, THE OWNER WILL HAVE THE RIGHT TO ASSUME THAT THE WORK WAS NOT COMPLETED PROPERLY AND MUST BE REPLACED.

1.6 BUILDING PERMITS

THE CONTRACTOR IS RESPONSIBLE TO OBTAIN THE BUILDING PERMIT. CONTRACTOR SHALL COORDINATE AND SCHEDULE REQUIRED INSPECTIONS AT THE JOB SITE, COMPLY WITH SPECIFIC PROJECT RELATED REQUESTS AND SUGGESTIONS MADE BY BUILDING INSPECTOR, AND INFORM THE OWNER OF ANY REQUIREMENTS THAT MAY DEVIATE FROM THE CONSTRUCTION DOCUMENTS.

1.7 FAA PERMIT AND TOWER LIGHTING

REFER TO CONSTRUCTION DOCUMENTS AND CONSTRUCTION MANAGER FOR FAA AND STATE LIGHTING REQUIREMENTS. CONTRACTOR SHALL PROVIDE TEMPORARY FAA APPROVED LIGHTING UNTIL PERMANENT LIGHTING IS OPERATIONAL. THE CONTRACTOR SHALL ENSURE THAT ANY FAA ELEVATION LIMITATIONS ARE NOT EXCEEDED.

1.8 TOWER SECURITY

THE CONTRACTOR IS RESPONSIBLE FOR SITE SECURITY THROUGHOUT THE CONSTRUCTION PHASE. THE SITE MUST BE SECURELY FENCED (PERMANENTLY OR TEMPORARILY) WITHIN 24 HOURS OF TOWER ERECTION.

1.9 SITE CONTROL

A. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION AT THE SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.

B. IF WETLANDS ARE PRESENT IN THE PROJECT VICINITY THE CONTRACTOR IS RESPONSIBLE TO TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THAT THEY ARE NOT DISTURBED IN ANY MANNER. IF DISTURBANCE OCCURS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS AND CONSEQUENCES, INCLUDING FINES (EVEN IF ASSESSED TO THE OWNER).

C. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF CONTRACTOR.

D. THE CONTRACTOR SHALL CONTAIN ALL CONSTRUCTION ACTIVITIES, MATERIALS, EQUIPMENT, ETC. TO THE LEASED AREA AND LEGAL EASEMENTS UNLESS PERMISSION TO DO OTHERWISE IS GRANTED BY THE PROPERTY OWNER.

1.10 CHANGE ORDER PROCEDURE

THE CONTRACTOR MUST PROVIDE NOTICE IN WRITING ON PROPER FORMS OF ANY POTENTIAL CLAIM FOR CONCEALED OR UNKNOWN CONDITIONS, OR ANY OTHER ITEM (EVEN IF A REQUEST BY OWNER) THAT MAY RESULT IN A TIME DELAY OR COST CHANGE WITHIN 1 DAY OF FIRST KNOWLEDGE. ANY CLAIM (CHANGE ORDER) MUST BE APPROVED BY THE OWNER PRIOR TO PROCEEDING OR INCURRING ANY COSTS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT WRITTEN APPROVAL BY THE OWNER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR AND ANY ASSOCIATED COST INCURRED WILL NOT BE PAID.

**SECTION 2: EARTHWORK**

2.1 SCOPE OF WORK

REFER TO THE SURVEY AND SITE PLAN FOR EXISTING GRADES AND FINAL ELEVATIONS.

2.2 SITE PREPARATION

A. CLEAR TREES, BRUSH AND DEBRIS FROM COMPOUND, ACCESS DRIVE, AND UTILITY PATH AS REQUIRED. SEE SITE PLAN FOR APPROPRIATE AREA TO BE CLEARED. REMOVE STUMPS, ORGANIC SOIL, AND OTHER DETRIMENTAL MATERIAL COMPLETELY UNDER ENTIRE COMPOUND AND DRIVE. ALL WASTE MATERIALS INCLUDING, BUT NOT LIMITED TO, STUMPS AND DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF PROPERLY.

B. STRIP ALL ORGANIC MATERIAL FROM COMPOUND AND ACCESS DRIVE. IF SITE CONTAINS WET SOIL, CONTRACTOR SHALL OVER EXCAVATE A MINIMUM OF 18 INCHES OF MATERIAL FROM THE ENTIRE COMPOUND AND ACCESS DRIVE.

C. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, CONTRACTOR SHALL REMOVE ALL TOPSOIL, ORGANIC MATERIALS AND WET OR POOR SOILS. IF MORE THAN 2'-0" OF POOR SOILS ARE ENCOUNTERED, CONTRACTOR SHOULD IMMEDIATELY CONTACT CONSTRUCTION MANAGER AND/OR ENGINEER FOR GUIDANCE.

D. CONTRACTOR SHALL FOLLOW RECOMMENDATIONS CONTAINED IN PLANS AND GEOTECHNICAL REPORT.

2.3 EXCAVATION

A. CONTRACTOR SHALL EXCAVATE TO DEPTH, AND GRADES SHOWN ON THE PLANS.

MINIMUM COMPACTION SHALL BE 90% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 95% MAXIMUM DRY DENSITY UNDER STRUCTURAL ELEMENTS. AREAS OF SETTLEMENT IDENTIFIED WITHIN ONE YEAR OF ACCEPTANCE OF FINAL CONSTRUCTION BY OWNER WILL BE EXCAVATED, FILLED, AND RECOMPACTED AT CONTRACTOR'S EXPENSE.

B. CONTRACTOR SHALL REVIEW THE GRADING PLANS, GEOTECHNICAL REPORT, AND TOWER FOUNDATION PLANS THOROUGHLY PRIOR TO BIDDING. ANY DISCREPANCIES OR INCONSISTENCIES SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.

C. IT IS RECOMMENDED THAT THE OWNER HIRE AN INDEPENDENT GEOTECHNICAL ENGINEER TO REVIEW SOIL CONDITIONS AND AN ACI CERTIFIED INSPECTOR TO REVIEW ALL FOUNDATION ELEMENTS.

D. REGARDLESS OF THE ABOVE RECOMMENDATION, THE CONTRACTOR IS RESPONSIBLE TO OBSERVE SITE AND SOIL CONDITIONS THROUGHOUT THE CONSTRUCTION PROCESS AND COMPARE THE ABOVE TO THE GEOTECHNICAL REPORT, THE PLANS, AND THE TOWER DRAWINGS. ANY INCONSISTENCIES, DISCREPANCIES, OR ASSUMPTIONS THAT PROVE TO BE INCORRECT, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.

2.4 SITE GRADING

ANY INCONSISTENCIES BETWEEN THE GEOTECHNICAL REPORT, SITE DRAWINGS, TOWER PLANS, AND SPECIFICATIONS SHALL BE RESOLVED IN FAVOR OF THE STRICTER REQUIREMENT.

A. CONTRACTOR SHALL USE ON-SITE MATERIALS OR IMPORTED FILL TO MATCH THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE DRAWINGS. HOWEVER, IN NO CASE SHALL ORGANIC MATERIALS, WET SOIL, FROZEN SOIL, OR POOR SOIL BE USED AS ON-SITE FILL. IN ADDITION, ALL FILL (ON-SITE OR IMPORTED) SHALL BE ADEQUATELY COMPACTED PER THE EARTHWORK SPECIFICATIONS.

B. IF DISCREPANCIES ARE IDENTIFIED BETWEEN THE GRADING PLAN AND ACTUAL SITE CONDITIONS, THESE SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH WORK. ANY CHANGES TO THE GRADING PLAN CONTOURS MUST BE PREAPPROVED.

C. THE CONTRACTOR SHALL LIMIT ALL SITE GRADING AND CONSTRUCTION ACTIVITIES TO THE LEASED AREA AND ASSOCIATED EASEMENT. IF THIS IS NOT POSSIBLE, CONTACT THE PROJECT MANAGER AND OBTAIN OWNER APPROVAL PRIOR TO WORKING OUTSIDE THE ABOVE LIMITS.

D. REGARDLESS OF THE CONTOURS DEPICTED IN THE PLANS, ALL REQUIREMENTS IN THE TOWER FOUNDATION DRAWINGS (INCLUDING THE MINIMUM SOIL COVER) MUST BE ADHERED TO STRICTLY.

E. ALL FINISHED SURFACES SHOULD BE GRADED TO DRAIN FROM FOUNDATION. PROVIDE PROPER DITCHING AND ROUTING OF SURFACE WATER, AND AVOID PONDING AND EROSION.

F. ALL EXPOSED SOIL SHALL BE PROPERLY SEEDED AND PROTECTED FROM EROSION.

G. THE FINISHED GRADE SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE COMPOUND FENCE.

2.5 GRAVEL SURFACING

A. CONSTRUCT GRAVEL DRIVE AND COMPOUND AREAS USING CRUSHED AGGREGATE BASE AND FINISH COURSES AS SPECIFIED IN THE CONSTRUCTION DOCUMENTS OR AS DIRECTED BY THE CONSTRUCTION MANAGER.

B. PLACE FILL OR STONE IN MAXIMUM EIGHT INCH LIFTS AND COMPACT TO SPECIFIED DENSITY PRIOR TO PLACING NEXT LIFT.

2.6 RETAINING WALLS

A. RETAINING WALLS TO BE INSTALLED BY AN EXPERIENCED CONTRACTOR FAMILIAR WITH AT LEAST TEN (10) PROJECTS OF SIMILAR SIZE AND SCOPE.

B. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER DESIGN CHARTS AND INSTALLATION GUIDELINES.


C. ALL BACKFILLED MATERIAL SHALL BE QUALITY SOILS (SAND, GRAVEL, OR SILTY SAND) WITH A MINIMUM SOIL BEARING CAPACITY OF 2,500 P.S.F. LL BACKFILLED MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR IN MAXIMUM 8" LIFTS.

D. DRAINAGE TILE SHALL BE USED BEHIND THE RETAINING WALL. THE DRAINAGE TILE SHALL RUN TO DAYLIGHT AT A MAXIMUM INTERVAL OF 20'. WHEN SITE CONDITIONS REQUIRE, WRAP DRAINAGE TILE IN 3/4" CRUSHED AGGREGATE AND FILTER FABRIC WITH DRAINAGE COMPOSITE OR AGGREGATE BACK DRAIN.

E. RETAINING WALL EMBEDMENT SHALL BE AT LEAST THE MINIMUM SPECIFIED IN THE DRAWINGS. IN ADDITION, MINIMUM EMBEDMENT MUST EXCEED ANY MANUFACTURER DESIGN GUIDELINES.

F. ALL GEOGRID MATERIAL IS TO BE COATED POLYESTER WITH A MINIMUM ALLOWABLE DESIGN STRENGTH OF LTDS = 1350 PK.

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ENGINEER SEAL:  


I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

**GENERAL SPECIFICATIONS**  
 SIERRA (ND240019)  
 VALLEY CITY, NORTH DAKOTA

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A

CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>G-002</b>

**SECTION 3: TRENCHING**

3.1 MATERIALS

FILL MATERIALS SHALL BE OBTAINED, WHEN POSSIBLE, FROM MATERIALS EXCAVATED FROM TRENCHES ON-SITE. STRUCTURAL FILL, SAND OR SLURRY SHALL BE APPROVED BY THE CONSTRUCTION MANAGER AND SHALL CONFORM TO LOCAL UTILITY COMPANY REQUIREMENTS. THE FILL MATERIAL SHALL CONTAIN NO ORGANIC MATERIALS OR ROCKS. ALL FILL MATERIAL SHALL BE FREE OF OBJECTIONABLE MATERIALS AND/OR MATERIALS DESIGNATED AS HAZARDOUS OR POTENTIALLY HAZARDOUS. THE FILL MATERIAL SHALL CONTAIN FINES SUFFICIENT TO FILL ALL VOIDS IN THE MATERIAL. COMPACTION OF SOIL SHALL BE IN 8 INCH LOOSE LIFTS WHEN UTILIZING HEAVY COMPACTION EQUIPMENT OR 6 INCH LOOSE LIFTS WHEN UTILIZING HAND OPERATED TAMPERS.

3.2 PIPE DETECTION AND IDENTIFICATION

ALL ELECTRIC SERVICE TRENCHES SHALL BE MARKED WITH DETECTABLE WARNING TAPE.

3.3 TRENCH EXCAVATION

- A. DIG TRENCH TO DEPTHS AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY THE CONSTRUCTION MANAGER.
- B. TRENCH LENGTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION AND INSPECTION OF THE PROJECT, WITHOUT ENDANGERING OTHER CONSTRUCTION WORK OR ADJACENT FACILITIES.
- C. DISPOSE OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY.
- D. USE HAND EXCAVATION METHODS WHEN REQUIRED BY LOCAL OR STATE GUIDELINES, OR WHEN NECESSARY TO AVOID ENDANGERING EXISTING OR NEW STRUCTURES OR OTHER FACILITIES.

3.4 TRENCH PROTECTION

- A. PROVIDE MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AT ALL TIMES.
- B. SHEETING AND BRACING SHOULD MEET OR EXCEED OSHA REQUIREMENTS.

3.5 BACKFILLING

- A. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF BACKFILLING.
- B. PROTECT CONDUIT FROM LATERAL MOVEMENT, DAMAGE FROM IMPACT, OR UNBALANCED LOADING TO AVOID DISPLACEMENT OF CONDUIT AND/OR STRUCTURES. DO NOT FREE FALL BACKFILL INTO TRENCH UNTIL THERE IS AT LEAST 12 INCHES OF COVER OVER THE CONDUIT.

3.6 COMPACTION

- A. COMPACT BACKFILL TO AT LEAST 95% STANDARD PROCTOR.
- B. IF REQUIRED COMPACTION DENSITY IS NOT OBTAINED, REMOVE BACKFILL FROM TRENCH, REPLACE WITH APPROVED BACKFILL, AND RECOMPACT AS SPECIFIED.
- C. ANY SUBSEQUENT SETTLEMENT OF TRENCH OR BACKFILL DURING MAINTENANCE PERIOD (1 YEAR MINIMUM) SHALL BE REMOVED, REPLACED, AND RECOMPACTED BY CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.

**SECTION 4: CONCRETE WORK**

4.1 CONCRETE FORMWORK

CONTRACTOR SHALL FOLLOW ALL APPLICABLE CODES AND STANDARDS (IBC, ACI, ETC.) WHEN COMPLETING CONCRETE WORK.

- A. FORMS SHALL BE SMOOTH AND FREE OF SURFACE IRREGULARITIES. CONTRACTOR SHALL UTILIZE FORM RELEASE AGENTS AS NECESSARY.
- B. EXPOSED EDGES OF ALL TOWER FOUNDATIONS SHALL RECEIVE A 3/4" CHAMFER. OTHER EXPOSED EDGES SHALL RECEIVE A TOOLED RADIUS FINISH.
- C. UPON COMPLETION, CONTRACTOR SHALL REMOVE ALL FORMS, INCLUDING THOSE CONCEALED OR BURIED.
- D. REFER TO PLANS AND TOWER DRAWINGS FOR ADDITIONAL REQUIREMENTS.

4.2 CONCRETE REINFORCEMENT

REFER TO PLANS AND TOWER DRAWINGS FOR REINFORCEMENT REQUIREMENTS.

4.3 CAST-IN-PLACE CONCRETE

REFER TO STRUCTURAL DRAWINGS FOR CONCRETE REQUIREMENTS FOR FOOTINGS, FOUNDATIONS, ETC. ANY NON-STRUCTURAL SITE CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI.

- A. ALL CONCRETE SUBJECT TO FREEZE-THAW SHALL CONTAIN 4-8% AIR ENTRAINMENT.
- B. ALL CONCRETE SHALL BE VIBRATED IN PLACE USING HIGH FREQUENCY, LOW AMPLITUDE MECHANICAL IMMERSION TYPE VIBRATORS. INSERT VIBRATORS IN CONCRETE AT REGULAR INTERVALS AND OVER ENTIRE SURFACE TO SOLIDLY FILL AROUND AND BETWEEN REINFORCEMENT AND INTO CORNERS AND IRREGULARITIES. DISCONTINUE VIBRATION WHEN RISING ENTRAPPED AIR BUBBLES STOP BREAKING THE LEVELING SURFACE. DO NOT OVERVIBRATE AS THIS MAY CAUSE SEGREGATION.

4.4 QUALITY CONTROL

- A. ALL STRUCTURAL CONCRETE SHALL BE INSPECTED BY INDEPENDENT, QUALIFIED PERSONNEL (ACI OR OTHERWISE). ALL STRUCTURAL CONCRETE SHALL BE TESTED BY AN INDEPENDENT LAB. AT A MINIMUM, 5 CYLINDERS SHALL BE CAST AND TESTED AT 7, 14, AND 28 DAYS. THE REMAINING CYLINDER SHALL BE RESERVED FOR RE-TESTING, IF NECESSARY.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE CONSTRUCTION MANAGER AND/OR TESTING AGENCY A MINIMUM OF 48 HOURS PRIOR TO EACH FOUNDATION POUR. IF A POUR OCCURS WITHOUT THE REQUESTED INSPECTION, THE OWNER CAN ASSUME THAT THE INSTALLATION WAS NOT INSTALLED CORRECTLY AND REQUIRE REPLACEMENT.

- B. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND REPLACE, AT HIS SOLE EXPENSE, ANY CONCRETE THAT DOES NOT MEET THE ABOVE SPECIFICATIONS, OR SIMILAR SPECIFICATIONS CONTAINED IN THE PLANS OR TOWER DRAWINGS. ANY CONCRETE THAT DOES NOT MEET THE MINIMUM COMPRESSIVE STRENGTH REQUIRED UPON COMPLETION OF LAB TESTING SHALL BE REPLACED. THE AVERAGE OF THE TWO 28 DAY BREAK RESULTS SHALL GOVERN. NO DISPUTES REGARDING THE METHOD USED TO COLLECT THE TEST CYLINDERS OR PERFORM THE LAB TESTING ARE ALLOWED. IF THE CONTRACTOR CHOOSES, HE MAY COLLECT AND TEST ADDITIONAL CYLINDERS AT HIS SOLE EXPENSE.
- C. DESPITE THE ABOVE REQUIREMENT, THE CONTRACTOR IS RESPONSIBLE TO PERFORM QUALITY WORK AND IS THE GUARANTOR OF THE FINISHED PRODUCT. IF A DEFECT IS NOT IMMEDIATELY IDENTIFIED BY THE INSPECTOR, OWNER, OR CONSTRUCTION MANAGER, BUT IDENTIFIED SUBSEQUENTLY, THE CONTRACTOR SHALL STILL BE RESPONSIBLE TO CORRECT SAID DEFECT.
- D. CONTRACTOR MUST VERIFY THAT CONCRETE MEETS DESIGN REQUIREMENT (FOR STRENGTH AND OTHER PARAMETERS) BEFORE PLACING ANY SERVICE LOADS.

**SECTION 5: STRUCTURAL STEEL**

- A. UNLESS OTHERWISE NOTED, ALL DETAILING, FABRICATION AND PLACING OF REINFORCING STEEL SHALL CONFORM TO THE MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI 315).
- B. ALL REINFORCING STEEL SHALL BE NEW BILLET STEEL, CONFORMING TO ASTM A-615, GRADE 60, DEFORMED.
- C. HEATING AND WELDING OF BARS IS PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.
- D. ALL REINFORCEMENT BARS ARE TO BE FREE FROM LOOSE RUST AND SCALE.
- E. UNLESS OTHERWISE NOTED, ALL REINFORCEMENT SHALL HAVE A MINIMUM CONCRETE COVER OF 3 INCHES. CONTRACTOR SHALL UTILIZE SPACERS AND CHAIRS AS REQUIRED.
- F. SPLICES IN REINFORCEMENT STEEL ARE PROHIBITED, UNLESS APPROVED BY THE STRUCTURAL ENGINEER. ALL SPLICES MUST THEN MEET ALL APPLICABLE ASTM STANDARDS FOR SPLICING.
- G. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWG) D.1.1-92. STRUCTURAL WELDING CODE.

**SECTION 6: GROUNDING**

- A. GROUND RING IS TO BE CONSTRUCTED OF MATERIALS INDICATED ON THE DRAWINGS. ALL ABOVE GROUND LEADS TO BE SEALED IN CARFLEX CONDUITS.
- B. GROUND ALL CORNER POSTS WITH EXOTHERMIC WELDS (CONNECTION TO BE NO MORE THAN 12 INCHES ABOVE GROUND BUT MUST BE VISIBLE).
- C. ICE BRIDGE GROUND - GROUND SUPPORT POST TO GROUND RING AND GROUND ICE BRIDGE TO THE POST.
- D. A SMOOTH, DOWNWARD PATH TO GROUND IS REQUIRED FOR ALL GROUND LEADS.
- E. CONTRACTOR TO BOND PROPOSED GROUND SYSTEM TO EQUIPMENT/BUILDING GROUND RING IN 2 LOCATIONS.
- F. PROPOSED GROUND RING SHALL BE INSTALLED A MINIMUM OF 2' FROM ANY STRUCTURE.
- G. AT BASE OF ANTENNA TOWER, ATTACH GROUND KITS FROM COAXIAL CABLES TO TOWER GROUND BAR. LOCATE GROUND RING AROUND TOWER AND BOND GROUND BAR TO GROUND RING AS INDICATED ON DRAWINGS. CONTRACTOR TO PROVIDE GROUND BAR AND ALL MOUNTING HARDWARE.
- H. DOUBLING UP OR "STACKING" OF CONNECTION IS NOT PERMITTED.

- I. OXIDE INHIBITING COMPOUND TO BE USED AT ALL CONNECTIONS.
- J. RESISTIVITY TEST SHALL BE PERFORMED BY THE CONTRACTOR PRIOR TO BACKFILLING. A MAXIMUM RESISTIVITY OF 5 OHMS MUST BE ACHIEVED PRIOR TO PROCEEDING. THE RESULTS OF THIS TEST SHALL BE DOCUMENTED, WITH COPIES PROVIDED TO THE OWNER AND CONSTRUCTION MANAGER.
- K. DO NOT INSTALL BURIED GROUND RING OUTSIDE OF THE LEASED AREA. CONTRACTOR SHALL NOTIFY THE OWNER 24 HOURS IN ADVANCE OF THE GROUND RING INSTALLATION SO THAT A REPRESENTATIVE CAN INSPECT THE GROUND RING BEFORE IT IS BACKFILLED. IF A REPRESENTATIVE IS NOT PRESENT, CONTRACTOR SHALL PHOTOGRAPH ENTIRE INSTALLATION AND PROVIDE PHOTOGRAPHS TO CONSTRUCTION MANAGER WITHIN 48 HOURS.

**SECTION 7: ELECTRICAL**

- A. PROVIDE 2 PULL STRINGS SECURELY FASTENED AT EACH END OF ALL CONDUITS.
- B. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING UNDERGROUND POWER, TELCO, GROUNDING CONDUITS, AND ALL OTHER UTILITY EASEMENTS AND/OR WIRES PRIOR TO TRENCHING. ANY DAMAGE CAUSED TO THE EXISTING UNDERGROUND SERVICES OR SYSTEMS SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE.
- C. CONTRACTOR SHALL CONTACT UTILITY PROVIDER PRIOR TO BIDDING AND CONSTRUCTION TO VERIFY THAT SERVICE HAS BEEN ORDERED AND DISCUSS ANY SITE SPECIFIC REQUIREMENTS. CHANGE ORDERS RELATED TO UTILITY REQUIREMENTS OR REQUESTS WILL NOT BE ALLOWED UNLESS THIS CONDITION HAS BEEN MET.
- D. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS SHALL BE PAID BY CONTRACTOR.
- E. ALL MATERIALS UTILIZED SHALL BE U.L. LISTED.

**SECTION 8: TOWER AND ANTENNA INSTALLATION**

- A. IF REQUIRED, ERECT FURNISHED TOWER. PRIOR TO ERECTION, CONTRACTOR MUST VERIFY THAT CONCRETE HAS MET THE MINIMUM STRENGTH REQUIREMENTS AS WELL AS ANY OTHER INSPECTION OR TESTING REQUIREMENTS.
- B. INSTALL ANTENNAS AND LINES AS INDICATED ON THE DRAWINGS AND PER OWNER SPECIFICATIONS.
- C. INSTALL ANTENNA AND COAX MOUNTING HARDWARE AS INDICATED ON THE DRAWINGS OR APPROVED BY THE CONSTRUCTION MANAGER.
- D. ASSIST OWNER TECHNICIANS IN PERFORMING SWEEP TEST OF INSTALLED COAX.
- E. ANTENNA INSTALLATION TO BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF ANTENNAS, TRANSMISSION LINES AND SUPPORT STRUCTURES.
- F. CONTRACTOR SHALL FOLLOW ALL APPLICABLE STANDARDS INCLUDING, BUT NOT LIMITED TO: EIA 222 (LATEST VERSION), FAA ADVISORY CIRCULAR AC70/7460-1A, FCC RULES & REGULATIONS.

**SECTION 9: LANDSCAPING & SITE RESTORATION**

CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN LANDSCAPE WORK AS SHOWN ON THE CONSTRUCTION DRAWINGS OR REQUIRED IN THE SPECIFICATIONS.

CONTRACTOR SHALL UTILIZE THE SERVICES OF A LANDSCAPE CONTRACTOR TO ENSURE THE LANDSCAPING IS PROPERLY INSTALLED, WATERED, AND OTHERWISE MAINTAINED. CONTRACTOR SHALL GUARANTEE LANDSCAPING FOR A MINIMUM OF 1 YEAR AND SHALL REPLACE ANY DEAD OR VISIBLY DISTRESSED PLANTS WITHIN THIS PERIOD.

- 9.1 PROTECTION
  - A. CONTRACTOR SHALL PROTECT SEEDED AREAS FROM EROSION THROUGH THE USE OF AN EROSION CONTROL MESH OR MULCH NET.
  - B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE PLAN WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE AND SECURED TO A STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
  - C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.
- 9.2 INSTALLATION
  - A. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS TO ENCOURAGE ROOTING. RAKE AREAS TO BE SEEDED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
  - B. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
  - C. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING. CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

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ENGINEER SEAL:

**PRELIMINARY - NOT FOR CONSTRUCTION**

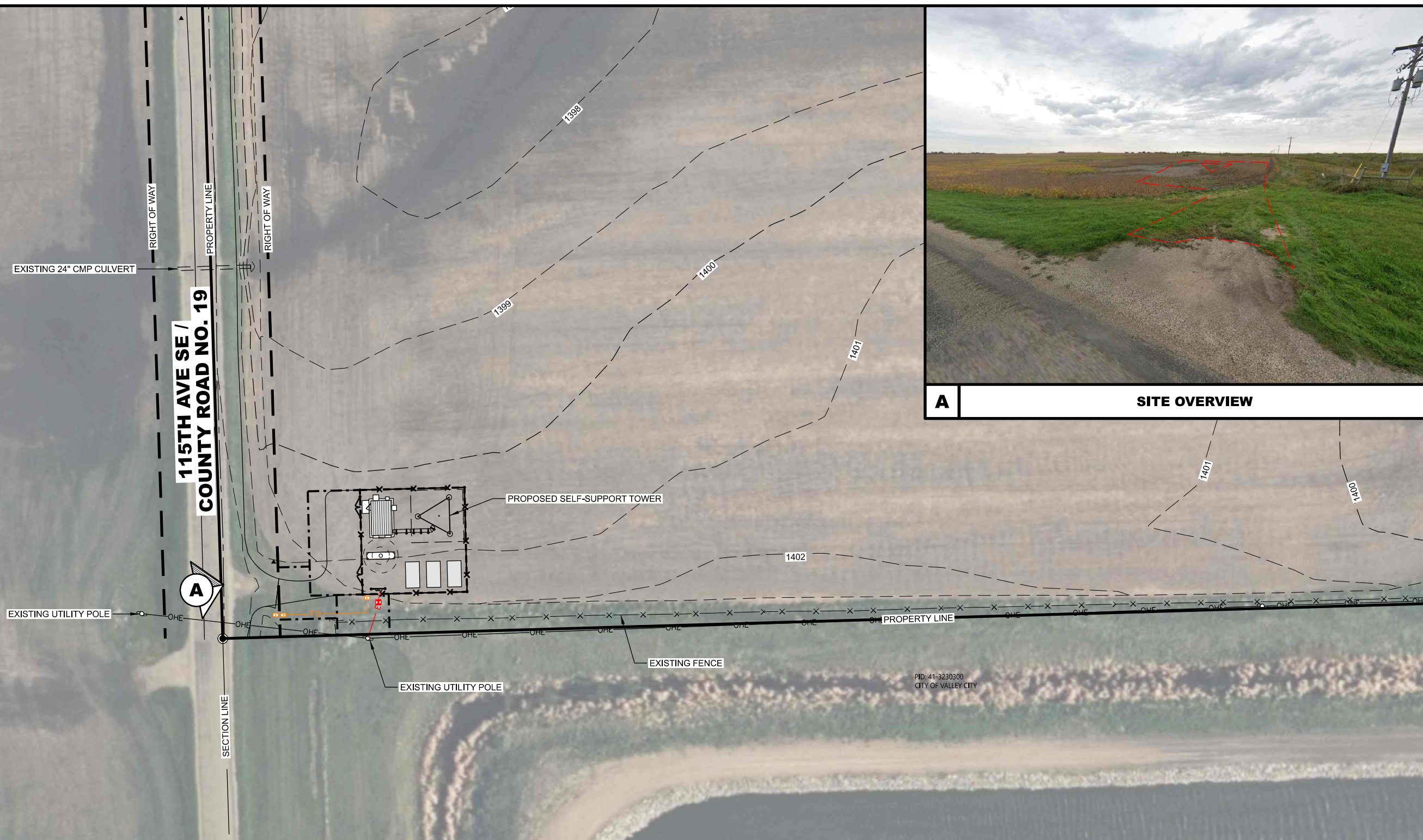
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**GENERAL SPECIFICATIONS**  
SIERRA (ND240019)  
VALLEY CITY, NORTH DAKOTA

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A
CHECKED BY:	OGD	
PLOT DATE:	9/16/2025	
PROJECT NUMBER:	44155	
SET TYPE:	PRELIM	
SHEET NUMBER:	<b>G-003</b>	

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**A** SITE OVERVIEW

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**OVERALL SITE PLAN**  
**SIERRA (ND240019)**  
**VALLEY CITY, NORTH DAKOTA**

SUBMITTAL:

INT.	DATE	DESCRIPTION
TJT	09/16/25	REV A

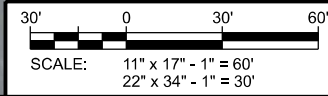
CHECKED BY	OGD
PLOT DATE	9/16/2025
PROJECT NUMBER	44155
SET TYPE	PRELIM
SHEET NUMBER	<b>C-101</b>

**LEGEND: (THIS SHEET)**

OVERHEAD ELECTRIC	— OHE — OHE — OHE —
UNDERGROUND ELECTRIC	— E — E — E —
UNDERGROUND FIBER OPTIC	— FO — FO — FO —
RIGHT OF WAY	— — — — —
PROPERTY LINE	— — — — —
EASEMENT	- - - - -
CHAIN-LINK FENCE	- x - x - x - x - x -
TRANSFORMER	

**PROJECT INFO:**

PROJECT TYPE:	SELF-SUPPORT TOWER DEVELOPMENT HEIGHT: 194' ZONING HEIGHT: 250'
LEASE AREA:	60' x 60'
COMPOUND AREA:	60' x 60'
TOWER CENTER:	LAT: 46° 53' 56.70" N LONG: 98° 02' 18.58" W ELEV: 1400.5'
A.G.L. = ABOVE GROUND LEVEL	



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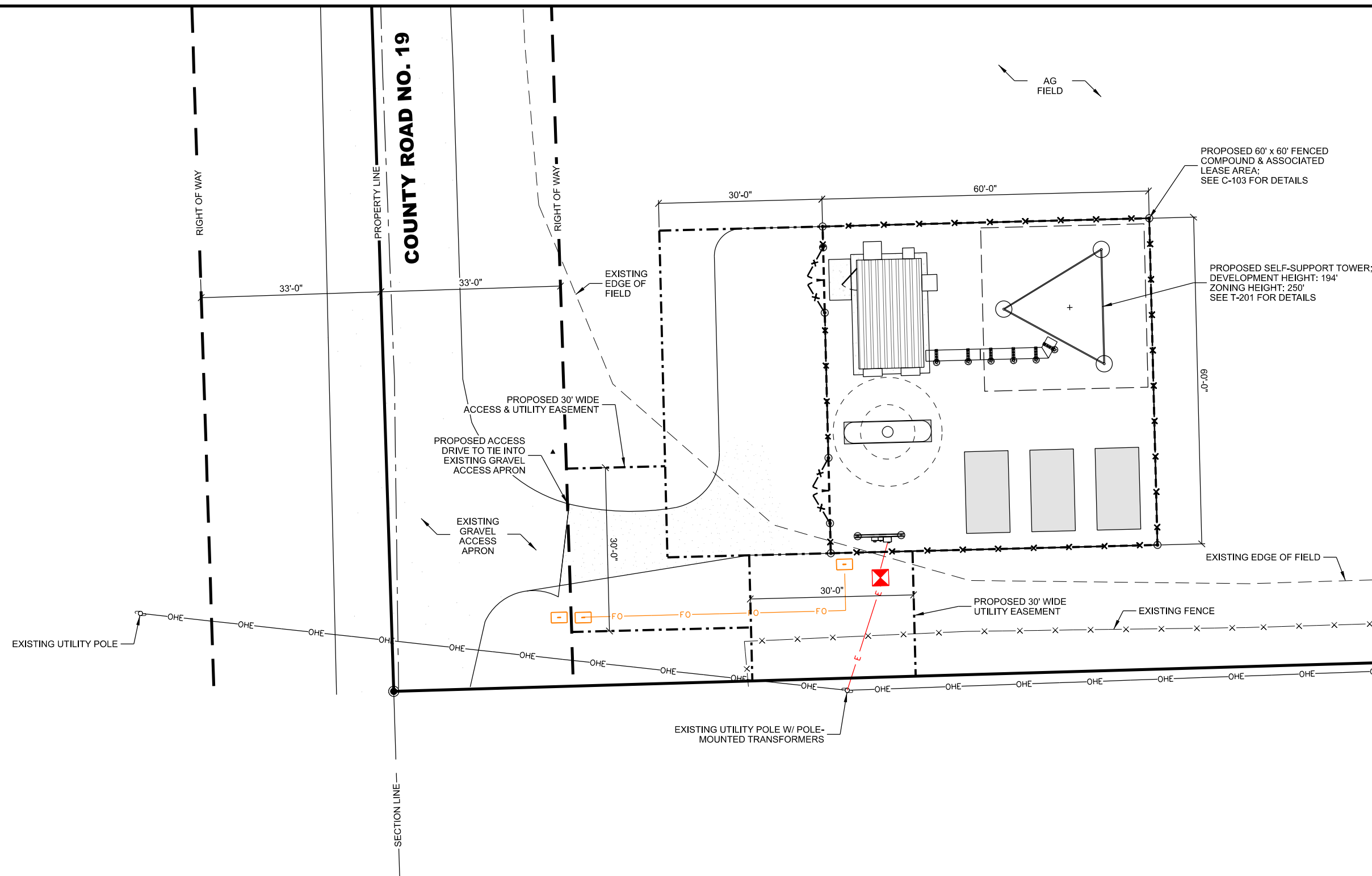
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**SITE PLAN**  
**SIERRA (ND240019)**  
**VALLEY CITY, NORTH DAKOTA**

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TJT	09/16/25	REV A

CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>C-102</b>

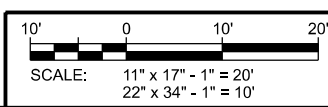


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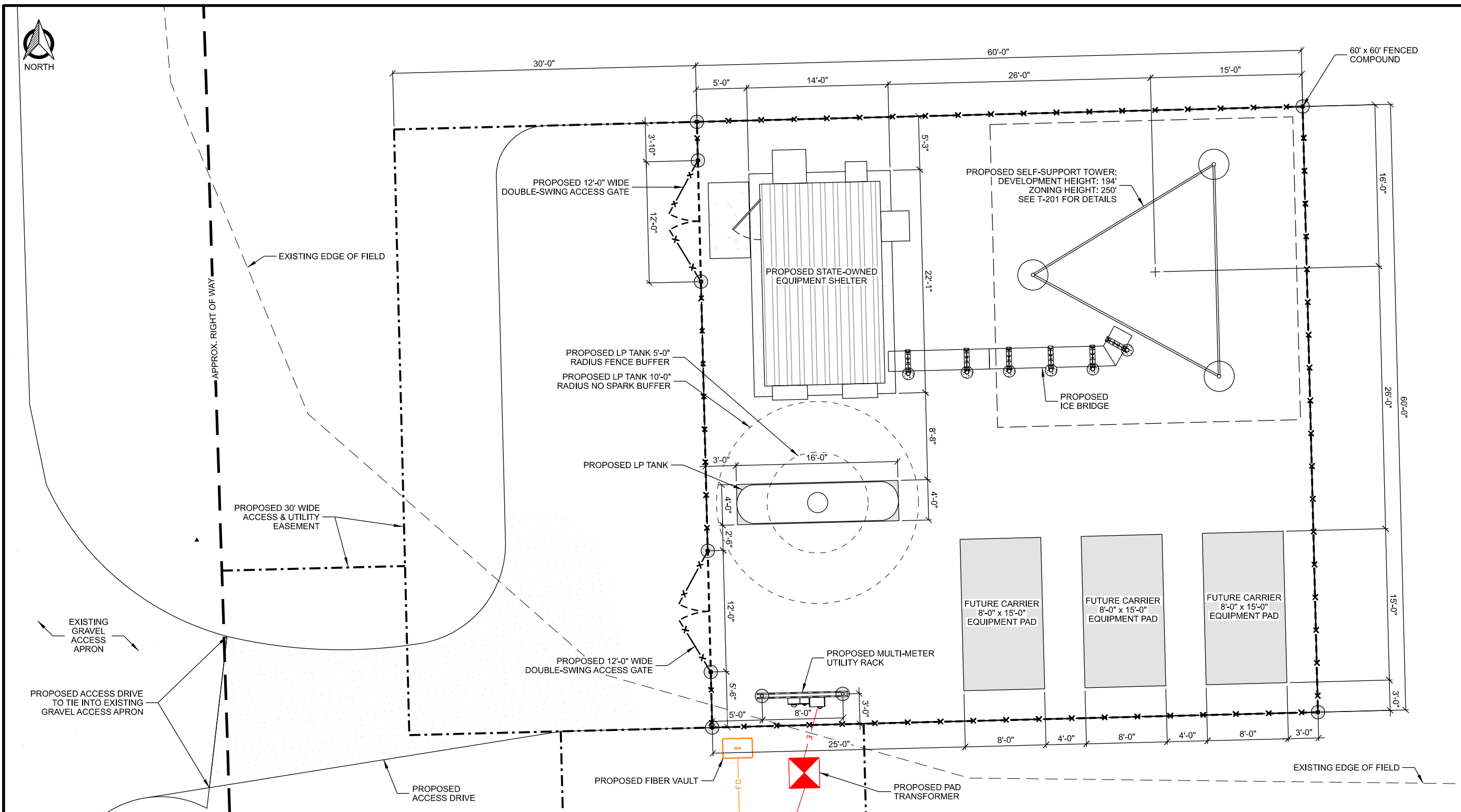
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ENGINEER SEAL:  
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**COMPOUND PLAN**  
 SIERRA (ND240019)  
 VALLEY CITY, NORTH DAKOTA



**LEGEND: (THIS SHEET)**

OVERHEAD ELECTRIC	— OHE — OHE — OHE —
UNDERGROUND ELECTRIC	— E — E — E —
UNDERGROUND FIBER OPTIC	— FO — FO — FO —
RIGHT OF WAY	— — — — —
PROPERTY LINE	— — — — —
EASEMENT	- - - - -
CHAIN-LINK FENCE	- x - x - x - x - x -
TRANSFORMER	

**PROJECT INFO:**

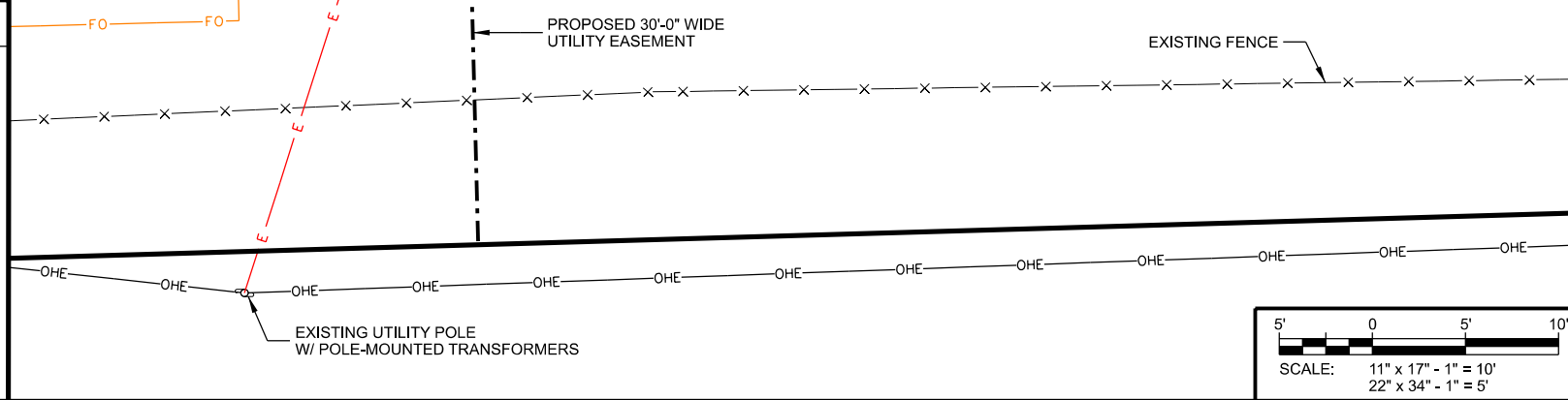
PROJECT TYPE: SELF-SUPPORT TOWER  
 DEVELOPMENT HEIGHT: 194'  
 ZONING HEIGHT: 250'

LEASE AREA: 60' x 60'

COMPOUND AREA: 60' x 60'

TOWER CENTER: LAT: 46° 53' 56.70" N  
 LONG: 98° 02' 18.58" W  
 ELEV: 1400.5'

A.G.L. = ABOVE GROUND LEVEL

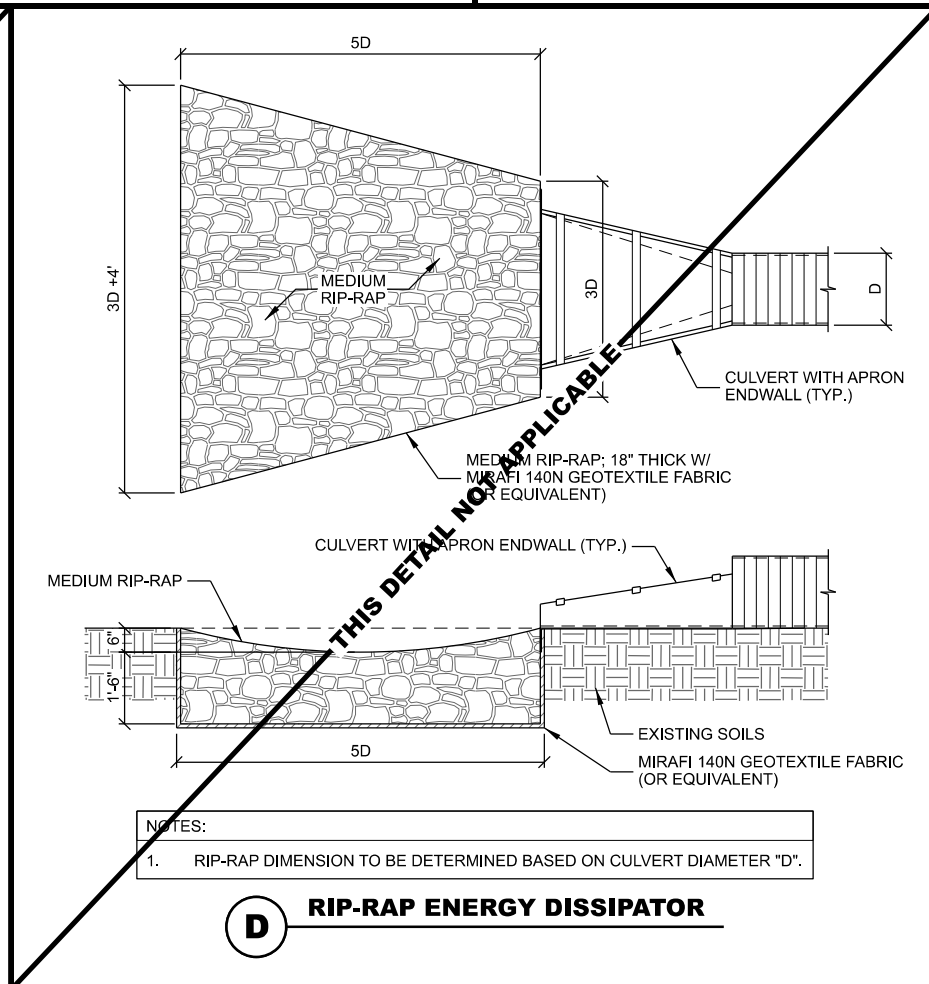
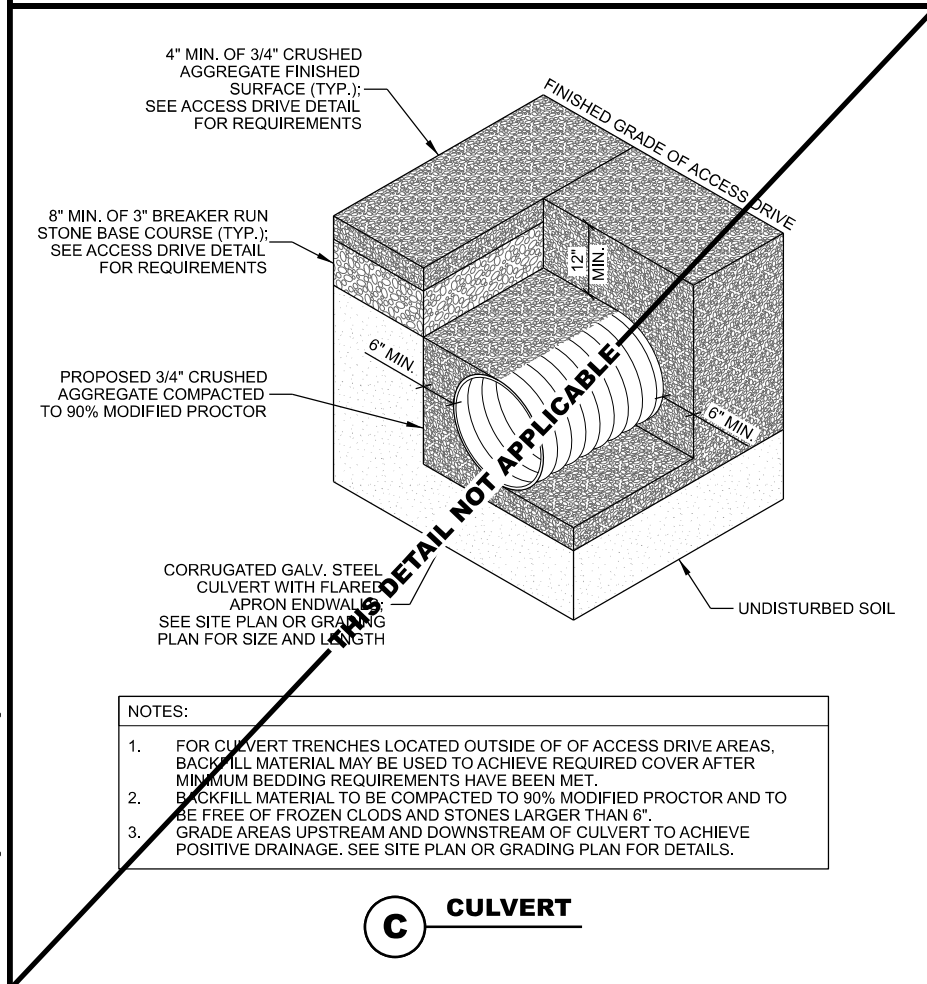
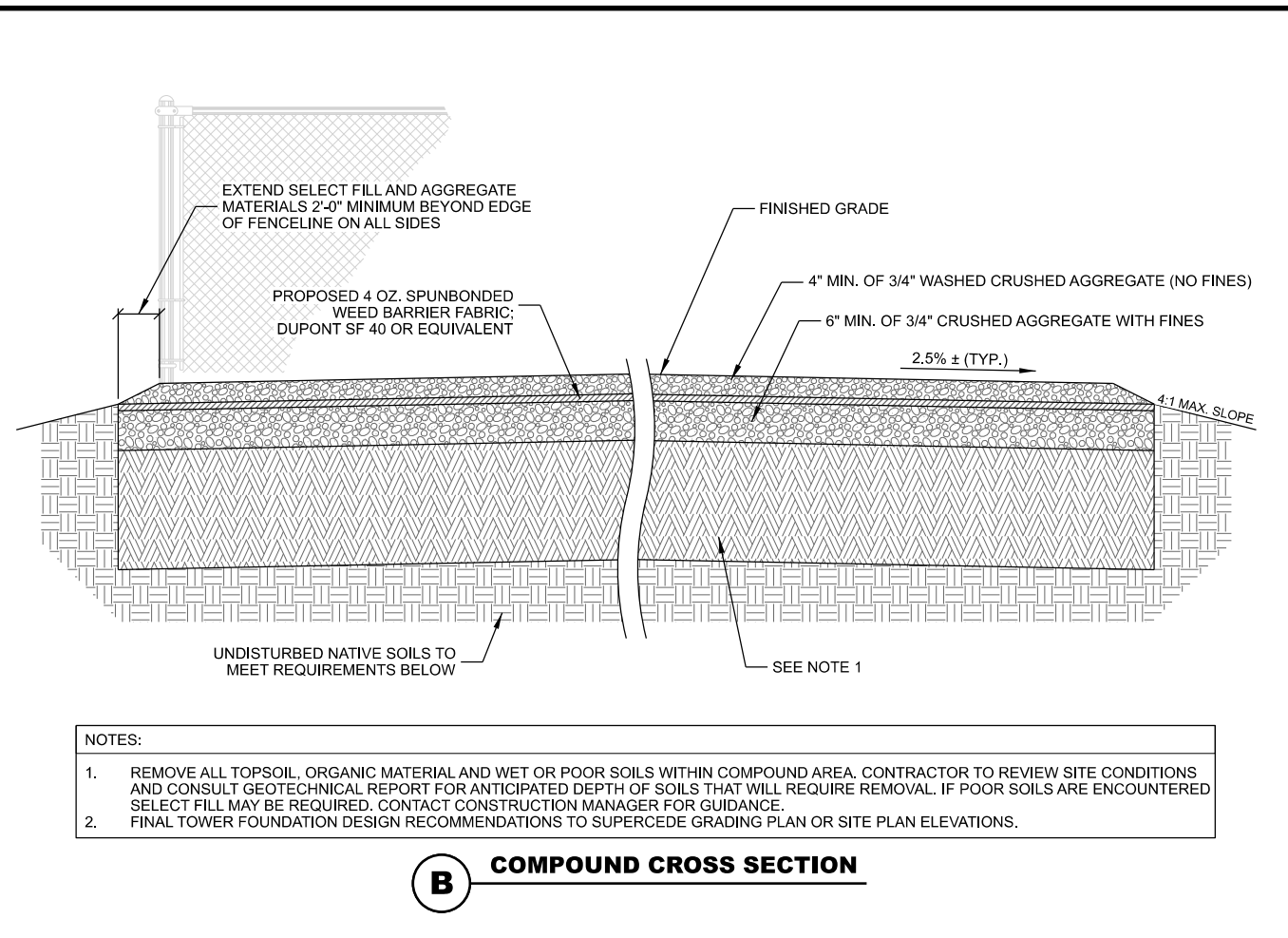
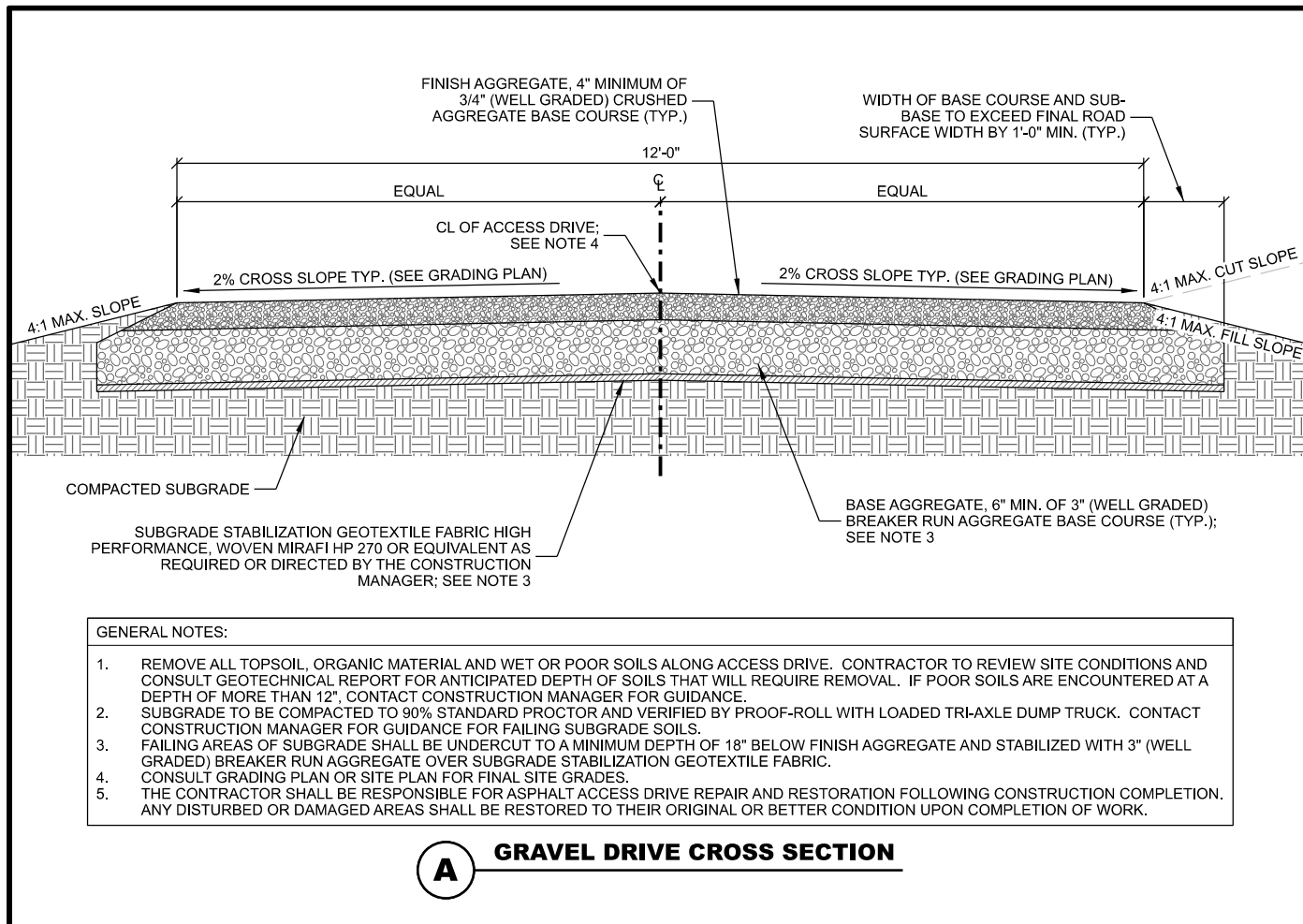


SUBMITTAL:

INT.	DATE	DESCRIPTION
TJT	09/16/25	REV A

CHECKED BY	OGD
PLOT DATE	9/16/2025
PROJECT NUMBER	44155
SET TYPE	PRELIM
SHEET NUMBER	<b>C-103</b>

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CONSULTANT:

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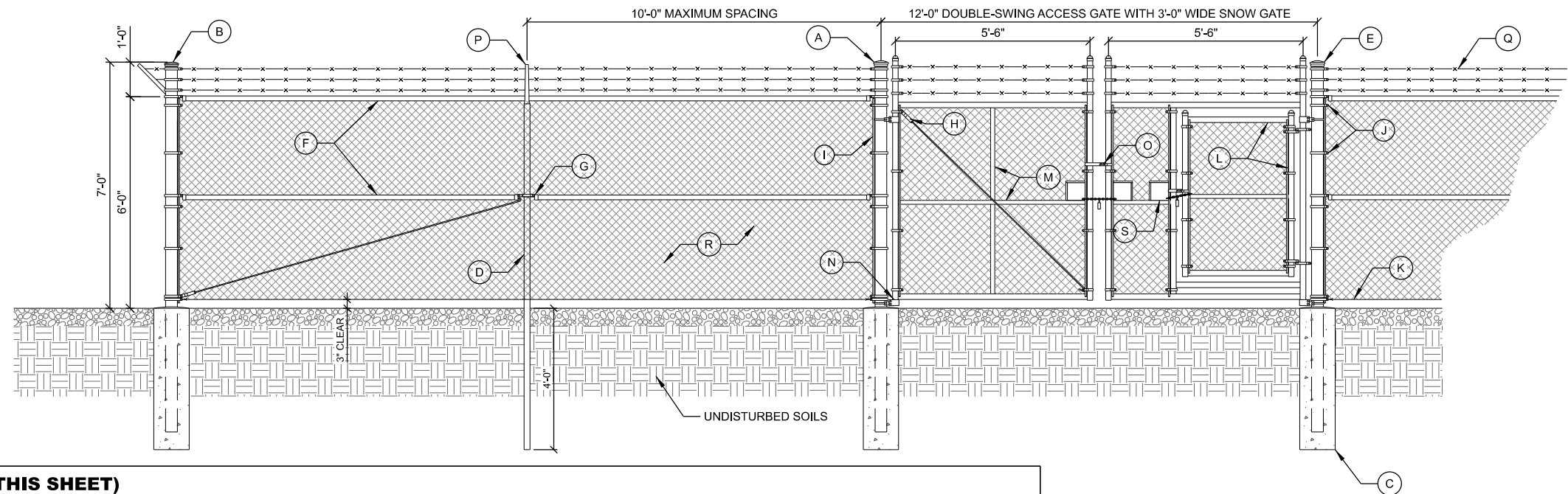
**CONSTRUCTION DETAILS**  
SIERRA (ND240019)  
VALLEY CITY, NORTH DAKOTA

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A

CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>C-501</b>

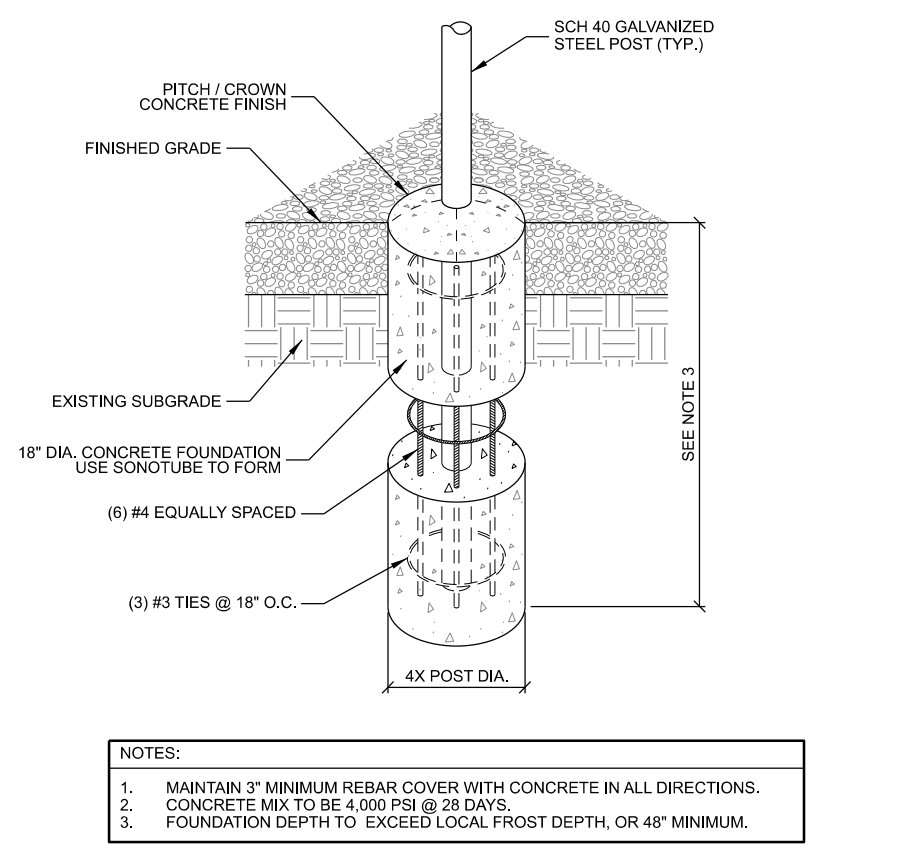
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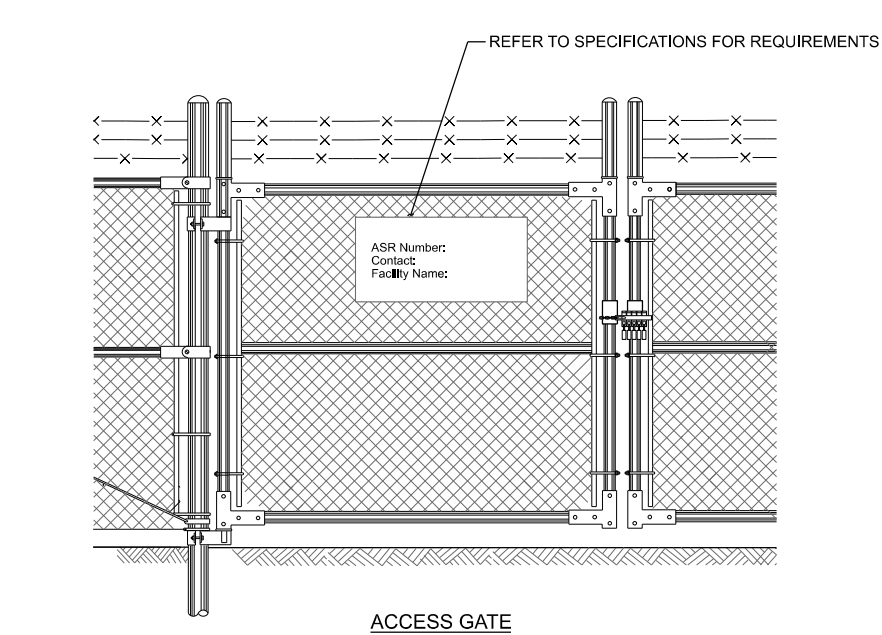
**REFERENCE NOTES: (THIS SHEET)**

- |  |   |   |
|--|---|---|
| (A) 4" (4-1/2" O.D.) SCH. 40 GALV. STEEL GATE POST   | (G) OFFSET BRACE RAIL ENDS FOR MID BRACE RAIL                                   | (N) MALLEABLE BUTT HINGES (TYP.)  |
| (B) 4" (4-1/2" O.D.) SCH 40 GALV. STEEL CORNER POST  | (H) 5/16" O.D. TRUSS ROD WITH TRUSS TIGHTENER ASSEMBLY                          | (O) GATE LATCH; VERIFY REQUIREMENTS WITH FENCE MANUFACTURER                                     |
| (C) CONCRETE PIER FOUNDATION AT CORNERS AND GATE; SEE DETAIL BELOW   | (I) 3/16" x 3/4" STRETCHER BAR; TO EXTEND FULL HEIGHT OF FENCE FABRIC           | (P) 45° BARB ARM FENCE POST CAP   |
| (D) 2" (2-3/8" O.D.) SCH. 40 GALV. STEEL INTERMEDIARY LINE POSTS; LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10'-0" O.C | (J) 3/4" TENSION BAND (TYP.).   | (Q) (3) STRANDS OF 4 PT. GALV. BARB WIRE  |
| (E) FENCE POST CAP (SIZE VARIES)   | (K) TENSION WIRE  | (R) #9 GAUGE GALV. CHAIN LINK FENCE FABRIC WITH TWISTED TOP SELVAGE AND KNUCKLED BOTTOM SELVAGE |
| (F) 1-1/4" (1.66" O.D.) TOP RAIL & MID BRACE RAIL PIPE   | (L) 1-1/2" (1.9" O.D.) SCH. 40 GALV. STEEL FENCE GATE FRAME                     | (S) 6" x 6" HANDHOLE FOR CHAIN LOCK   |
|  | (M) 1-1/4" (1.66" O.D.) SCH. 40 GALV. STEEL HORIZONTAL AND VERTICAL GATE BRACES |   |

**A COMPOUND FENCE**



**B PIER FOUNDATION**



**ACCESS GATE**

**GENERAL NOTES:**

1. THE ANTENNA STRUCTURE REGISTRATION NUMBER SHALL BE DISPLAYED PER 47 CFR 17.4 (g). THE ASR NUMBER SHALL BE POSTED ON THE PERIMETER FENCE OR ACCESS GATE SO THAT IT IS CONSPICUOUSLY VISIBLE AND LEGIBLE FROM THE PUBLICLY ACCESSIBLE AREA NEAREST THE BASE OF THE ANTENNA STRUCTURE ALONG A PUBLICLY ACCESSIBLE ROADWAY OR PATH.
2. MATERIALS USED TO DISPLAY THE ANTENNA STRUCTURE REGISTRATION NUMBER MUST BE WEATHER-RESISTANT AND OF SUFFICIENT SIZE TO BE EASILY SEEN WHERE POSTED.

**C ANTENNA STRUCTURE REGISTRATION (ASR) SIGNAGE**

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**FENCE DETAILS**  
**SIERRA (ND240019)**  
**VALLEY CITY, NORTH DAKOTA**

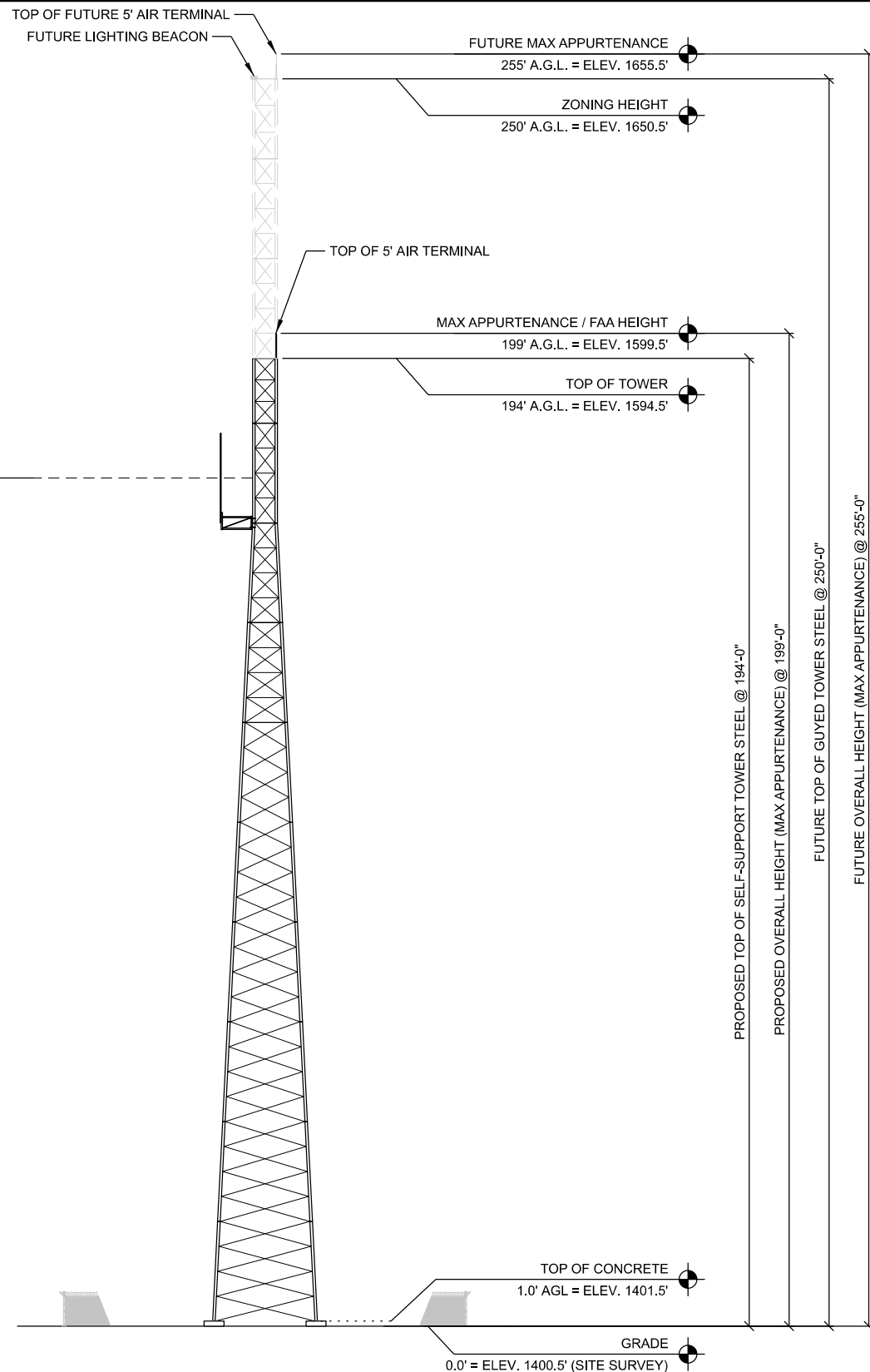
SUBMITTAL:

INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A

CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>C-502</b>

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- NOTES:
1. ALL DIMENSIONS SHOWN ARE REFERENCED FROM ABOVE GROUND LEVEL (A.G.L.).
  2. ALL ANTENNAS, DISHES, MOUNTS, ICE SHIELDS AND LINES SHALL BE SUPPLIED AND INSTALLED BY OTHERS.
  3. AIR TERMINAL MOUNT TO BE BOLTED DIRECTLY TO TOWER STEEL. AIR TERMINAL TO BE BONDED TO AIR TERMINAL MOUNT.

**LEGEND:**  
 A.G.L. = ABOVE GROUND LEVEL  
 TYP. = TYPICAL  
 ELEV. = ELEVATION

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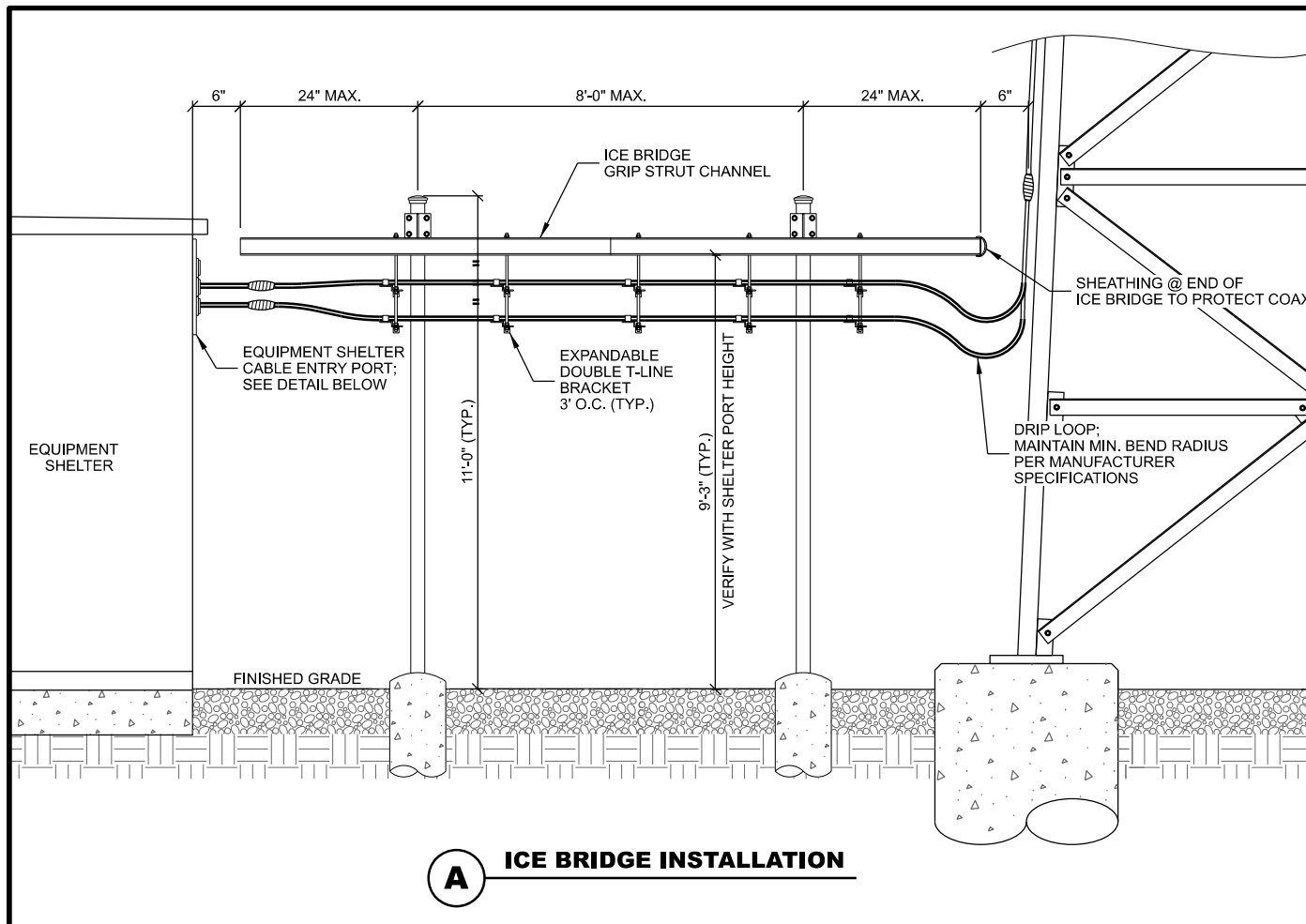
**TOWER LOADING / ELEVATION**  
**SIERRA (ND240019)**  
**VALLEY CITY, NORTH DAKOTA**

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A

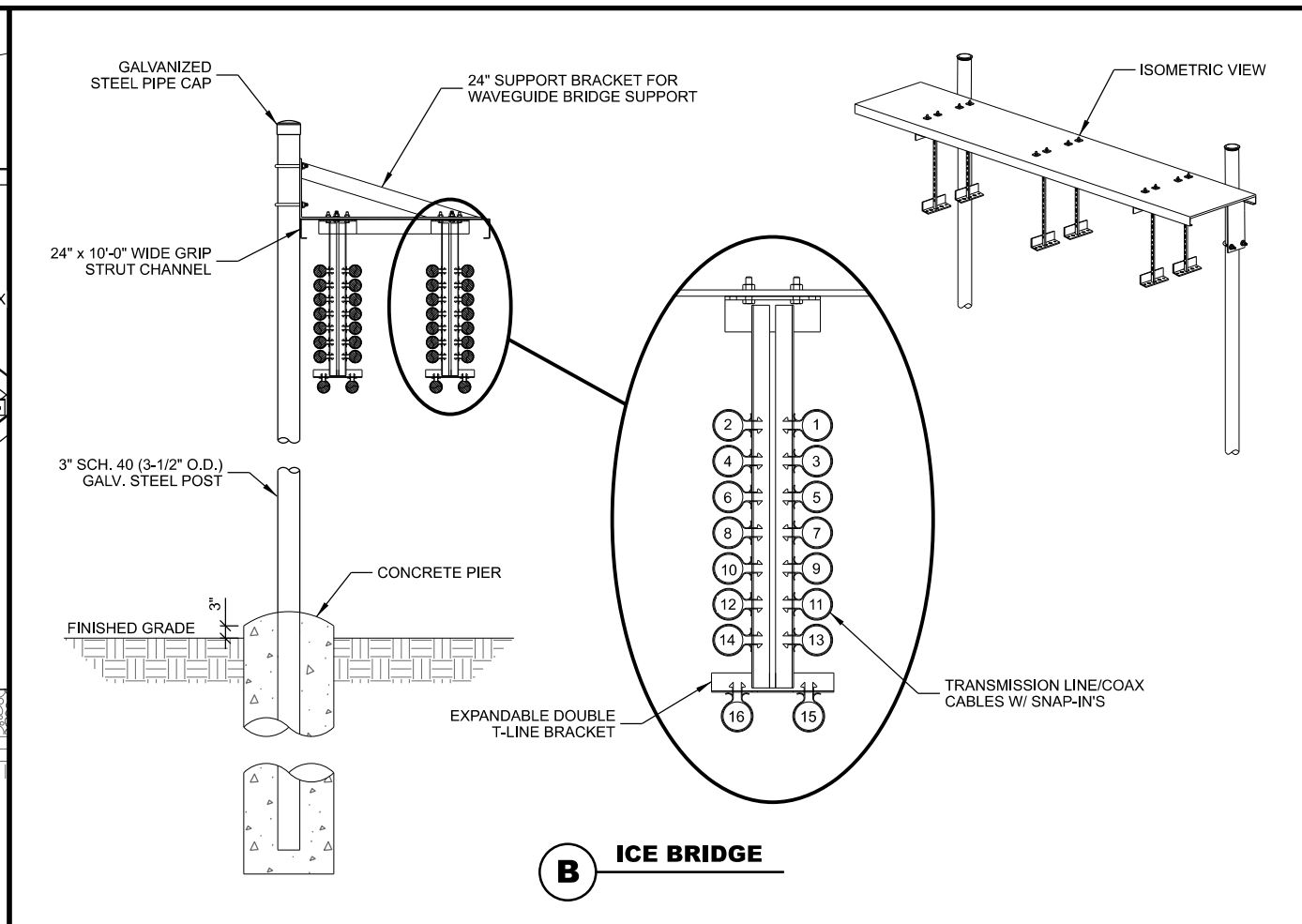
CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>T-201</b>

**A TOWER PROFILE (ELEVATION)**

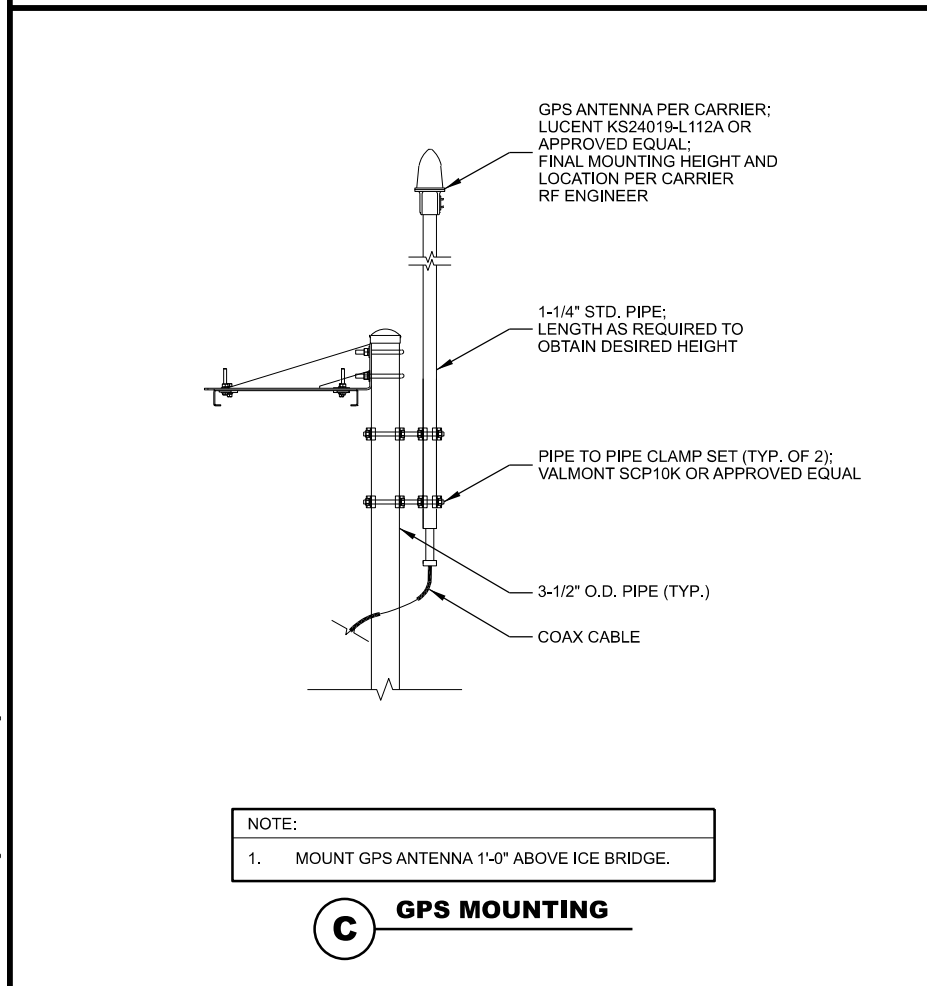
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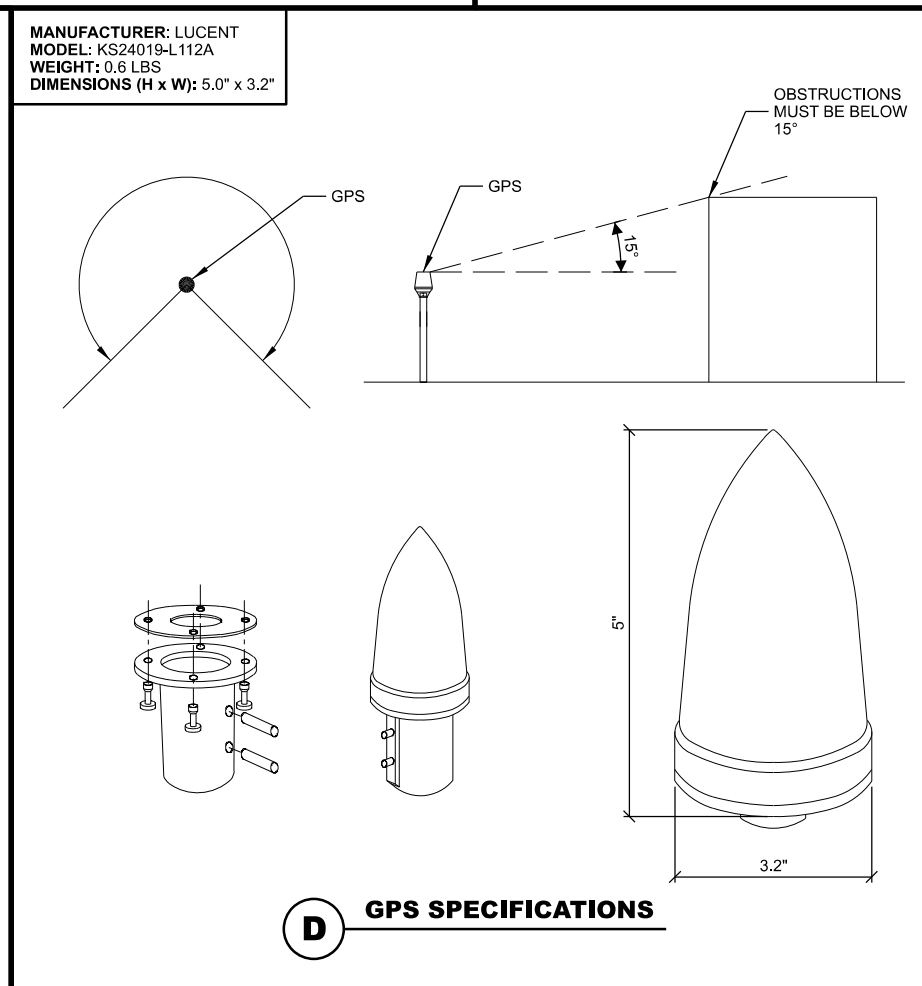
**A ICE BRIDGE INSTALLATION**



**B ICE BRIDGE**



**C GPS MOUNTING**



**D GPS SPECIFICATIONS**

- ICE BRIDGE NOTES : (THIS SHEET)**
- FOR COMPONENTS AS SHOWN IN STANDARD DETAILS, MAXIMUM ALLOWABLE SPAN BETWEEN SUPPORTS ON A CONTINUOUS SINGLE SECTION OF BRIDGE CHANNEL SHALL BE 8' FOR A 10' SECTION.
  - SPLICES IN SECTIONS OF BRIDGE CHANNEL SHALL BE INSTALLED AT SUPPORTS, WHERE POSSIBLE, OR AT MOST 2' FROM A SUPPORT.
  - FREE ENDS OF ICE BRIDGE CHANNELS SHALL NOT EXCEED A CANTILEVER DISTANCE OF 2' FROM A SUPPORT.
  - CUT BRIDGE CHANNEL SECTIONS SHALL HAVE RAW EDGES TREATED WITH COLD GALVANIZING SPRAY.
  - DEVIATIONS FROM STANDARDS FOR COMPONENT INSTALLATIONS ARE PERMITTED WITH MANUFACTURER'S AND ENGINEER'S APPROVAL.
  - DEVIATIONS FROM ICE BRIDGE FOUNDATIONS SHOWN ON SITE SPECIFIC DRAWINGS OR STANDARD DETAILS REQUIRE ENGINEERING APPROVAL.
  - INSTALL PROTECTIVE SHEATHING AT TOWER END OF ICE BRIDGE TO PROTECT CABLING.

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**ICE BRIDGE DETAILS**  
**SIERRA (ND240019)**  
**VALLEY CITY, NORTH DAKOTA**









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TJT	09/16/25	REV A

CHECKED BY	OGD
PLOT DATE	9/16/2025
PROJECT NUMBER	44155
SET TYPE	PRELIM
SHEET NUMBER	<b>T-501</b>

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**GROUNDING LEGEND: (THIS SHEET)**

-  GROUND TEST WELL, SEE E-502 FOR DETAILS
-  COPPER CLAD GROUND ROD, (5/8" DIA. x 10' LONG)  
SPACE @ 2X GROUND ROD LENGTH (20' O.C. MAX., 6' MIN.)
-  COPPER PLATE, (18" x 18" x 0.032" THK)  
SPACE @ 2X GROUND ROD LENGTH (20' O.C. MAX., 6' MIN.)
-  EXOTHERMIC OR UL RATED IRREVERSIBLE CONNECTION  
(CADWELD OR HYGROUND)
-  MECHANICAL CONNECTION  
(BURNDY 2-HOLE LUG OR APPROVED EQUAL)
-  #2 AWG BARE SOLID TINNED COPPER CONDUCTOR  
IN STANDARD GROUND TRENCH, SEE E-502 FOR DETAILS
-  #2/0 AWG BARE STRANDED TINNED COPPER CONDUCTOR  
IN STANDARD GROUND TRENCH, SEE E-502 FOR DETAILS
-  #2 AWG BARE SOLID TINNED COPPER CONDUCTOR  
IN ENHANCED GROUND TRENCH, SEE E-502 FOR DETAILS

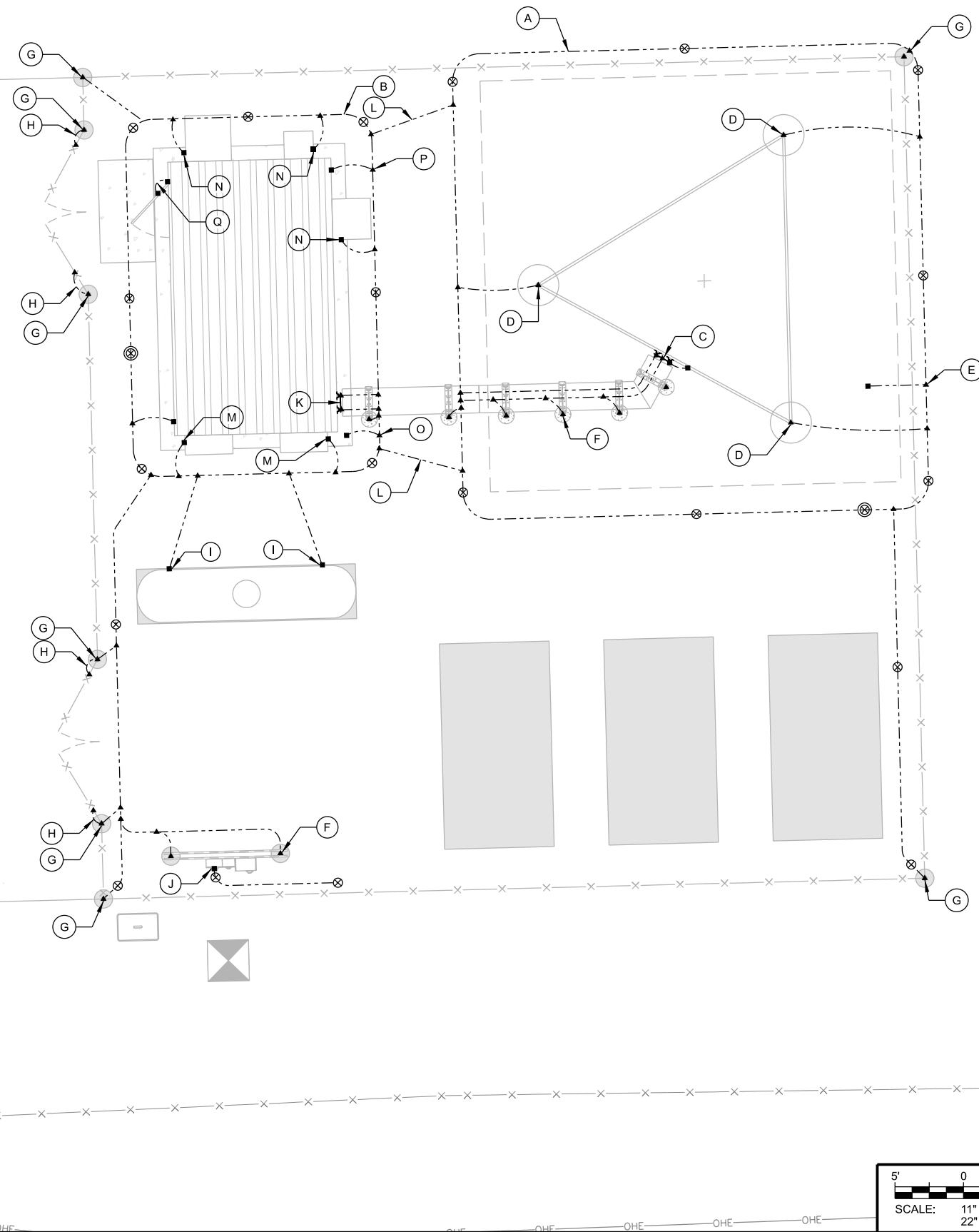


**KEYNOTES: (THIS SHEET)**

- A. TOWER GROUND RING, MAINTAIN 2' SEPARATION FROM TOWER FOUNDATION
- B. SHELTER GROUND RING, MAINTAIN 2' SEPARATION FROM SHELTER FOUNDATION
- C. TOWER GROUND BAR, (2) LEADS TO TOWER GROUND RING & (1) TO TOWER STEEL
- D. TOWER STEEL GROUND, (1) PER LEG REQ'D. EXOTHERMIC WELD TO LEG GROUND TAB
- E. TOWER FOUNDATION GROUND, SEE E-502 FOR DETAILS
- F. ICE BRIDGE/UTILITY POST GROUND, SEE E-501 FOR DETAILS
- G. FENCE CORNER POST GROUND, SEE E-502 FOR DETAILS
- H. FENCE GATE GROUND, SEE E-502 FOR DETAILS
- I. GROUND LP TANK, EACH LEG
- J. A/C METER BOX GROUND
- K. EXTERIOR SHELTER GROUND BAR, (2) LEADS TO SHELTER GROUND RING
- L. SHELTER GROUND RING TO TOWER GROUND RING, (2) LEADS
- M. SHELTER EXTERIOR AC UNIT GROUND
- N. SHELTER METAL BOX / HOOD VENT GROUND
- O. SHELTER FOUNDATION GROUND, SEE E-502 FOR DETAILS
- P. SHELTER ANCHOR TAB GROUND. CLOSEST TAB TO RF ENTRY PORT (1 REQ'D)
- Q. SHELTER DOOR FRAME GROUND

**GENERAL NOTES: (THIS SHEET)**

1. ALL EXTERIOR GROUNDING SHALL MEET OR EXCEED THE CURRENT HARRIS SITE GROUNDING AND LIGHTNING PROTECTION GUIDELINES. REFER TO INSTALLATION MANUAL AE/LZT 123 4618/1 REV F (JUNE 2017).
2. THE GROUNDING SYSTEM & CONDUCTORS SHALL BE INSPECTED BY THE ENGINEER PRIOR TO BACK FILLING. SYSTEM SHALL PROVIDE 3 OHM OR LESS RESISTANCE UPON COMPLETION.
3. ALL NON-INSULATED GROUND LEADS EXTENDING ABOVE GROUND LEVEL SHALL BE ENCASED IN 1/2" PVC & SEALED WITH SILICONE.
4. GROUND RINGS & TOP OF RODS SHALL BE INSTALLED AT 30" BELOW FINISHED GRADE. (SEE DETAIL A/E-501)
5. INSTALL 18"x18" COPPER PLATES IN LIEU OF GROUND RODS WHEN INSTALLING OVER TOWER FOUNDATION OR WHERE DRIVING GROUND RODS IS NOT FEASIBLE. REFER TO GEOTECH REPORT FOR SOIL CONDITIONS.
6. ALL MECHANICAL CONNECTIONS SHALL INCLUDE ANTI-OXIDANT COMPOUND BETWEEN LUG & CONNECTION POINT. USE COPPER ANTI-OXIDANT FOR COPPER TO COPPER CONNECTION
7. ALL ABOVE GRADE CADWELD CONNECTIONS (TO GALVANIZED ITEMS) SHALL BE SPRAYED WITH COLD GALVANIZING COMPOUND TO PREVENT CORROSION.



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ENGINEER SEAL:  
  
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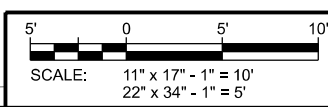
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**GROUNDING PLAN**  
**SIERRA (ND240019)**  
**VALLEY CITY, NORTH DAKOTA**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A

CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>E-101</b>



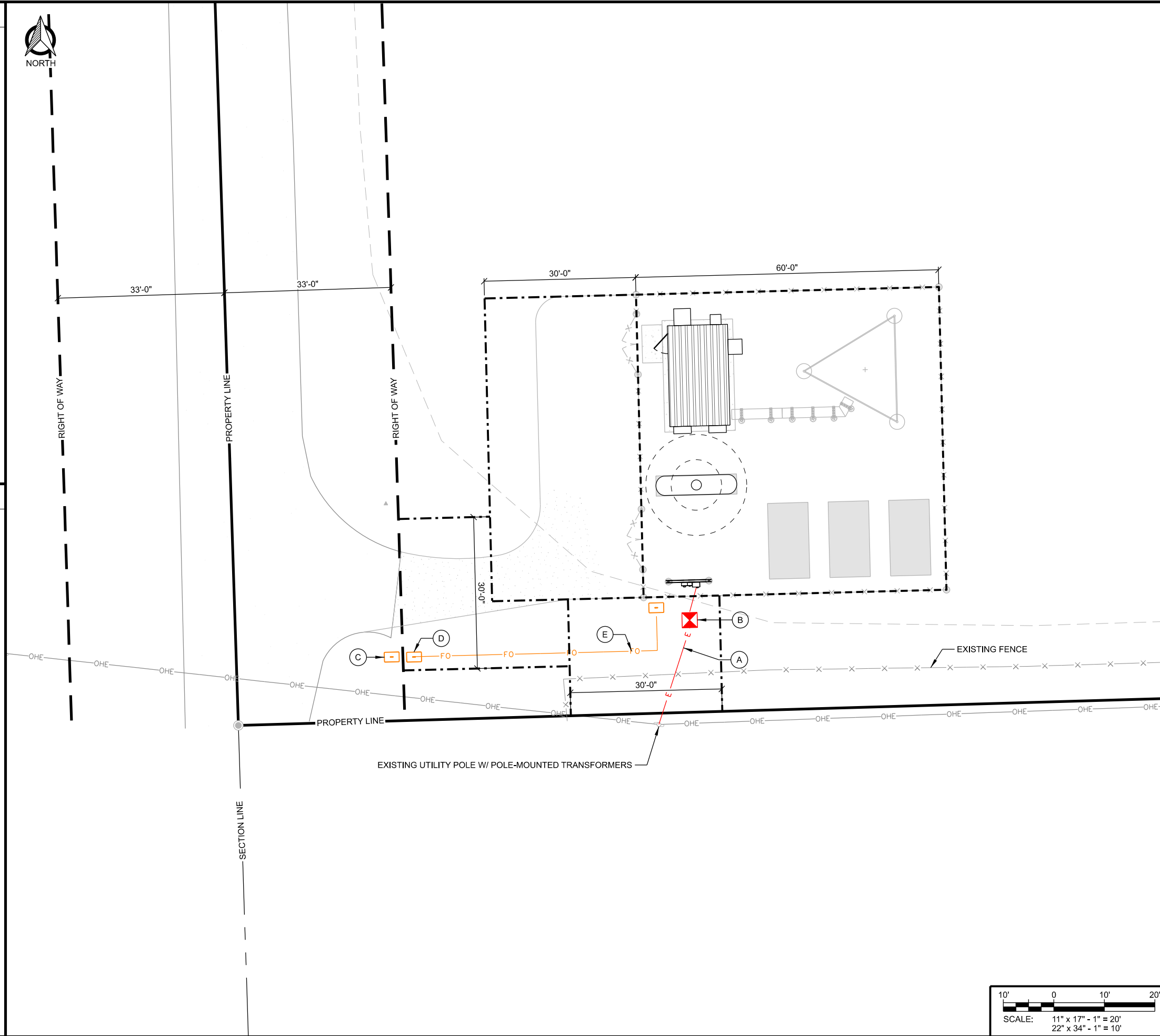
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**KEYNOTES: (THIS SHEET)**

- A. PRIMARY ELECTRIC UTILITY SERVICE INSTALLED BY UTILITY PROVIDER; APPROX. 10'± FROM EXISTING UTILITY POLE TO PROPOSED TRANSFORMER AT COMPOUND (SOURCE TBD)
- B. GROUND MOUNTED ELECTRIC TRANSFORMER INSTALLED BY UTILITY PROVIDER
- C. PROPOSED FIBER PROVIDER FIBER VAULT WITHIN ROW TO BE INSTALLED BY FIBER PROVIDER (SOURCE TBD)
- D. PROPOSED FIBER VAULT BY GENERAL CONTRACTOR
- E. (1) ORANGE 2" DIA. HDPE, SDR 13.5 SMOOTH WALL CONTINUOUS CONDUIT W/ PULL ROPE FOR FIBER OPTIC LINE; APPROX. 60'± FROM PROPOSED FIBER VAULT WITHIN ROW TO PROPOSED FIBER VAULT AT COMPOUND (SOURCE TBD); BY GENERAL CONTRACTOR

**GENERAL NOTES: (THIS SHEET)**

1. CONTRACTOR SHALL FIELD VERIFY DEPTHS, LOCATIONS, & SIZES OF ALL EXISTING UTILITIES.
2. ALL UTILITIES SHALL BE INSTALLED ACCORDING TO STATE AND LOCAL REQUIREMENTS.
3. ALL ELECTRICAL WORK SHALL CONFORM TO NATIONAL, STATE, AND LOCAL CODES.
4. ALL UNDERGROUND TRENCHING, PIPE AND CONDUIT INSTALLATION TO BE COMPLETED PRIOR TO FINAL SUBGRADE COMPACTION AND AGGREGATE INSTALLATION.
5. ALL CONDUCTORS TO BE COPPER.
6. ALL UNDERGROUND ELECTRICAL & TELCO CONDUITS TO BE SCH. 80 PVC UNLESS OTHERWISE REQUIRED BY THE UTILITY PROVIDER.
7. ALL OUTDOOR ABOVE GROUND EXPOSED ELECTRICAL CONDUITS, ALL CONDUIT STUB UPS AND ANY OUTDOOR/BELOW GRADE CONDUIT TO BE SCH 80 PVC.
8. REFERENCE MANUFACTURER AND CATALOG NUMBERS ARE USED FOR QUALITY AND PERFORMANCE ONLY. EQUIPMENT MFR. BY OTHERS ARE EQUALLY ACCEPTABLE PROVIDED THEY MEET OR EXCEED THE SPEC.
9. PROVIDE AND INSTALL ALL NECESSARY WIRING AND CONDUITS FROM EXTERIOR ELECTRICAL ITEMS TO DISTRIBUTION PANEL WITHIN EQUIPMENT BUILDING.
10. ALL CONDUIT STUBS IN BUILDINGS & PULL BOXES TO BE IDENTIFIED AND LABELED.
11. PROVIDE PULL STRINGS IN ALL CONDUITS.
12. ALL INDOOR EXPOSED CONDUIT TO BE METALLIC (EMT OR RGS).
13. SEE E-503 FOR CONDUIT INSTALLATION REQUIREMENTS.



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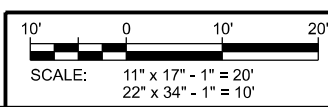
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**UTILITY PLAN  
 SIERRA (ND240019)  
 VALLEY CITY, NORTH DAKOTA**

SUBMITTAL:

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PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>E-102</b>

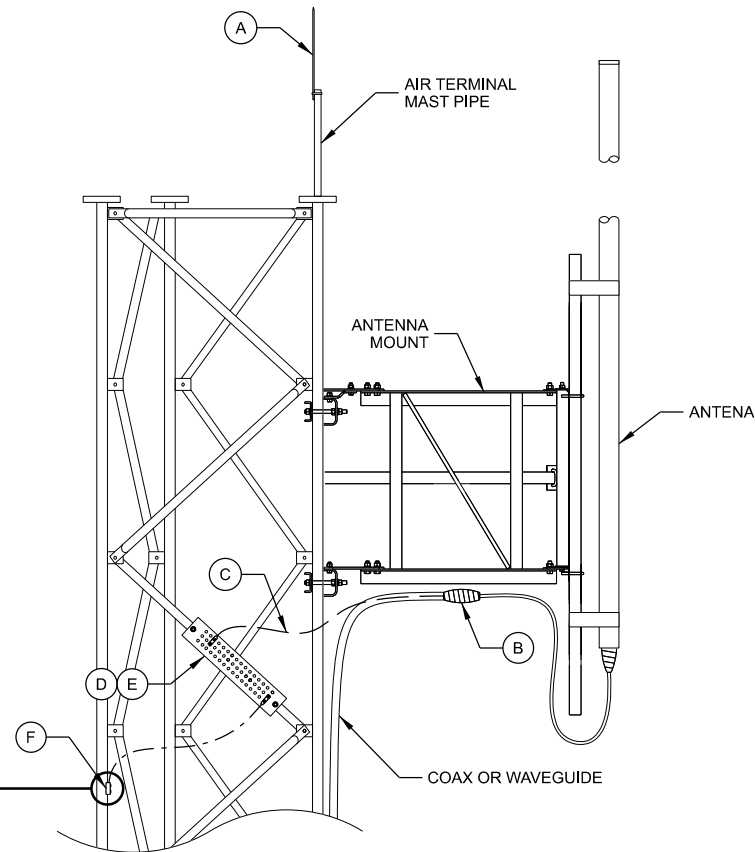
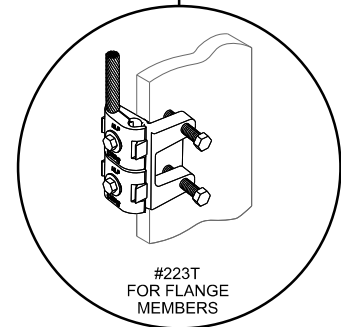
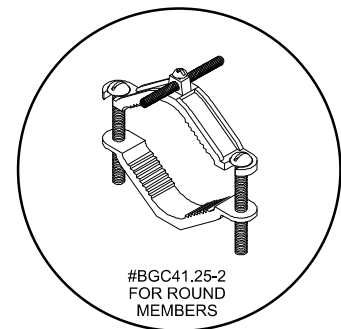


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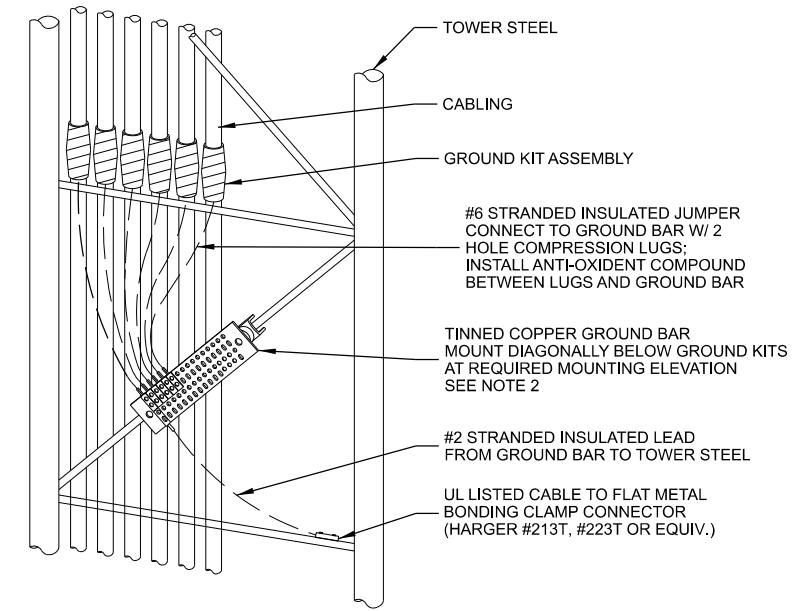


**KEYNOTES: (THIS SHEET)**

- A. AIR TERMINAL:  
EXTEND 2' ABOVE HIGHEST ANTENNA MIN. ON MAST PIPE  
MECHANICALLY FASTEN AIR TERMINAL TO MAST PIPE  
PIPE TO BE MECHANICALLY CONNECTED TO TOWER STEEL
- B. COAX / WAVEGUIDE TRANSMISSION LINE GROUND KIT;  
SEE DETAIL TO RIGHT
- C. GROUND KIT JUMPER;  
CONNECT TO GROUND BAR WITH 2 HOLE LONG BARREL LUG
- D. ANTENNA GROUND BAR (TINNED);  
FOR CONNECTION OF MULTIPLE GROUND KITS AT ONE  
LEVEL MOUNT TO TOWER STEEL;  
INSTALL #2 STRANDED LEAD FROM GROUND BAR TO TOWER  
STEEL
- E. FOR SINGLE ANTENNAS AT ONE LEVEL OMIT ANTENNA  
GROUND BAR CONNECT GROUND KIT JUMPER DIRECTLY TO  
TOWER STEEL WITH UL LISTED BONDING CLAMP
- F. UL LISTED BONDING CLAMP:  
- HARGER BGC41.25-2 PIPE CLAMPS FOR  
1-1/4" TO 2" DIA. ROUND MEMBERS  
OR  
- HARGER #223T HEAVY DUTY TINNED FLANGE  
BONDING PLATE  
- USE EXTERNAL ANTI-OXIDATION COMPOUND.  
- PAINT WITH COLD GALV. COMPOUND AFTER BONDING.
- G. TOWER GROUND BAR (TGB) (TINNED);  
4" x 18" x 1/2" - SIZED FOR (30) 2 HOLE GROUND LUGS MOUNT  
DIAGONALLY FOR EASIER HOOK-UP OF GROUNDING KIT  
LEADS INSTALL ON TOWER WITH INSULATORS AT 12" (ABOVE  
ICE BRIDGE)
- H. TGB GROUNDS;  
#2 BARE SOLID TINNED ENCASED IN CARFLEX CONDUIT  
FROM TGB TO TOWER GROUND RING (2) REQ'D AND FROM  
TGB TO TOWER STEEL (1) REQ'D
- I. TOWER STEEL GROUNDS;  
#2 BARE SOLID TINNED ENCASED IN CARFLEX CONDUIT  
FROM TOWER STEEL TO TOWER GROUND RING (3) REQ'D.
- J. TOWER FOUNDATION GROUND, (1 REQ'D);  
SEE E-502 FOR DETAILS
- K. SHELTER EXTERIOR GROUND BAR (EGB) (TINNED);  
SEE DETAIL TO RIGHT
- L. EGB GROUNDS;  
#2 BARE SOLID TINNED  
SEE DETAIL TO RIGHT  
ENCASE IN CARFLEX CONDUIT FROM EGB TO SHELTER  
GROUND RING (2) REQ'D.
- M. SURGE ARRESTOR/POLY PHASER
- N. INTERIOR SHELTER GROUND BAR / MASTER GROUND BAR  
(MGB);  
SEE DETAIL TO RIGHT
- O. #2 BARE SOLID TINNED, ENCASE IN CARFLEX CONDUIT  
FROM MGB TO SHELTER GROUND RING (2) REQ'D.;  
SEE DETAIL TO RIGHT
- P. ICE BRIDGE POST GROUNDS;  
#2 BARE SOLID TINNED ENCASE IN CARFLEX CONDUIT TO 24"  
BELOW GRADE;  
SEE E-502 FOR DETAILS
- Q. ICE BRIDGE SECTION GROUNDS;  
#6 STRANDED INSULATED  
2 HOLE LONG BARREL ON EACH END (TYP.)
- R. ICE BRIDGE SECTION TO POST GROUNDS;  
#6 STRANDED INSULATED  
2 HOLE LONG BARREL ON SECTION & CADWELDED TO POST  
ORIENT LEAD WITH HIGH SIDE TOWARDS TOWER
- S. ENTRY PANEL GROUND;  
#6 STRANDED INSULATED  
2 HOLE LONG BARREL ON EACH END (TYP.)

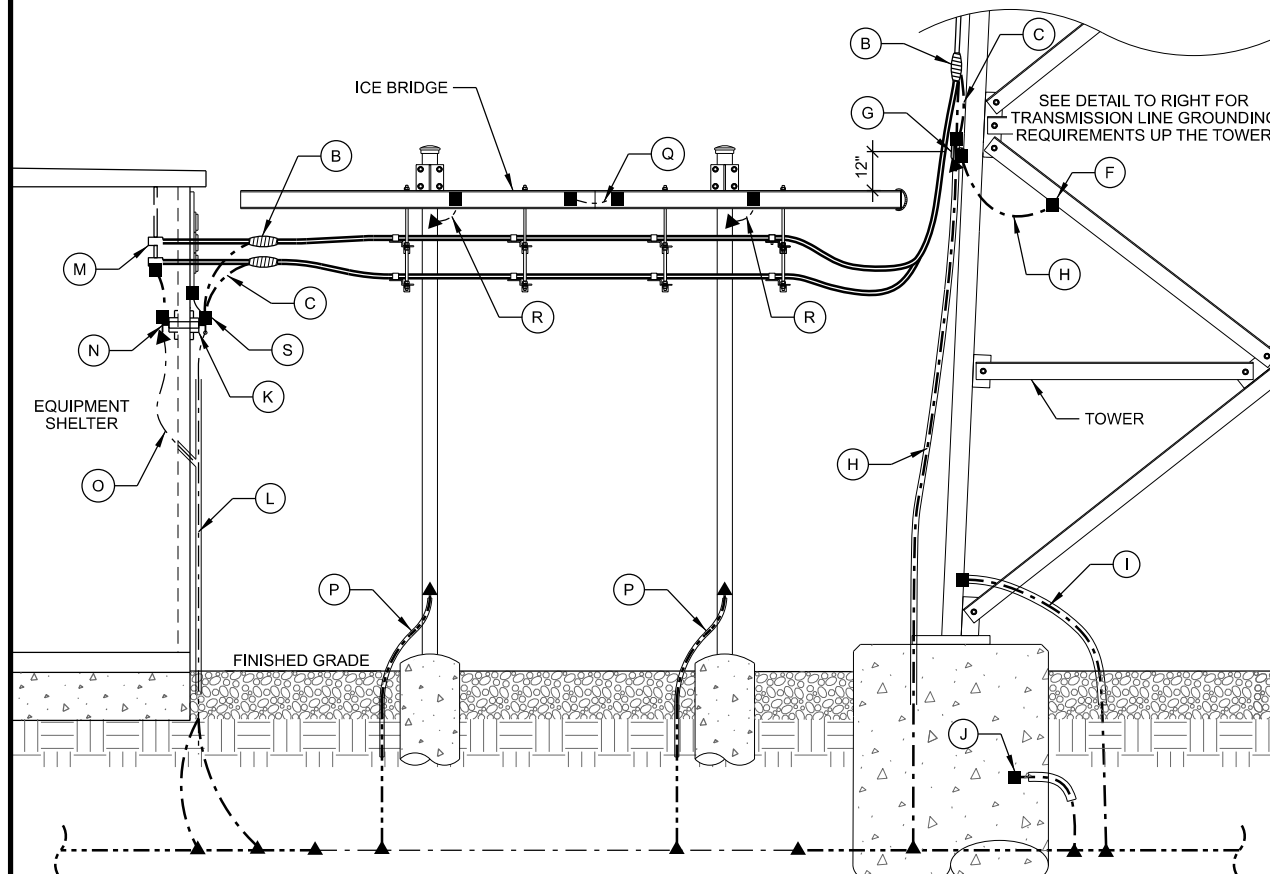


**A ANTENNA LEVEL GROUNDING**

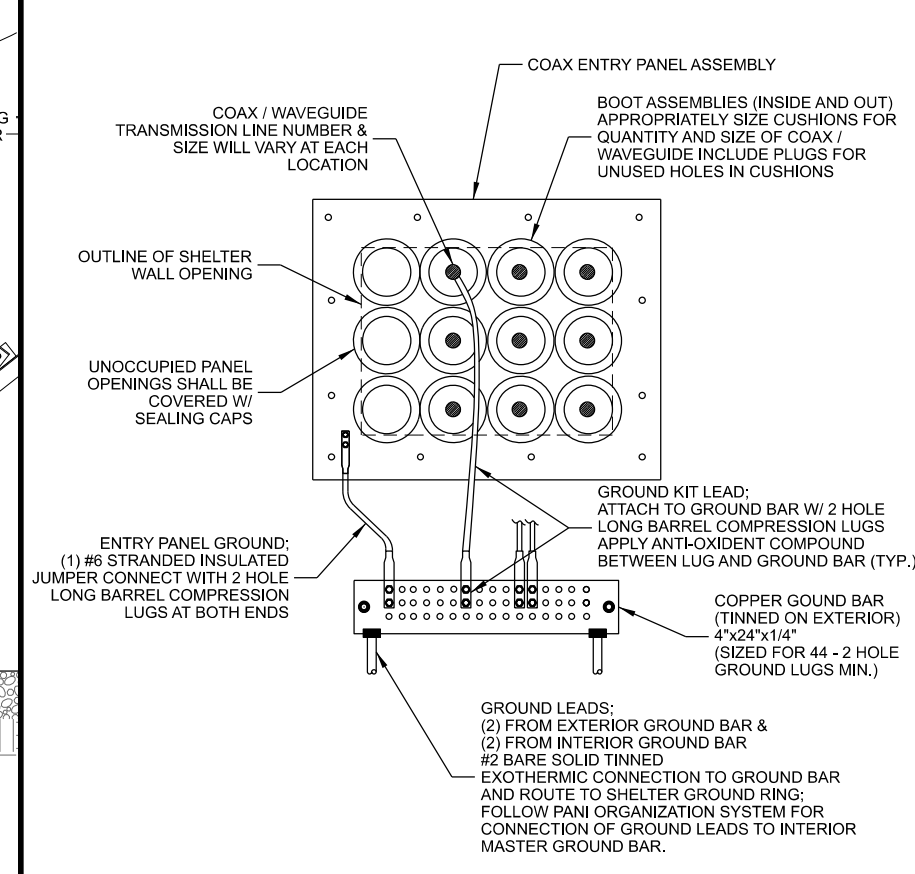


- NOTES:
- INSTALL GROUND KITS ON EACH TRANSMISSION LINE IN THE FOLLOWING LOCATIONS:
    - A. ANTENNA / DISH LEVEL
    - B. AT 75 FOOT MAX INTERVALS FROM ANTENNA LEVEL TO BASE OF TOWER
    - C. TOWER BASE
    - D. EQUIPMENT BUILDING ENTRY
  - INSTALL ANTENNA GROUND BARS AT EACH ANTENNA TIER LEVEL FOR CONNECTION OF MULTIPLE ANTENNAS AT EACH LEVEL. WHEN ONLY ONE ANTENNA IS INSTALLED AT A LEVEL, CONNECT GROUND KIT DIRECTLY TO TOWER STEEL WITH UL LISTED BONDING CLAMP.

**C TRANSMISSION LINE GROUNDING**



**B SITE LEVEL GROUNDING**



**D INTERIOR / EXTERIOR SHELTER GROUND BARS**

CONSULTANT:  
**Edge**  
Consulting Engineers, Inc.  
2101 HIGHWAY 13 W  
BURNSVILLE, MN 55337  
608.644.1449 VOICE  
608.644.1549 FAX  
www.edgeconsult.com

CLIENT:  
**Allo Towers**  
151 KALMUS DR., SUITE E-201  
COSTA MESA, CA 92626  
949.749.1994 VOICE  
www.allotowers.com

ENGINEER SEAL:  
**NOT FOR CONSTRUCTION**

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

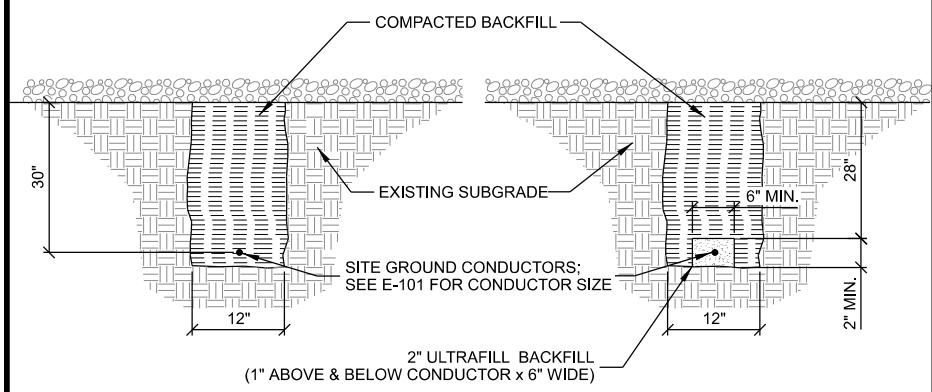
**GROUNDING DETAILS**  
SIERRA (ND240019)  
VALLEY CITY, NORTH DAKOTA

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A

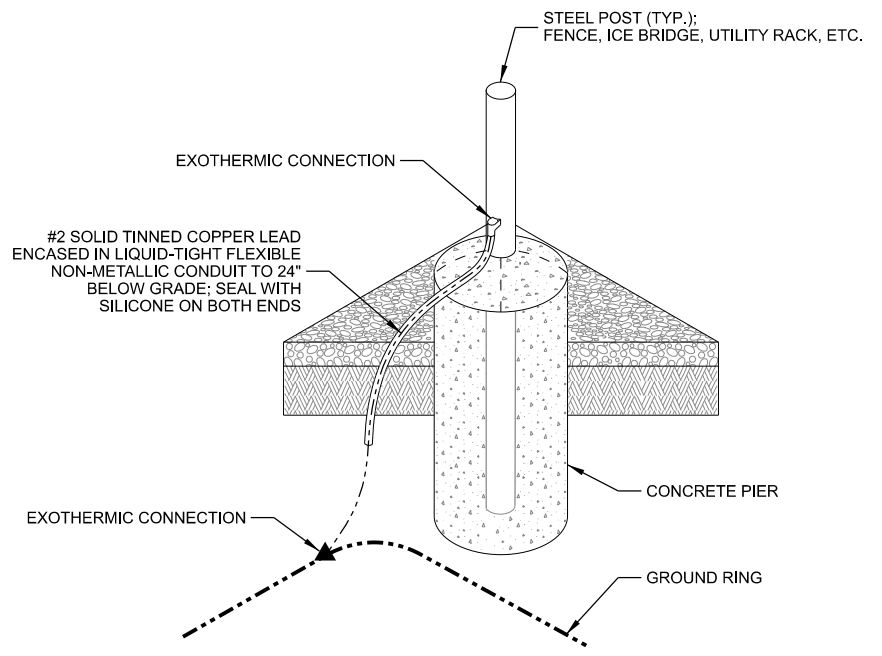
CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>E-501</b>

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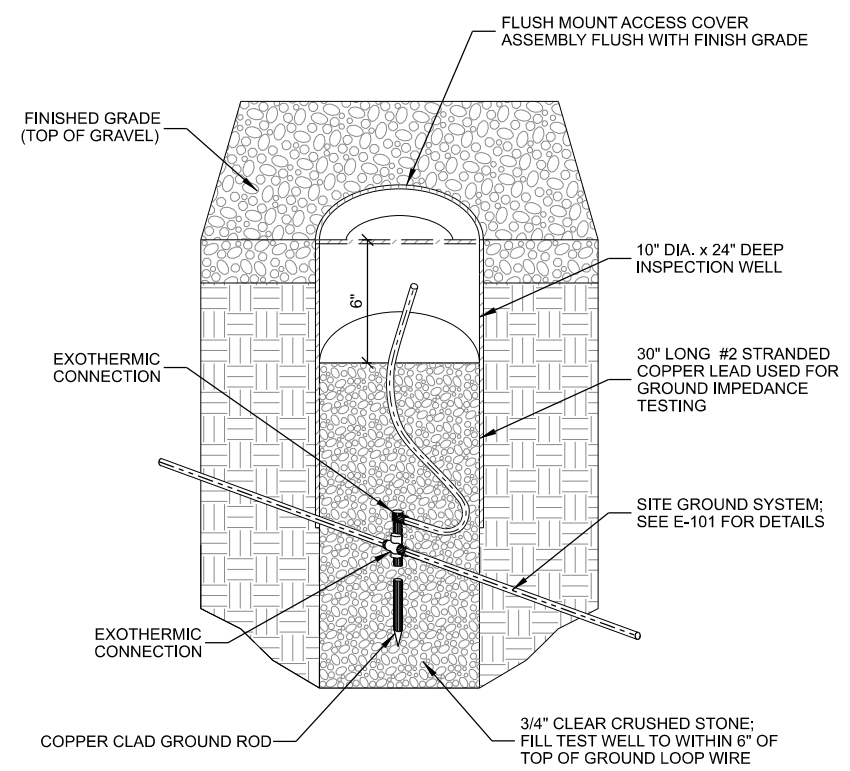


**A GROUNDING TRENCH**

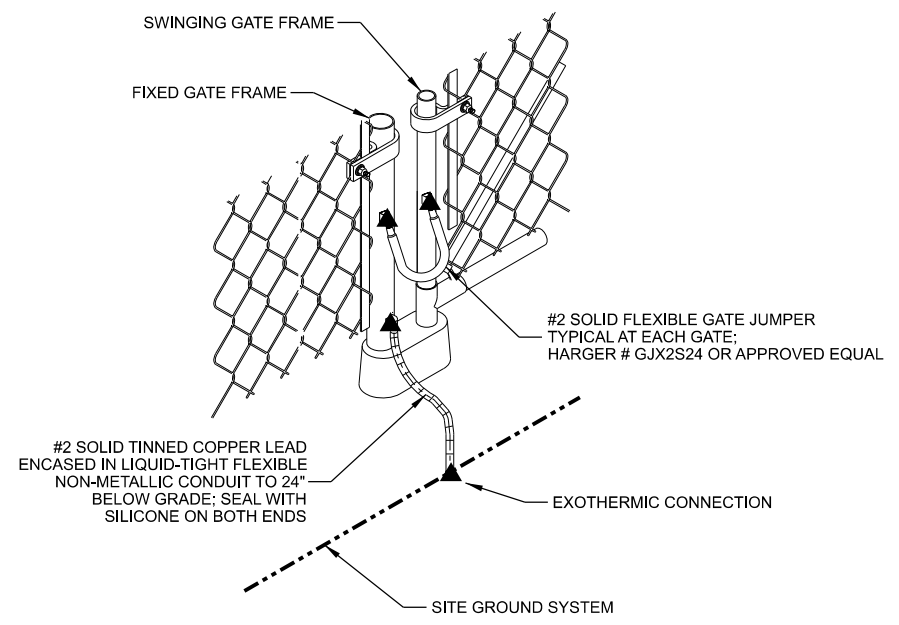
- NOTES:
- GROUNDING TRENCHES TO BE BACK FILLED WITH NATIVE SOIL.
  - COMPACT BACK FILL TO 95% MODIFIED PROCTOR.



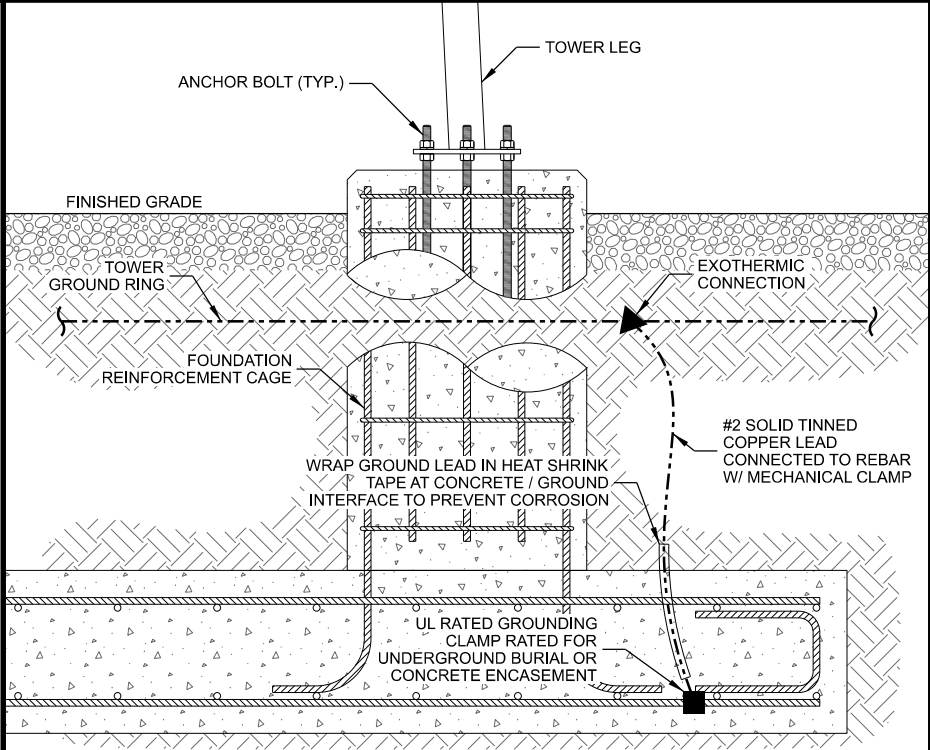
**B STEEL POST GROUNDING**



**C INSPECTION WELL**



**D FENCE GATE GROUNDING**



- NOTES:
- FOUNDATION SHOWN IS TYPICAL. SEE TOWER FOUNDATION PLANS FOR REINFORCEMENT DETAILS.
  - FOUNDATION GROUNDING PER NEC 250.52(3)(A). GROUNDING CONNECTIONS TO BE COVERED BY A MINIMUM OF 3" CONCRETE AND BE MADE TO A MIN. 20' CONTINUOUS REBAR.

**E TOWER FOUNDATION GROUNDING**

**THIS SPACE INTENTIONALLY LEFT BLANK**

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 2101 HIGHWAY 13 W  
 BURNSVILLE, MN 55337  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
**Allo Towers**  
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 949.749.1994 VOICE  
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ENGINEER SEAL:  
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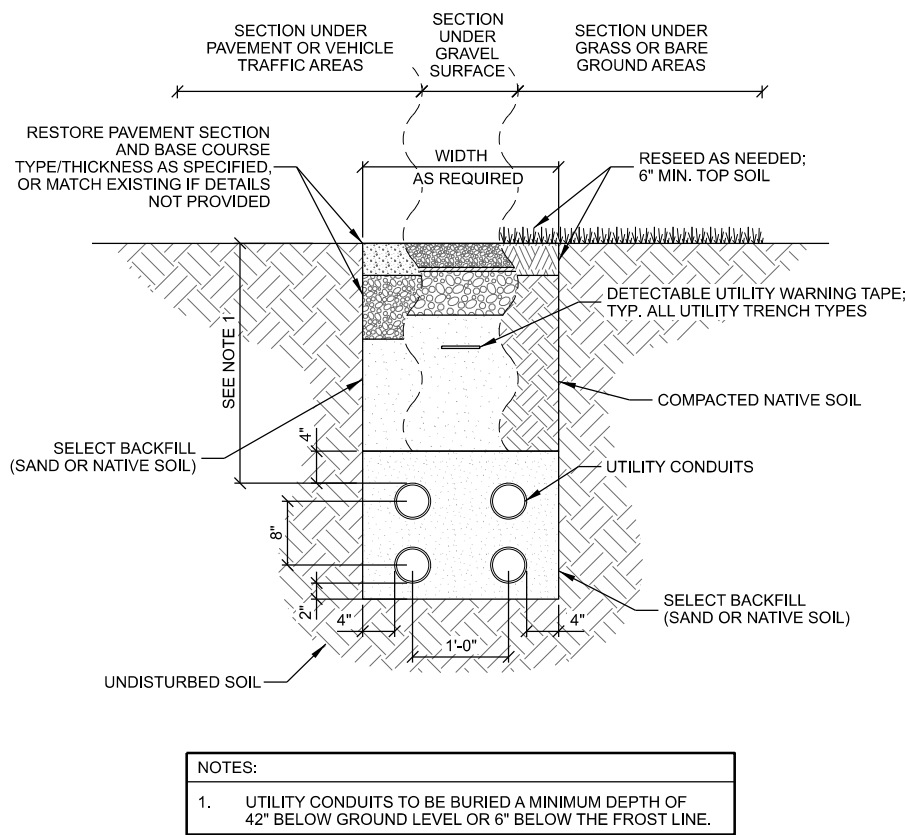
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**GROUNDING DETAILS**  
**SIERRA (ND240019)**  
**VALLEY CITY, NORTH DAKOTA**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A

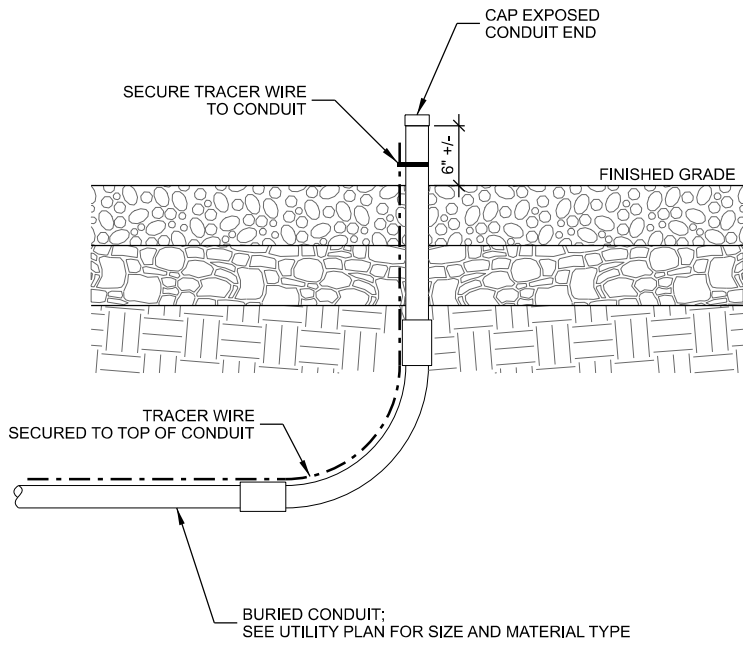
CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>E-502</b>



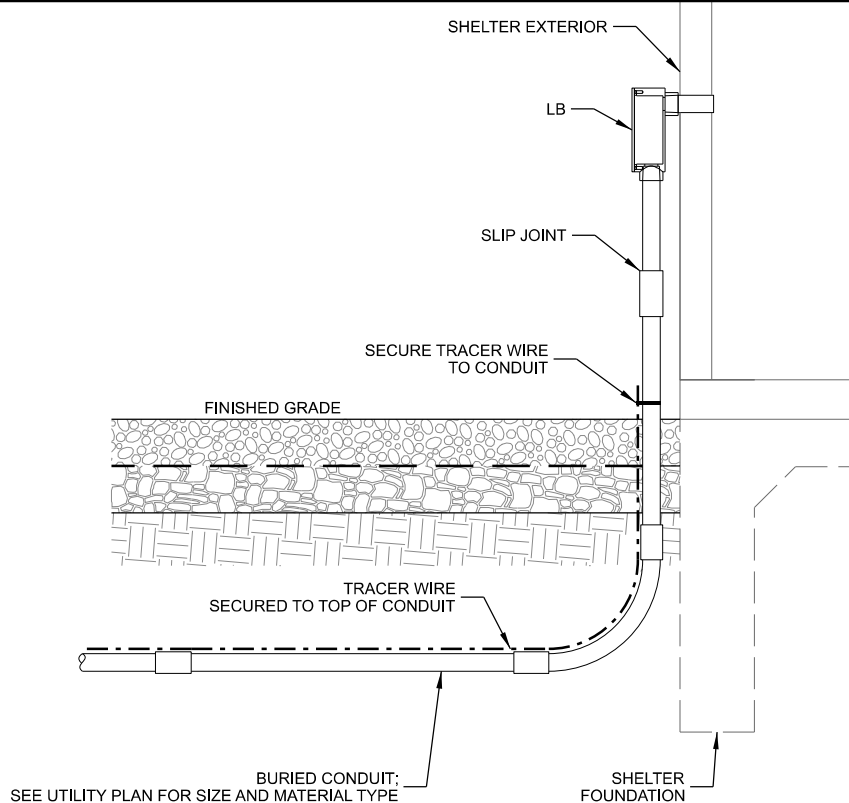
NOTES:

1. UTILITY CONDUITS TO BE BURIED A MINIMUM DEPTH OF 42" BELOW GROUND LEVEL OR 6" BELOW THE FROST LINE.

**A UTILITY TRENCH**

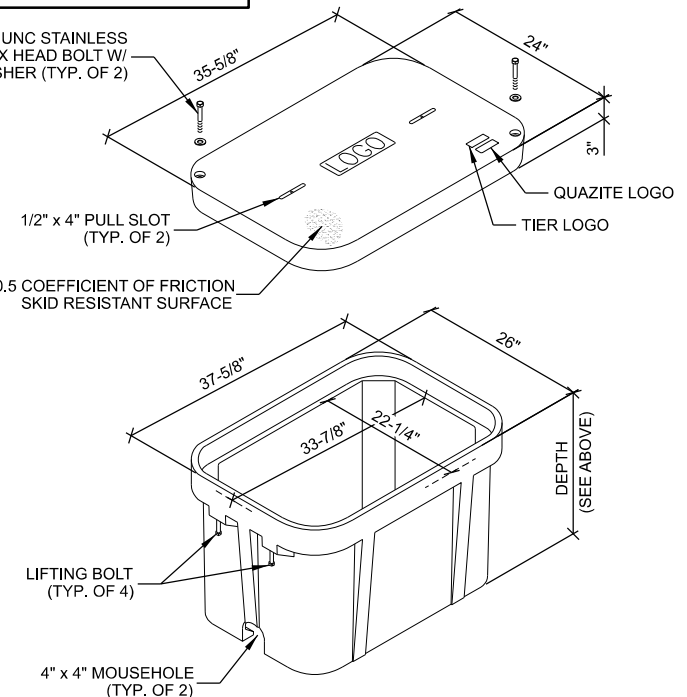


**B CONDUIT STUB-UP**



**C CONDUIT STUB-UP AT SHELTER**

MANUFACTURER: QUAZITE  
 MODEL: PG2436BA36 (SPlice BOX)  
 PG2436BA24 (PULL BOX)  
 PG2436KK00 (COVER)  
 INSIDE DIMENSIONS:  
 36" x 24" x 36" (L x W x D) SPLICE BOX  
 36" x 24" x 24" (L x W x D) PULL BOX  
 POLYMER CONCRETE BOX WITH OPEN BOTTOM



**D UTILITY VAULT**

**THIS SPACE INTENTIONALLY LEFT BLANK**

- WARNING TAPE & TRACE WIRE NOTES: (THIS SHEET)**
1. WARNING TAPE TO BE INSTALLED ABOVE THE ELECTRICAL RUN FROM THE GENERATOR TO THE PLATFORM AND ABOVE THE FUEL LINE BETWEEN THE GENERATOR AND FUEL SOURCE.
  2. WARNING TAPE SHALL BE RUN CONTINUOUSLY ALONG THE ENTIRE LENGTH AND INSTALLED 12 INCHES ABOVE THE TOP OF THE CONDUITS
  3. TRACER WIRE SHALL RUN CONTINUOUSLY ALONG THE ENTIRE LENGTH OF THE BURIED GAS AND ELECTRIC CONDUITS
  4. TRACER WIRE SHALL BE SECURED TO THE CONDUIT AND MAINTAINED ABOVE THE CONDUIT CENTERLINE DURING TRENCH BACKFILLING.
  5. TRACER WIRE TO EXTEND TO THE TOP OF PVC ABOVE CONCRETE ON BOTH ENDS - LOOP AND WRAP AROUND APPROPRIATE CONDUIT.
  6. TRACER WIRE SHALL CONSIST OF 14GA. SOLID COPPER WIRE WITH A CORROSION PROTECTIVE COATING.
  7. INSTALL TRACER WIRE WITH SPACER AND SECURE PER MNFG. RECOMMENDATIONS - AT A MIN. EVERY 10' AND AT ALL BENDS. - DO NOT WRAP BURIED CONDUIT WITH TRACER WIRE TO AVOID UNNECESSARY STRESS ON TRACER. - CONTRACTOR TO CHECK CONTINUITY OF TRACER WIRE BEFORE AND AFTER BURIAL AND DOCUMENT RESULTS. 12" ABOVE THE TOP OF THE CONDUITS.

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 2101 HIGHWAY 13 W  
 BURNSVILLE, MN 55337  
 608.644.1449 VOICE  
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 www.edgeconsult.com

CLIENT:  
**Allo Towers**  
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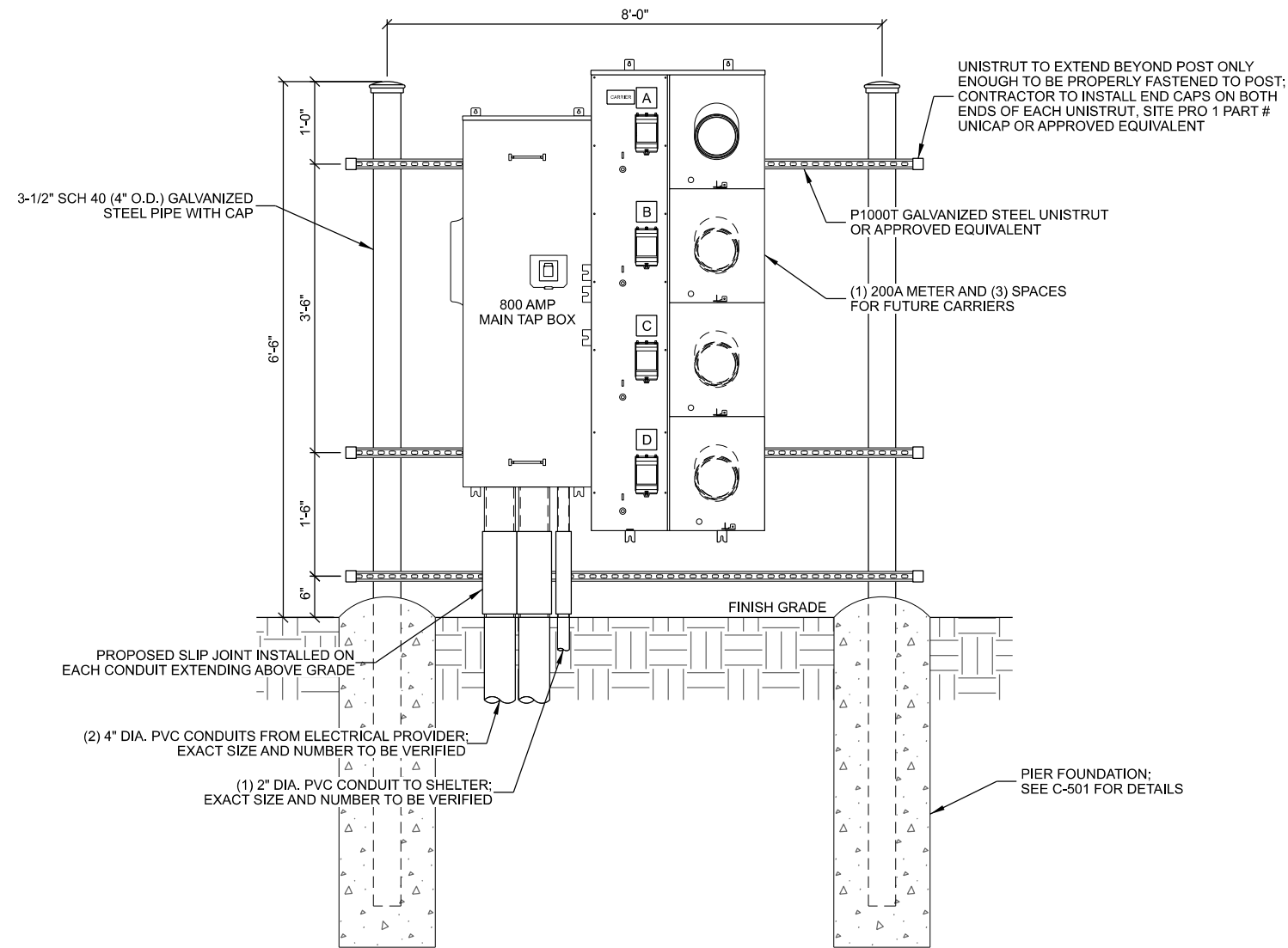
**UTILITY DETAILS**  
 SIERRA (ND240019)  
 VALLEY CITY, NORTH DAKOTA

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A

CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>E-503</b>

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FRONT - ELECTRICAL SIDE

**NOTE:**

1. INSTALL PVC CONDUITS FOR SERVICE LATERAL CONNECTION TO UTILITY.
2. EXTEND SERVICE LATERAL CONDUITS UNDERGROUND BEYOND FENCELINE. CAP ENDS (NO DUCT TAPE ALLOWED) AND STAKE, EQUIP WITH PULL CORD, VERIFY REQUIREMENTS W/UTILITY PROVIDER.
3. MARK CARRIER METER SLOT @ BREAKER OR SOCKET EXTERIOR.
4. SQD EZ METER PAK, 120/240 VAC 1 PHASE, 3 WIRE OR EQUIV., VERIFY REQUIREMENTS WITH UTILITY PROVIDER
5. FINAL LAYOUT AND DESIGN DETERMINED BY CONTRACTOR/UTILITY, VERIFY FINAL DESIGN WITH THE CARRIER.

**A MULTI-METER UTILITY RACK**  
 SCALE: 11" x 17" - 1/2" = 1'-0"  
 22" x 34" - 1" = 1'-0"

CONSULTANT:

**Edge**  
 Consulting Engineers, Inc.  
 2101 HIGHWAY 13 W  
 BURNSVILLE, MN 55337  
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**UTILITY DETAILS  
 SIERRA (ND240019)  
 VALLEY CITY, NORTH DAKOTA**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
TJT	09/16/25	REV A

CHECKED BY:	OGD
PLOT DATE:	9/16/2025
PROJECT NUMBER:	44155
SET TYPE:	PRELIM
SHEET NUMBER:	<b>E-504</b>

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## RESOLUTION NO. 2506

### RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$600,000 WASTEWATER TREATMENT IMPROVEMENT WARRANT, SERIES 2025

#### 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 construct sanitary sewer mains and incidentals, or make improvements thereto (the "Project"). Any references to "improvement" or "improvements" herein includes 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 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 State 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 assessment warrants 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 \$600,000 in principal amount of its City of Valley City Wastewater Treatment Improvement Warrant, Series 2025 (the "Municipal Securities" or "Municipal Security"), pursuant to N.D.C.C. ch. 40-22 through 40-24.

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 Wastewater Treatment Improvement Warrant, Series 2025, 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 authorized the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$600,000, dated the date of issuance. 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 in installments of principal, with interest at the rate of one and one-half percent (1.50%) per year (plus an administrative fee as set out in the Loan Agreement), with principal payable in installments on September 1 of each of the years 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	\$25,000	1.50%	2037	\$30,000	1.50%
2028	25,000	1.50	2038	30,000	1.50
2029	25,000	1.50	2039	30,000	1.50
2030	25,000	1.50	2040	30,000	1.50
2031	25,000	1.50	2041	30,000	1.50
2032	25,000	1.50	2042	35,000	1.50
2033	30,000	1.50	2043	35,000	1.50
2034	30,000	1.50	2044	35,000	1.50
2035	30,000	1.50	2045	35,000	1.50
2036	30,000	1.50	2046	40,000	1.50

Section 6. Interest. Interest shall be payable semiannually on each March 1 and September 1, commencing on the first such date 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. Requisitions for Payment approved by the Department shall be forwarded to the Authority for approval and funding.

Section 12. Improvement District. It is hereby found, determined and declared that the Municipality has heretofore duly created the following improvement district:

Improvement District

Sanitary Sewer Improvement District No. 72

Section 13. Improvement District Fund. There is hereby created a special fund of the Municipality for the improvement district (the "Improvement District Fund") hereinbefore designated, which fund shall be held and administered by the Auditor apart from all other funds of the Municipality and shall be continued and maintained as herein directed until all warrants issued thereon shall have been fully paid with interest. In such fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively (the "Accounts").

Section 14. Construction Account. A Construction Account is established in the Improvement District Fund. There shall be deposited to the credit of such account the proceeds of the Municipal Securities, except the accrued interest, if any.

As proceeds are needed for Project costs, including interest coming due during construction, 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.

If upon completion of the improvements of the Project, approval by the Engineer of the Municipality, and payment of all claims and expenses in respect to the Project, there shall remain any unexpended balance in the Construction Account, such balance shall be transferred to the Principal and Interest Account and handled and accounted for in the same manner as other moneys in that Account.

Section 15. Principal and Interest Account. There shall be credited to the Principal and Interest Account the accrued interest on the warrant drawn on said fund from the date of the warrant to the date of delivery thereof to the Authority, the entire amount of special assessments, and any taxes, to be levied with respect to that improvement as herein agreed, certain utility revenues, and any balance remaining in the Construction Account after completion of said improvement (the "Available Revenues"). The Principal and Interest 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. The Municipality shall make the following deposits into the Principal and Interest Account:

- (a) On the first day of each month, commencing six months prior to the first payment of interest on and/or principal of the Municipal Securities, Available 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 Principal and Interest Account. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the Municipality shall deposit into the Principal and Interest Account from the Available Revenues an amount sufficient to permit all interest due on the Municipal Securities to be paid on the date due.
- (b) On the first day of each month, commencing 12 months prior to the first payment of interest on and/or principal of the Municipal Securities, Available 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 Principal and Interest Account from the Available Revenues an amount sufficient to permit all principal due on the Municipal Securities to be paid on the date due.

Deposits required to be made pursuant to Sections 15(a) and 15(b) above are cumulative, and if the Available Revenues are not sufficient to credit the amount required in any month, the

deficiency shall be met from funds on deposit in the Principal and Interest Account. The moneys and investments in the Principal and Interest 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.

Notwithstanding the foregoing, in the event the first payment of interest on the Municipal Securities occurs less than six months from the date of closing and delivery of the Municipal Securities to the Authority (the “Closing Date”) or the first payment of principal installments on the Municipal Securities occurs less than 12 months from the Closing Date, the deposits provided for in paragraphs (a) and (b) of this section shall be adjusted accordingly, so that the amount necessary to make the first payments of interest on and principal of the Municipal Securities is on deposit in the Principal and Interest Account at least one month prior to the date such payment or payments is required to be made.

Section 16. Reserve Account. A separate Reserve Account will not be established within the Improvement District Fund.

Section 17. Levy of Assessments. With respect to the district, the Municipality covenants and agrees with all holders of warrants on the fund of the district that it will do and perform as soon as may be possible, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the district benefitted by the improvements, in an aggregate amount equal to the total cost of the improvement to the Municipality, except any portion, not exceeding one-fifth of the cost of the improvement and not exceeding any applicable constitutional or statutory debt limit, as the Municipality may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. In the event that the assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Municipality or by the governing body or by any officers or employees, either in the making of the assessment or in the performance of any condition precedent thereto, the Municipality and this governing body covenant and agree that they will forthwith do all such further acts and take all such further proceedings as may be required by law to make such assessment a valid and binding lien upon such lot or tract; provided, however, that if all special assessments and taxes collected are insufficient to pay principal or interest then due on the Municipal Securities, the Municipality covenants to take action pursuant to Section 18. The installments of special assessments from time to time remaining unpaid shall bear interest at the rate of 3.00% per annum and the special assessments shall be levied in equal annual installments as set out below:

<u>District Designation</u>	<u>Principal Amount</u>	<u>Amounts and Years of Payment</u>
Sanitary Sewer Improvement District No. 72	\$600,000	\$30,000 in Each of the years 2027-2046

Section 18. Deficiency. With respect to the Improvement District Fund, the Municipality hereby recognizes its obligation with respect to the warrant drawn against said Improvement District Fund, as set forth in Section 40-26-08, North Dakota Century Code, as amended, that whenever all special assessments and taxes, if any, theretofore collected for said improvement are insufficient to pay principal of or interest then due on said improvement warrant, this governing body shall thereupon levy a tax upon all taxable property in the corporate limits of the Municipality for the payment of such deficiency; provided, that if said improvement warrant has been exchanged for Refunding Improvement Bonds pursuant to the provisions of Chapter 40-27, North Dakota Century Code, such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on the Refunding Improvement Bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the Municipality and this governing body under the provisions of said Section 40-26-08, as amended, to levy a general tax in anticipation of a deficiency considered likely to occur in said Improvement District Fund within one year, and it is hereby declared to be the policy of the Municipality that the governing body will annually review the current requirements and resources of said Improvement District Fund, at the time of the preparation of and hearing on the budget, in accordance with the provisions of Chapter 40-40, North Dakota Century Code, to the end that provisions may be made in each annual budget for any deficiency in the Principal and Interest Account of said Improvement District Fund which is deemed likely to occur within the then next succeeding year. Any taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account.

Section 19. 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.

Section 20. 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 this Loan without any further action.

Section 21. 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 22. 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 23. 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 November 4, 2025.

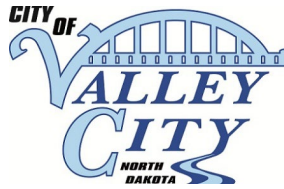
CITY OF VALLEY CITY

BY: \_\_\_\_\_  
President of the Board of City  
Commissioners

ATTEST:

\_\_\_\_\_  
Auditor

City Attorney  
220 3<sup>rd</sup> 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: October 23, 2025  
RE: Policy manual change request

The purpose of the following changes is to maintain consistency with state and federal definitions of eligible family member, and to correct a discrepancy in the donated sick leave policy.

### **2.15 SICK LEAVE DONATION**

When approved by the City Administrator, employees are authorized to donate accrued sick time to other qualified employees who have suffered an unplanned, non-work related personal illness, disability or quarantine, and whose accumulated annual leave is depleted and sick leave balance is no greater than 16 hours.

To be eligible to receive donations, employees must be permanent full-time or permanent part-time employees who are not in their new hire introductory period and shall be on FMLA status, unless otherwise provided below if applicable.

Any City employee may donate sick time to eligible employees up to a maximum donation of eighty (80) hours per employee. The sick leave of the donating employee may not fall below eighty (80) hours after the donation is made. Donators must complete the Sick Leave Donation form and return it to the Auditor's Office before any transfer of sick leave hours.

An employee may not continue on paid leave using donated sick leave in excess of ~~1,000~~480 hours (after the end of the employee's FMLA eligibility) without the approval of the City Administrator, after consultation with the portfolio holder.

Donated and expended sick hours will be calculated on an hour for hour basis. Hours will not be converted to a dollar value.

Donated leave shall be used as follows: During each pay period an employee who has received donated leave, prior to using said donated leave, must use all of the employee's accrued annual leave and all accrued sick leave in excess of 16 hours, excluding sick and annual leave that accrued during the current pay period if applicable. In the event that multiple employees have donated sick leave, the donating employees' sick leave balances will be reduced as equally as possible in proportion to the number of hours donated.

A donation of sick leave is effective for six months, after which time, the employee receiving donated sick leave must re-apply and receive approval from the City Administrator. Hours previously donated do not carry forward.

## **2.20 FUNERAL LEAVE**

When a death occurs in the immediate family of an employee, the employee will be excused for up to three normally scheduled workdays. Funeral leave may be taken immediately following the date of death, or at a later date if taken in conjunction with funeral and/or interment services that the employee has attended, or a combination of both. Pay shall be received for scheduled days of work for which the employee is excused. The employee's pay is based on the employee's base rate of pay. Funeral leave will not be charged to sick or annual leave. At the discretion of the Department Head, after consultation with the City Administrator, an employee may use up to two days of sick leave in addition to the Funeral Leave immediately following the funeral of the employee's spouse, domestic partner or child(ren). These days will reduce the sick Leave balance of the employee.

For purposes of this section of the personnel policy, the immediate family of an employee is defined as follows: husband, wife, domestic partner, son, daughter, father, mother, stepparents, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, grandparents-in-law, foster parents, ~~and~~ foster children, and stepchildren of the employee. A legal adoptive relationship is equal to a blood relationship.

Annual leave must be used for all other funerals.

## **7.4 NEPOTISM POLICY**

The City of Valley City does not restrict employment of more than one member of a family or persons related by law or marriage. In order to avoid actual conflicts of interest or personal conflicts from outside the workplace, no City employee may take part in decisions to hire, retain, promote, or determine salary of their immediate family. In addition, no City employee shall be under the direct or indirect supervision of an immediate family member, and no City employee in a permanent position may work in the same department as an immediate family member. Should an existing employee become a relative of another employee, through marriage, after employment with the City, the employment relationship will be allowed to continue until such time as one of the employees terminates employment with the City.

For purposes of this section of the personnel policy, the immediate family of an employee is defined as follows: husband, wife, domestic partner, son, daughter, father, mother, stepparents, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, foster parents, foster children, stepchildren, aunt, uncle, niece, or nephew, of the employee. A legal adoptive relationship is equal to a blood relationship.