

SPECIAL CITY COMMISSION MEETING

VALLEY CITY, NORTH DAKOTA

Friday, February 14, 2025
12:00 PM

The City Commission Meeting will begin on Friday, February 14, 2025 at 12:00 PM CT, at City Commission Chambers, 254 2nd Avenue NE, Valley City, ND.

Members of the public may view the meeting online <https://us06web.zoom.us/j/85085364313> or listen by calling (1 346 248 7799) Webinar ID: 850 8536 4313

| Board of City Commissioners | Role | Department Supervisor | Role |
|------------------------------------|--------------|------------------------------|-------------------------|
| Member | | | |
| Dave Carlsrud | President | Gwen Crawford | City Administrator |
| Michael Bishop | Commissioner | Carl Martineck | City Attorney |
| Duane Magnuson | Commissioner | Brenda Klein | Finance Director |
| Jeff Erickson | Commissioner | Brandy Johnson | Deputy Auditor |
| Dick Gulmon | Commissioner | Tina Current | City Assessor |
| | | Gary Jacobson | Public Works Accountant |
| | | Scott Magnuson | Fire Chief |
| | | Nick Horner | Police Chief |
| | | KLJ/Moore | City Engineers |

CALL TO ORDER

ROLL CALL

NEW BUSINESS

- Approve Second and Final Reading of Ordinance 1168, an ordinance to amend and reenact subsection 1 of section 4-01-03 of the Valley City Municipal Code related to new alcoholic beverage license for private golf courses. (City Attorney Martineck)** Page 3

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

PUBLIC HEARING 1

- Open Public Hearing Regarding Application for Alcoholic Beverage License for North 9 Bar & Grille.** Page 4

Motion to Close Hearing.

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

- Approve Application for Alcoholic Beverage License for North 9 Bar & Grille.**

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

PUBLIC HEARING 2

1. Open Public Hearing Regarding Application for Alcoholic Beverage License for Texkota, LLC.

Page 30

Motion to Close Hearing.

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

2. Approve Application for Alcoholic Beverage License for Texkota, LLC.

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

ADJOURN

ORDINANCE NO. 116~~87~~

An ordinance to amend and reenact subsection 1 of section 4-01-03 of the Valley City Municipal Code related to new alcoholic beverage license for private golf courses.

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

Section 1. Amendment. Section 7-03-05.1 of the Valley City Municipal Code is amended and reenacted as follows:

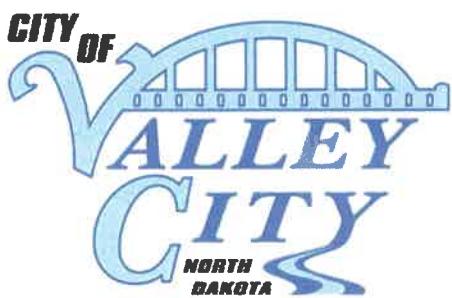
Private golf course.

- a. The private golf course license shall be for the on-sale of liquor, beer, and wine by an operator of the food and beverage concession at a golf course that is operated by any person other than the City of Valley City or the city park district.
- b. Premises. A licensee shall be allowed to serve alcoholic beverages only in areas which are specifically identified as the licensed premises. This shall not include the parking lot or the golf course itself, except
 1. The licensed premises shall extend to allow service of alcoholic beverages on the golf course from one remote location or one mobile cart, if permitted by the operator of the golf course. No additional license is required for the sale of alcoholic beverages from a location or cart permitted under this provision.
- c. Restrictions.
 1. The licensee shall operate a restaurant on the licensee's licensed premises and shall have, on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages which are consumed in the dining area. The City shall verify compliance with this provision in the same manner as described in section 4-01-03(2)(b).
 2. The private golf course license is not transferable and may be held only by the operator of the private golf course concession and shall terminate with the termination of the contract or lease of the concession.
 3. Off-sale is prohibited. An alcoholic beverage may be removed from the licensed premises only if
 - i. Removal of on-sale beverages from the licensed premises is authorized under state law; or
 - ii. An alcoholic beverage that is purchased for on-sale consumption on the golf course is sealed (or resealed) in its original can or bottle at the time of removal. A bottle or can that cannot be resealed must not be removed from the premises.
- d. The licensee may be approved for a special event permit under section 4-01-24.

Section 2. Any ordinances of the City of Valley City which are in conflict with this ordinance are hereby repealed.

Section 3. Should any part of this ordinance be declared unconstitutional or invalid, the remaining portion thereof will remain in full force and effect.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its final passage



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

FOR PERIOD: Beginning July 1st, 2024 – June 30, 2025

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: North 9 Bar & Grille
Owner of Premises: Brian Gullickson
Ownership Contact: Brian Gullickson
Mailing Address: PO Box 196
City, State, Zip Code: Kathryn ND 58049
Phone Number: 218-443-2169
Email Address: briangullickson@gmail.com

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

None

Resident Manager: Brian Gullickson
May be the licensee/owner if permitted under VCMC 4-01-01(20) and 4-01-05(2)(a).
Mailing Address: PO Box 196
City, State, Zip Code: Kathryn ND 58049
Phone Number: 218-443-2169
Email Address: briangullickson@gmail.com

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

Cabaret Licenses sold separately.

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

¹**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 checked="" type="checkbox"/> Yes | <input 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 type="checkbox"/> Yes | <input checked="" 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 type="checkbox"/> Yes | <input checked="" 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 type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| * If yes, attach separate sheet with explanation. | | |

Business Opening Date (new applicants): ASAP Tentative date Feb 15th, 2025

Proposed Operating Hours: 7am - 10pm M-Thurs 7am - 1am Fri/Sat.

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 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. | | |
| 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 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 checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| * If yes, attach separate sheet with explanation. | | |
| <u>Bardining area</u> | | |
| <u>Seating in dining room</u> | | |

Class A License Applicants Only:

| | | |
|---|------------------------------|--|
| 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: | | |
| 2. Number of days the restaurant will be open each week: | | |
| 3. Number of parking spaces available to restaurant: | | |
| 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 type="checkbox"/> Yes | <input checked="" 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 area 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 type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Will purchases of alcoholic beverages be made only in the area licensed? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Will 70% of the annual gross sales be from goods and services other than alcohol? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Will the business have regular operating hours? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Will alcohol be sold only during regular operating hours? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Will the licensed portion of the premises have 25 or fewer seats? | <input 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 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 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 type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Will the licensee ensure that there is no permanent bar with seating? | <input 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 checked="" type="checkbox"/> Yes | <input 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 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 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 |

| | | |
|---|---|-----------------------------|
| 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 *TBD*
- 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: 937.50 (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: 234.38 (license fee x .25; applies to new, transfer and relocation applications)

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

LATE FEE: NA

CL# 1006

1-28-2025

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

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

CERTIFICATION

I, Brian Gullickson 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 28th day of Jan, 2025.

Brian Gullickson
Title:

For City Use Only

Reviewed by Auditor's Office:

✓ Property tax not delinquent. Parcel # 63-3020

✓ Server training list

NA Transfer Application, if applicable

✓ Owner's statement, if applicable

✓ CPA statement or copy of sales tax returns, if applicable

NA Explanation of lease or contract for deed, if applicable *60 days lease - Purchase 4-2-25*

NA Explanation of criminal convictions, if applicable

NA Letter of support from church or synagogue, if applicable

✓ Floor plan form, if applicable

✓ Fees paid

✓ Public hearing scheduled

✓ Notice published at least 10 days prior to hearing (new license or relocation)

Application deemed complete

Judi Hintz
Signature

1-30-25

Reviewed by Police Department:

P Server training in good order
P Application in good order

Recommendation: Approve // Deny // Administrative Hearing

Recommendation: Approve / Deny / Administrative Review
 01/29/25
Signature Date

Reviewed by Fire Department:

Safety inspection complete

Recommendation: Approve // Deny // Administrative Hearing

John Wm 01 29 25

Reviewed by Commission

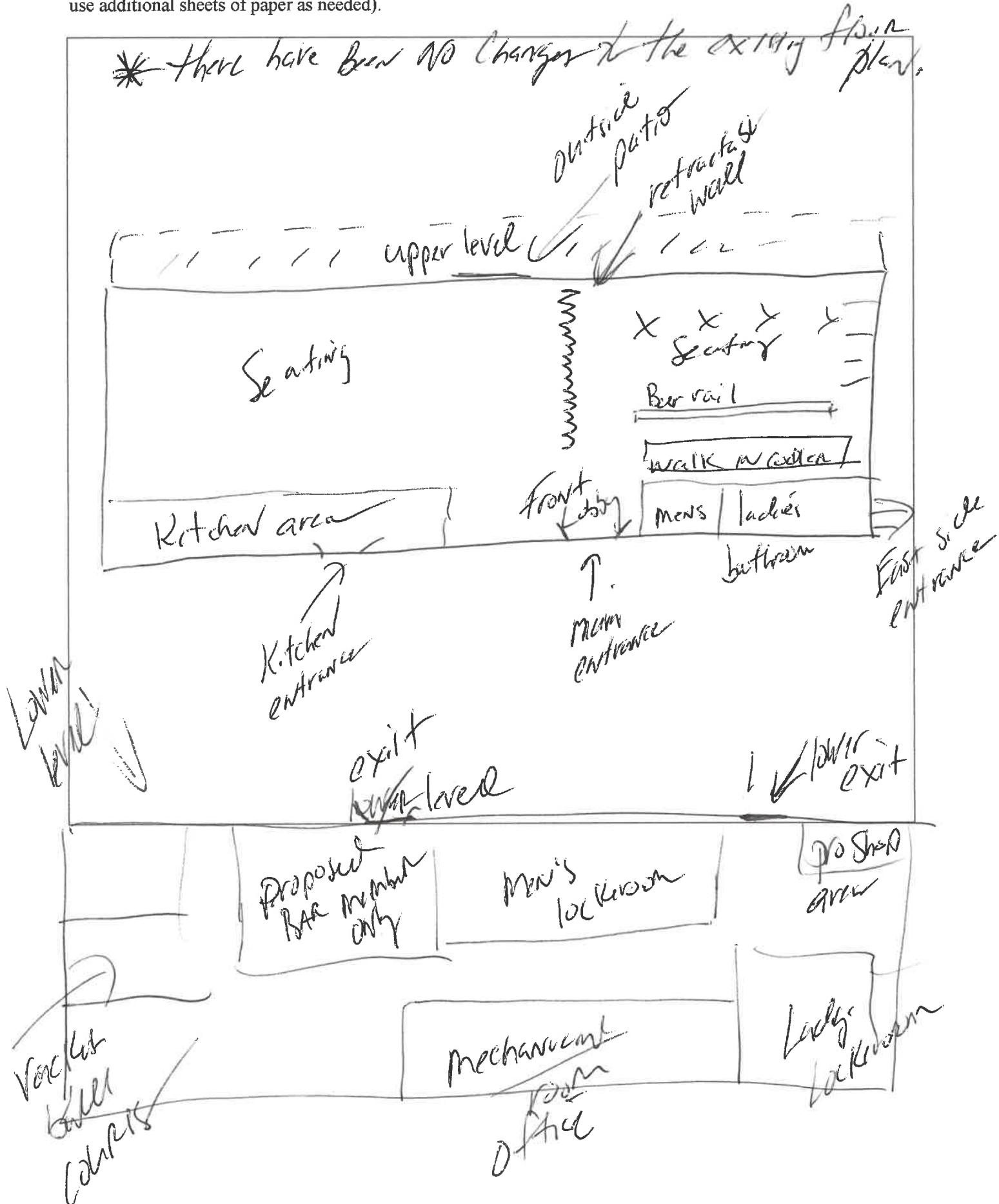
Approved Denied Date of Final Action _____

Alcoholic Beverage Floor Plan

Name of Business: North 9 Bar & Grille
Name of Person submitting Floor Plan: Brian Gillikson

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).



Provisions for licensed premises that allow individuals under 21 years

of age to enter and remain in establishment.

ALL LICENSES - Initial & Date



1/28/25
Any person under 21 years of age may enter and remain in a licensed premises for a **designated alcohol-free event** in any licensed premises or in a separate room within the licensed premises where the licensee has determined not to sell or permit consumption or possession of alcoholic beverages on that licensed premises or within the designated separate room within the licensed premises during a specified time period provided the licensee complies with the requirements of this subdivision.

- a. The licensee shall give written notice of the event to the chief of police. The notice shall define what security measures within the licensed premises will be taken to prevent the consumption of alcoholic beverages by individuals under 21 years of age, and shall provide any additional information requested by the chief of police to ensure compliance.
- b. When required by the Chief of Police, security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order.
- c. The licensee shall post conspicuously at all entrances to the event a notice stating the sale, possession or consumption of alcoholic beverages will not be permitted during the event and individuals under the age of 21 are not permitted into any area where of the licensed premises where alcoholic beverages are sold, consumed or possessed.
- d. During the alcohol-free event, the licensee shall remove from public view and secure all containers of alcoholic beverages as well as de-activate any device used to dispense alcohol.
- e. The licensee shall have all patrons regardless of age removed from the event following the completion of the event and not reopen the licensed premise or the separate room thereof for the sale, possession or consumption of alcohol until one hour after the completion of the alcohol-free event.

RESTAURANTS - Initial & Date



I. At the discretion of the owner of the licensed premises, an individual under 21 years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the restaurant designated for the opening or mixing of alcohol if the individual:

- a. Is accompanied by a parent or guardian;
- b. Is not seated at or within three feet [0.91 meters] of the bar counter; and
- c. Does not enter or remain in the designated area after 10:00 p.m.



II. An individual under 21 years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are sold if the individual is employed by the restaurant as a food waiter, food waitress, busboy, busgirl, musician, disc jockey, or entertainer, or performing duties related thereto, under the direct supervision of an individual 21 years of age or older and is not engaged in the sale, dispensing, delivery, or consumption of alcoholic beverages.



III. An individual under 21 years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are sold if the restaurant is separated from the designated area in which alcoholic beverages are opened or mixed and gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area. **If this section applies you must submit a certification by the individual that records the financial transactions for the restaurant that the restaurant derives 50 percent or more of its revenue from the sale of food.**

BREWER TAPROOM - Initial & Date



At the discretion of the holder of a Class H license issued under this chapter, an individual under 21 years of age may be permitted to enter and remain in such licensed premises if:

- a. The licensed premises is connected to or contracts with an establishment, including a mobile food unit (as defined by N.D.C.C. § 5-02-06), at which food is prepared and available for purchase to be consumed in the licensed premises and which is connected to or located at the licensed premises and receives the majority of its gross sales from the sale of food; and
- b. The individual:
 - i. Is accompanied by the individual's parent or guardian;
 - ii. Is not seated at or within three feet [0.91 meters] of the bar counter; and
 - iii. Does not enter or remain in the licensed premises after 10:00 p.m. or during any time that food is not available for consumption as provided in subdivision a. of subsection 4.

PRIVATE EVENT OR ENTERTAINMENT CENTER - Initial & Date



1. If any person engages the venue for a public event to which admission is open to the general public and may be gained with or without payment of a fee or an event which is advertised to the general public:
 - a. The licensee shall give written notice of the event to the chief of police. The notice shall define what security measures within the licensed premises will be taken to prevent the consumption of alcoholic beverages by individuals under 21 years of age, and shall provide any additional information requested by the chief of police to ensure compliance.
 - b. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order.
 - c. The licensee shall post conspicuously at all entrances to the event a notice stating the sale, possession or consumption of alcoholic beverages will not be permitted by individuals under the age of 21.
2. If any person engages the venue for a private event which is not open to the general public to which access is granted to invited guests only, for which no admission fee is paid, and for which no advertising was conducted to the general public:
 - a. The licensee maintains the responsibility to comply with section 4-01-15(1).
 - b. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order.
 - c. The licensee shall post conspicuously at all entrances to the event a notice stating the sale, possession or consumption of alcoholic beverages will not be permitted by individuals under the age of 21.

RETAIL BUSINESS - Initial & Date



An individual under 21 years of age may be permitted to enter and remain in a retail business where alcoholic beverages are sold if the licensed must be 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.

Other provisions related to gross revenue ratio of goods and/or services to alcoholic beverages. - Initial & Date



At the time of a new application and renewal, a **Class I** licensee must submit a certification by the individual that records the financial transactions for the business that the business derives 60 percent or more of its revenue from the sale of tickets, food, and/or rent.



At the time of a new application and renewal, a **Class E** licensee must submit a certification by the individual that records the financial transactions for the business that the business derives 70 percent or more of its revenue from the sale of goods and/or services other than alcoholic beverages.

Judi Hintz

From: Carl Martineck
Sent: Tuesday, January 28, 2025 2:32 PM
To: Judi Hintz
Subject: FW: [EXTERNAL] Owners statement

From: Brian Gullickson <briangullickson@gmail.com>
Sent: Monday, January 27, 2025 10:20 PM
To: Judi Hintz <jhintz@valleycity.us>; Carl Martineck <cmartineck@valleycity.us>
Subject: [EXTERNAL] Owners statement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

My name is Brian Gullickson, please accept this message as my statement.

I'm very excited to bring a Full scale Restaurant, Entertainment and Bar facility to Valley City.

I have been hearing that Valley needs a venue to offer Entertainment options, a restaurant that will be open 7 days a week, starting with a Homemade breakfast and lunch options along with a dinner menu second to none, Plus weekly specials.

I currently own and operate three other bar/ Restaurants in the region;

Kathryn, Enderlin and Buffalo and these communities are super excited having great food, great service and great prices along with Entertainment for all ages.

We plan on bringing companies and organizations to Valley City for golfing, meetings and private events.

Our goal is to provide an atmosphere for all ages, Entertainment for all ages and offer excellent food choices with best prices around.

My parents moved to Valley City in 1970's. I attended Jefferson Elementary thru grade 2, then moved to West Fargo.

Please call or email with any questions. I will drop off the remaining parts of the application Tomorrow, Tuesday January 28th.

Respectfully submitted,

Brian Gullickson
218-443-2169

Judi Hintz

From: Brian Gullickson <briangullickson@gmail.com>
Sent: Tuesday, January 28, 2025 12:09 PM
To: Judi Hintz
Subject: [EXTERNAL] Fwd: Employees Server Training

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Judi,

Good Afternoon..

Please see email below with employee names currently working at the Country Club and who are server certified. I'm in Kathryn now, working on a few things and I will be coming up to Valley after lunch.

Thank you.

----- Forwarded message -----

From: Valley City Country Club <vctccmanager@gmail.com>
Date: Tue, Jan 28, 2025, 11:36 AM
Subject: Employees Server Training
To: briangullickson@gmail.com <briangullickson@gmail.com>

Jodie Miller - Yes 344015
Sara Nickerson - Yes 308852
Molly Haugen - Yes 343612
Jody Pfaff - Yes 320416
Denise Orthman - Yes 348072
Diana Schmidt - Yes 343550

*All our on my
RBS list w/
active certificates*

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VALLEY CITY
TOWN & COUNTRY CLUB
500 12th Ave NE
Valley City, ND 58072
P. 701-845-4626
[Like us on Facebook](#)

Tom Murch, CPA, PSC
Certified Public Accountants
Professional Service Corporation

PO Box 418
Eagle Bend, MN 56446
(218) 738-1040
Fax (218) 738-6892

January 30, 2025

To whom it may concern,

Brian Gullickson will be operating a restaurant, named North 9 Bar & Grille, he anticipates that the gross receipts of the restaurant will be 50% or more from food sales.

Sincerely,



Tom Murch, CPA

January 30, 2025

Dear City of Valley City:

The Valley City Town & Country Club authorizes North 9 Bar and Grille to sell alcoholic beverages on our golf course.

If you have any additional questions and need anything else, please let me know.

Sincerely

A handwritten signature in black ink, appearing to read "Tom Glandt". The signature is fluid and cursive, with a large, stylized 'G' at the beginning.

Tom Glandt
Board President
Valley City Town & Country Club

LEASE AGREEMENT

This Lease Agreement ("Lease") is made this 31st day of January, 2025 (the "Effective Date") by and between Town & Country Club, Inc. ("Landlord") with a mailing address of 500 12th Ave NE and North 9 Bar & Grille LLC ("Tenant") with a mailing address of 409 18th St. S. 500. 5110 MN.

WITNESSETH:

In consideration of the mutual covenants and agreements given and exchanged hereunder, the Parties hereto declare, covenant, and agree as follows:

1. **PREMISES:** Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord for the Term the building, premises, and all restaurant related furniture, fixtures, and equipment ("FFE") located at Barnes County Parcel Number 63-3020851, AKA 500 12th Ave. N., Valley City, ND 58072, (cumulatively the building, premises, and FFE are the "Leased Premises"), with the exception of the premises and equipment identified on Exhibit A (the "Excluded Premises").
2. **TERM:** The term of this Lease Agreement (the "Term") shall begin on the Effective Date and shall end on the last day of the month that is six months after the Rent Commencement Date.
3. **RENT COMMENCEMENT DATE:** The Rent Commencement Date is the date on which Tenant shall begin paying Base Rent. The Rent Commencement Date shall be the earlier of Feb 1st, or the date Feb 1st () days after Tenant opens for business.
4. **BASE RENT:** The Base Rent shall be \$1,500.00 per month on a triple net and fully carefree basis. Notwithstanding that Landlord is excepting the Excluded Premises from this Lease, Tenant agrees to cover 100% of all triple net expenses during the duration of this Lease except as provided herein. Rent payments shall be made payable to Landlord at the address set forth above or such other address and Landlord may designate from time to time.
5. **SECURITY DEPOSIT:** Tenant shall pay Landlord at the time of execution of this Lease a security deposit in the amount of \$ 1,500. No interest shall accrue on the security deposit.
6. **CONDITION OF LEASED PREMISES:** Tenant shall accept the Leased Premises AS IS in the condition thereof at the beginning of the Term of this Lease. At the end of the Term, the Leased Premises shall be surrendered to Landlord in as good condition as at the beginning of the Term, ordinary wear and tear excepted.

7. **FIRST OPTION TO PURCHASE:** In consideration of \$25,000.00 ("Option Consideration") to be paid upon execution of this Lease, Tenant shall have the option to purchase the Lease Premises, including the Excluded Premises, but excluding Landlord's personal property, under the terms and conditions of the Option Agreement attached as Exhibit A (the "Purchase Option"). The Option Consideration shall be non-refundable unless Landlord is unable to convey marketable title upon Closing. The Option Consideration shall, however, be credited towards the Purchase Price at Closing. In addition, fifty percent of any Base Rent paid by Tenant under this Lease shall be applied to the Purchase Price.
8. **LATE FEES:** If any installment of Base Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee at the place designated by Landlord for payment within three (3) days after the same is due then Tenant shall be required to pay Landlord a late charge of five percent (5%) of such overdue amount.
9. **TAXES:** Tenant shall timely pay when due all real property taxes and installments of assessments (including special assessments) which may be levied or assessed by any lawful taxing authority against the Leased Premises.
10. **USE:** The Leased Premises shall be used solely for the operation of a bar and restaurant.
11. **UTILITIES AND SERVICES:** Tenant shall be responsible to pay for all utilities used on the Leased Premises (as well as the Excluded Premises), including but not limited to water, gas, sewer, electricity, telephone services, internet, and other utilities used at the Leased Premises, including hookup or start-up fees and water and sewer connection fees or charges. Tenant shall, at its sole cost and expense, be responsible for the payment of all garbage collection from the Leased Premises and Excluded Premises. Tenant shall be responsible for janitorial services for the Leased Premises and Excluded Premises. If Landlord decides to maintain any golf course operations out of the Excluded Premises, Landlord will be responsible for the cost of its internet and telephone services, which may be shared with Tenant's. In the event that Tenant does not close on its purchase of the Leased Premises prior to golf course operations beginning in the spring, the parties agree to make appropriate arrangements so as to allow golf course operations to be undertaken as they are presently being operated with the parties to agree on a equitable sharing of costs.
12. **MAINTENANCE AND REPAIRS:** Tenant shall maintain in good condition and repair at its sole cost and expense the foundation, structure, roof, parking lot and exterior walls. In addition, Tenant shall pay for annual maintenance and repair bills to the HVAC system and pay for the replacement of the HVAC system if necessary. Tenant shall pay for landscaping and snow moving and removal expenses. Tenant shall be responsible for all other repairs and necessary maintenance (including, without limitation, the repair of all plate glass and maintenance, repair, and replacement of FFE) to keep the premises in good condition (normal wear and tear and casualty loss excepted) and cleaning shall be performed by Tenant at its own cost and expense. Notwithstanding the foregoing, Landlord shall be

responsible for addressing any major structural issues that materially impact Tenant's Use and which are not the result of Tenant's failure meet its maintenance, repair, and replacement obligations.

13. **SIGNAGE:** During the Term of this Lease, Tenant shall have the right to install and maintain, at its own cost, and expense, signs advertising Tenant's business, such signage subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. All such signage shall be removed by Tenant at Tenant's expense within fifteen (15) days after termination of this Lease for any reason.
14. **GOVERNMENTAL REGULATIONS:** Tenant shall comply with and faithfully observe all of the rules, regulations, ordinances, laws and requirements of county, municipal, state, federal and other applicable governmental authorities, present or future ("Governmental Regulations") which affect the occupancy or use of, or carrying on of Tenant's business in the Leased Premises.
15. **INSURANCE:**
 - a. **Public Liability Insurance:** During the Term of this Lease, Tenant shall keep in full force and effect at its expense, a policy or policies of public liability insurance with respect to the premises and the business of Tenant, with companies licensed to do business in North Dakota. Tenant shall be adequately covered under reasonable limits of liability not less than: \$2,000,000.00 combined single limit personal injury and property damage coverage per occurrence. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord that such insurance is in effect which evidence shall state that the insurance company shall endeavor to notify Landlord in writing thirty (30) days prior to cancellation, and shall name Landlord as an additional insured.
 - b. **Fire and Water Damage Insurance:** Tenant agrees to carry public liability insurance and insurance against fire, water, and such other risks as are, from time to time, included in a standard extended coverage endorsement for the Leased Premises in amounts which at least satisfy co-insurance requirements. Landlord shall be named as an additional insured.
 - c. **Waiver of Subrogation:** The Parties hereto each mutually agree to waive any cause of action which either may have against the other or the agents of the other for damage or harm to the Leased Premises, the common areas, or the contents of either, on the Leased Premises to the extent that such damage or harm is required to be insured against casualty insurance under the terms of this Lease, whether such damage or harm is caused by the negligence or fault of either party or its agent or not; and each party hereto agrees, that, to the extent it actually obtains casualty insurance coverage, such policy shall contain a waiver of subrogation rights on the part of such insurance company as against the other party to this Lease.
16. **INDEMNITY:** Tenant agrees to indemnify and hold Landlord harmless from any loss, expense, action, claims or damages of any kind or nature arising out of Tenant's use of the property by Tenant, Tenant's employees, invitees, agents or visitors. Landlord shall not be

liable for any injury or loss on or about the property to Tenant, his employees, agents, invitees, subtenants, licensees, or concessionaires or any other damage to property caused by defect or failure of equipment, pipes, wiring, broken glass, backing up of drains or by water, gas electricity or oil leaking or by any portion of the property becoming out of repair unless such acts are caused by the negligence or willful acts of the Landlord or their employees, agents, or contractors, including, without limitation, any breach by Landlord under this Lease. Landlord shall not be liable for loss or damage that may be caused by acts or omissions of other tenants of the Leased Premises.

17. **IMPROVEMENTS:** Tenant agrees it will not alter the Leased Premises or construct any improvements in excess of \$500.00 without prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant agrees and understands all improvements or alterations which shall be made pursuant to this paragraph, with the exception of the trade fixtures, shall be deemed to be fixtures and shall, at the expiration of this Lease, become part of the realty and the property of Landlord. Landlord agrees Tenant may remove any of its trade fixtures at the expiration of the Lease. Tenant agrees to repair any damage to the Leased Premises which may be caused by the removal of signs or trade fixtures.
18. **DEFAULT:** Landlord shall give written notice to Tenant of any default under this Lease in the payment of rent or otherwise, and Tenant shall have the right for three (3) days after receipt of such notice to cure any default with respect to the payment of rent and, ten (10) days with respect to any other default. However, in the event that a default, other than the payment of rent, cannot reasonably be cured within 10 days, the Landlord's option to terminate this Lease shall not arise, as long as the Tenant promptly addresses the default and diligently pursues completion of a cure of the default. If Tenant fails to timely cure a default, Landlord may at its option terminate this Lease, re-enter, take possession of the Leased Premises and remove all persons and property therefrom (such property as may be removed may be stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant), all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. If Tenant shall, after default, voluntarily give up possession to Landlord, deliver to Landlord the keys to the Leased Premises, or both, such actions shall be deemed to be in compliance with Landlord's rights and the acceptance thereof by Landlord shall constitute a surrender of the Leased Premises. Re-entry or taking possession of the Leased Premises by Landlord shall not be construed as an election on its part to terminate this Lease. Should Landlord, at any time, terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises and reasonable attorney's fees, all of which amounts shall be immediately due and payable from Tenant to Landlord. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or other amounts due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorney's fees. Landlord shall use commercially reasonable efforts to mitigate its damages.

19. **DAMAGE TO BUILDING:** In the event of damage by fire or other casualty to the building in which the Leased Premises are located, if the damage is so extensive as to amount practically to the total destruction of the Leased Premises or of such building, this Lease shall cease, and the rent shall be apportioned to the time of the damage. In addition, either Party shall have the right to cancel this Lease by giving the other written notice of its intention so to do within thirty (30) days of the time of the damage if the damage is not repairable within 90 days after occurrence the damage or destruction. In all other cases where the Leased Premises is damaged by fire or other casualty, Landlord shall, subject to the availability of insurance proceeds, repair the damage with reasonable dispatch, and if the damage has interfered with the tenancy granted to Tenant under this Lease, a just and fair portion of the rentals and additional rentals due under this Lease will be abated until the damage has been repaired.
20. **CONDEMNATION:** In the event any part of the Leased Premises or common facilities servicing such premises is taken by public authority through the power of eminent domain, or conveyed by Landlord in lieu of an actual condemnation to any public authority, the Tenant or Landlord may, at its option, declare this Lease terminated without further obligation shall cease as of the date possession of such condemned or conveyed portion is given to public authority. If Tenant elects to remain in possession of that portion of the Leased Premises which remains after the condemnation, it is agreed that the rent shall be reduced thereafter by an amount proportionate to the actual portion of the leased premises taken or, in the event no part of the Premises is taken, but part of the common facilities is taken, the rent shall be reduced by an equitable amount to be agreed upon by the Parties. The Parties agree that each shall retain whatever portion of the condemnation award is made to either by the condemning authority and that neither shall have claim to that portion of the award made to the other.
21. **ASSIGNMENT, SUBLetting, OR OTHER DISPOSITION OF TENANT'S INTEREST:** The interests of the Tenant under this Lease may not be assigned, transferred, or otherwise encumbered, voluntarily or involuntarily, and the Leased Premises may not be sublet, in whole or in part, without the prior written consent of Landlord, which will not be unreasonably withheld, as long as the sublessee or assignee is of equal or greater creditworthiness and business experience. In no event will any assignment, transfer, sublease, or other disposition of Tenant's interest under this Lease, whether permitted hereby and whether or not occurring with the Landlord's consent, relieve Tenant (or any Guarantor(s)) of Tenant's obligations under this Lease. Landlord's right to assign this Lease is and shall remain absolute so long as such assignment is subject to the Option.
22. **HAZARDOUS SUBSTANCES:**
 - a. As used in this Section "Hazardous Substances" shall be defined as any hazardous, toxic or dangerous waste, substance (including, but not limited to, petroleum derivative substances) or material defined as such in (or for purpose of) any state, federal, or local environmental laws, regulations, decrees or ordinances or in the Comprehensive Environmental Response, Compensation and Liability Act, as

amended, or in any of the so-called state or local "Super Fund", "Super Lien" or "Cleanup Lien" laws or any other federal, state or local regulation, order or decree relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes thereto (collectively, "Environmental Law").

b. Tenant represents and warrants that, except for the substances used by Tenant in the ordinary course of its business and in accordance with its permitted uses of the premises pursuant to this Lease, and except for ordinary cleaning and other products customarily used in businesses of this type, some of which products may contain Hazardous Substances, no Hazardous Substances will be stored on the premises and no Hazardous Substances will be discharged by Tenant or anyone under its direction or control in, on or under the premises or the building of Hazardous Substances on the premises. Tenant agrees that such representations and warranties shall survive any termination of this Lease and Tenant agrees to indemnify and hold harmless the Landlord from any and all costs, expenses, claims and damages arising from Tenant's breach of any of the foregoing representations and warranties.

c. Landlord shall indemnify and hold Tenant harmless from and against all costs, expenses and damages arising out of any claim for loss or damage to property, injuries to or death of persons, any contamination of or adverse effects on the environment or any violation of any Environmental Law caused by or resulting from any Hazardous Substances or underground tanks being present at any time on or under any part of the building of which the premises are a part or any property of Landlord adjacent to or nearby the premises, provided the same do not result from Tenant's operations in the premises. Landlord agrees that such indemnification, representations and warranties shall survive any termination of this Lease and Landlord agrees to indemnify and hold harmless the Tenant from any and all costs, expenses, claims and damages arising from Landlord's breach of any of the foregoing representations and warranties.

23. **HOLDING OVER:** Any holding over of the Leased Premises after the expiration or other termination of this Lease or any renewal or extension thereof shall operate and be construed as a tenancy from month to month at 150% of the monthly rental rate that applied to the last preceding month and subject to all the other terms and conditions herein provided, and in no event shall the tenancy be deemed to be one from year to year or longer period. However, nothing contained herein shall be construed as consent by Landlord to the holding over of the Leased Premises by Tenant.
24. **FINANCIAL INFORMATION:** The Tenant, its owners, and any Guarantors shall supply full information to Landlord upon request, together with such authorization to release financial information as the Landlord may reasonably require.
25. **NOTICES:** For purposes of this Lease, it is agreed that any notices that are required to be given by the terms hereof shall be given by mail, certified with a return receipt requested, sent to the addresses set forth above or such other addresses as the Parties may provide to each other in the future.

26. **SUCCESSORS:** The conditions, covenants, and agreements in the foregoing Lease agreement to be kept and performed by the Parties hereto shall be binding upon said Parties, their heirs, executors, administrators, successors, and assigns.
27. **SEVERABILITY:** If any one or more of the terms of this Lease are deemed to be invalid or unenforceable by a court of law, the validity, enforceability, and legality of the remaining provisions will not, in any way, be affected or impaired thereby; and, notwithstanding the foregoing, all provisions of this Lease shall be enforced to the extent that is reasonable.
28. **WAIVER:** The waiver by any party of any breach of this Lease, whether in a single instance or repeatedly, shall not be construed as a waiver of any rights under this Lease against similar or additional instances.
29. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of North Dakota.
30. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties, and each party understands there are no other oral understandings or agreements other than those set out herein. This agreement cannot be added to, altered, or amended in any way except by a written agreement signed by both of the parties hereto.
31. **CHARITABLE GAMING:** The parties agree that Tenant shall maintain the month to month lease that Landlord has with the Valley City Hockey and Figure Skating Club and shall be entitled to maintain the proceeds from the same. Tenant is working to set up a new non-profit junior golf association. The parties agree that once such is set up and properly licensed, the lease with the Vipers Hockey Association shall be terminated and a new lease with the same terms shall be put in place with the new junior golf association entity.

LANDLORD
TOWN & COUNTRY CLUB, INC.


By: Tom Glanor
Its: BOARD PRESIDENT

TENANT
NORTH 9 BAR & GRILL, LLC


By: Brian S. Gull
Its: OWNER

GUARANTY AGREEMENT

Guaranty made this 31st day of July, 2025, by Brian Gullickson ("Guarantor") to Town & Country Club, Inc. ("Landlord") for the benefit of Landlord.

SECTION ONE STATEMENT OF GUARANTY

In consideration for and as an inducement for Landlord, executing and entering into a lease with Tenant, dated effective 2/17/2025 2025, for the premises at 500 12th Ave. NE, Valley City, ND 58072, the undersigned Guarantor irrevocably and unconditionally guarantees payment when due, whether by acceleration or otherwise, of the lease, and in all schedules or leases now or hereafter entered into with Tenant and all the obligations and liabilities due and to become due to Landlord from Tenant under any lease, note or other obligation of Tenant to Landlord, together with all interest thereon and all attorney's fees, costs and expenses of collection incurred by Landlord in enforcing any such obligations and liabilities. Said guaranty is an absolute guaranty which is binding upon the Guarantor without a notice of acceptance.

SECTION TWO ACKNOWLEDGEMENT

The undersigned Guarantor agrees this guaranty is and shall be an open and continuing guaranty of payment and not collection and all obligations and liabilities to which it applies or may apply shall be conclusively presumed to have been created in reliance hereon and shall continue in full force and effect, notwithstanding any (a) change in rentals or other obligations under the lease.

The undersigned Guarantor specifically waives notice of assignment by Landlord and waives notices of any such changes, renewals, modifications, additions, extensions or any default by Tenant.

SECTION THREE GOVERNING LAW

This instrument shall be interpreted in accordance with the law of the State of North Dakota.

SECTION FOUR OBLIGATIONS

If Guarantor is more than one person, Guarantor's obligations are joint and several and are independent of Tenant's obligations. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or Tenant, or all, or whether any other Guarantor or Tenant, or all, are joined in the action.

SECTION FIVE

DEFAULT OR TERMINATION

If Tenant defaults under the Lease, Landlord can proceed immediately against Guarantor or Tenant, or both, or Landlord can enforce against the Guarantor or Tenant, or both, any rights it has under the Lease or pursuant to applicable laws. If the Lease terminates and Landlord has any rights it can enforce against Tenant after termination, Landlord can enforce those rights against Guarantor.

SECTION SIX BINDING EFFECT

This guaranty shall bind the respective heirs, executors, administrators, successors and assigns of the undersigned Guarantor.



Brian Gullickson

EXHIBIT A
OPTION TO PURCHASE AND PURCHASE AGREEMENT

For good and valuable consideration from North 9 Bar & Grill, LLC, hereinafter referred to as Optionee, receipt of which is hereby acknowledged, Town & Country Club, Inc. hereinafter referred to as Optionor, grants to Optionee an option (the "Option") to purchase the building, real property and all FFE as described in the Lease Agreement, along with the Excluded Premises as described in the Lease (but excluding personal property belonging to Optionee which shall remain property of the Optionee) (the "Premises") situated in the City of Valley City, County of Barnes, State of North Dakota, and legally described as:

Metes & Bounds in Valley City, 22-41-2, 2.07 acres of the NE ¼. The foregoing is from the tax statement and a more detailed legal description shall be obtained by Optionor.

Commonly known by the street address 500 12th Ave. N., Valley City, ND 58072.

for a PURCHASE PRICE OF \$250,000.00, less the \$25,000.00 non-refundable Option Consideration previously paid, and less \$750.00 of each month's Base Rent paid to Landlord during the Term, upon the following TERMS and CONDITIONS:

NO LEASE DEFAULT: This Option is subject to the terms and conditions of the Lease Agreement entered into concurrently. This Option shall be null and void in the event that, at the time of attempt exercise, the Optionee is in default of any of its obligations under the Lease Agreement.

ENCUMBRANCES, EASEMENTS, SHARE USE: Optionee shall take title to the property subject to: 1) Real Estate Taxes not yet due and 2) Covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property. The amount of any assessment which is a lien shall be assumed by Optionee. The parties also agree that prior to Closing they will agree on a lease back of the Excluded Premises as identified in the Lease for 99 years, with the option for Optionor to terminate such lease back on sixty days notice, with no rent or expense other than internet and telephone for five years, and they will agree on reasonable and appropriate easements, cross-easements, access and use agreements, and the like to as to ensure that Optionor will be able to continue golf operations and to have use of common areas such as parking lots, patio areas, cart paths, practice greens, and bathrooms. Such agreements shall provide for an equitable sharing of maintenance expenses. If such has not already been transitioned, the agreement of the parties in relation to Charitable Gaming as outlined in the Lease shall be continued.

ABSTRACT OF TITLE: Upon option exercise, Optionor shall furnish Optionee with an abstract of title continued to recent date. The abstract of title must demonstrate Optionor's ability to provide marketable title, subject to liens and encumbrances of record, and any liens or encumbrances caused by Optionee.

EXAMINATION OF TITLE: Optionee shall have ten (10) business days from the date the abstracts of title are delivered, in which to secure such options of title, title insurance, or other title assurances, as it deems appropriate for its protection. Optionee shall provide Optionor with written notice of any objections to title within no fewer than ten (10) business days from delivery of the abstracts of title. If Optionor is unwilling or unable to make title marketable within thirty (30) days this Option shall be void. Alternatively, Optionee may accept such defects and Close.

CLOSE OF ESCROW: Within sixty (60) days from exercise of the option, or upon removal of any exceptions to the title by the Optionor, as provided above, whichever is later, both parties shall deposit all

funds and instruments necessary to complete the sale in accordance with the terms and conditions hereof with The Title Company located at 35 4th St. N. Fargo, ND 58102, or such other mutually agreed upon title company.

PRORATIONS: Pursuant to the Lease, Optionee as Tenant is responsible for all taxes, installments of specials and other operational costs. Rent and amounts owing under the Lease shall be prorated to the date of Closing. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Optionee.

TIME: Time is of the essence of this agreement.

EXPIRATION OF OPTION: If not exercised, this Option shall expire at the end of the Lease Term and Optionor shall be released from all obligations hereunder and all of Optionee's rights hereunder, legal or equitable, shall cease. Optionor shall retain the Option Consideration.

EXERCISE OF OPTION: The Option shall be exercised by mailing or delivering written notice to the Optionor prior to the expiration of this Option.

Notice, if mailed, shall be by UPS, Federal Express, or USPS certified mail, postage prepaid, to the Optionor at the address set forth in the Lease, and shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed. Notice, if by email with delivery receipt required, shall be deemed to be given upon the delivery date.

The intention is for Optionee to exercise the option as quickly as possible and to Close on the purchase as quickly as possible. The Lease shall terminate upon Closing.

PURCHASE AGREEMENT-AS IS: The Parties agree that this Agreement may function as a Purchase Agreement upon the Option being timely exercised. The sale of the Premises shall be as is and where is and with all faults. In the event a purchase agreement is deemed necessary it shall contain no representations or warranties by Optionor beyond Optionor's obligation to provide clear title subject to those items set forth above.

BROKERAGE FEE: No brokerage fees shall be incurred or paid in relation to this Option.

OPTIONOR
Town & Country Club, Inc.

By: Tom Glavon
Its: BOARD PRESIDENT

OPTIONEE
North 9 Bar & Grill, LLC

By: Brad S. Gullikson
Its: Owner

Town & Country Club Items to remain with sale of property:

1. Hot tub in mens locker room
2. Golf Simulator
3. All kitchen related items; appliances, wares and inventory
4. All bar related items; coolers and inventory
5. All furniture upstairs and downstairs excluding Pro Shop space

 1/31/25

 2/3/25



FIRE SAFETY CHECKLIST FOR ASSEMBLIES/LIQUOR LICENSE

OFFICE OF ATTORNEY GENERAL
NORTH DAKOTA STATE FIRE MARSHAL
SFN 16838 (12-2020)

The International Fire Code (IFC), 2018 Edition has been adopted by the North Dakota State Fire Marshal's Office as rules for the fire prevention of the State of North Dakota. Fire code violations shall be corrected immediately. Fire codes listed are not a comprehensive list and do not encompass all applicable codes. The noted code sections are commonly encountered and generally applicable to commercial buildings being used for assembly purposes.

| | | | | | | | | | | | |
|---|--|---|-------------------|-------------------------|--------|---|---------|---|--------------|---|---|
| Facility North 9 Bar & Grille | Owner/Responsible Party Name Brian Gullickson | | | | | | | | | | |
| Address 50012th Ave NE | City Valley City | State ND | ZIP Code 58072 | | | | | | | | |
| Email Address | Telephone Number 218-443-2169 | | | | | | | | | | |
| <p>The occupant load is the total number of persons that may occupy a building at any time. To calculate occupant load, determine the square footage of the concentrated use area (i.e. dance floor) and the square footage of the non-concentrated area (i.e. tables and chairs).</p> <p>Concentrated Use Area: 1392 sq ft / 7 = 198</p> <p>Non Concentrated Use Area: 976 sq ft / 15 = 65</p> | | <p>A minimum number of exits is required based on the occupant load. IFC 1006.2</p> <table border="0"> <tr> <td>Occupant Load</td> <td>Minimum Number of Exits</td> </tr> <tr> <td>50-500</td> <td>2</td> </tr> <tr> <td>501-999</td> <td>3</td> </tr> <tr> <td>1000 or more</td> <td>4</td> </tr> </table> | Occupant Load | Minimum Number of Exits | 50-500 | 2 | 501-999 | 3 | 1000 or more | 4 | <p>The exit capacity must be sufficient to accommodate the occupant load. To calculate the exit capacity, determine the total width in inches of all exits and divide by 0.2.</p> <p>Total Exit Width: 232 / 0.2 = 1160</p> |
| Occupant Load | Minimum Number of Exits | | | | | | | | | | |
| 50-500 | 2 | | | | | | | | | | |
| 501-999 | 3 | | | | | | | | | | |
| 1000 or more | 4 | | | | | | | | | | |

| | Compliant | Non-compliant |
|--|--|--------------------------|
| Means of Egress Sizing - IFC 1005 The exit capacity is equal to or greater than the occupant load, as calculated. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Number of Exits Required - IFC 1006.2 Minimum number of exits required are provided. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exit signs and Egress Lighting - IDFC 1104.3 & 1104.5 Exit signs and egress/emergency lighting are installed as required to mark and light exits, and have emergency power back-up. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exit Size and Requirements - IFC 1104.7 Exit/Egress doors are at least 28 inches in clear width, require no more than 5 lbs of force to open, and require a single action and no special knowledge or effort to open. Exits are free from any storage impeding the means of egress. If multiple exits are required, they are located separately (IFC 1007.1.1). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Minimum Aisle Width - IFC 1104.23 Corridors and aisles are a minimum of 36 inches in clear width. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Panic and Fire Exit Hardware - IFC 1010.1.10 New buildings or when a change of occupancy/use has occurred, spaces with an occupant load of 50 or more are equipped with panic hardware or fire exit hardware. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Direction of Swing - IFC 10.1.2.1 Doors swing in the direction of egress travel when serving a room or area where the occupant load is 50 or more. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fire Rated Separations - IFC 701.2 Where required, existing fire-resistance rated construction is properly maintained. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Combustible Storage - IFC 315 Combustible storage is maintained in a way that does not pose a threat of fire. Attic, under-floor, and concealed spaces used for storage of combustible materials are protected with a fire-rated barrier or fire sprinklers. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Interior Wall and Ceiling Finish in Existing buildings - IFC 803 Materials used as wall and ceiling finish are of non-combustible materials, or meet minimum flame spread criteria. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Electrical Safety - IFC 604 Electrical panels have a working space of 36 inches in front of them. Extension cords shall not be used for permanent wiring. Electrical devices are used in accordance with manufacturer's instructions and IFC. Electrical equipment and covers are properly maintained. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Heating Systems - IFC 603 To reduce likelihood of accidental ignition, combustibles and/or flammables are at least 18" away from heating systems (e.g. furnace, water heater, etc.) Heating systems and equipment are properly maintained to prevent fire and safety hazards. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fire Extinguishers - IFC 906 The structure has an approved and properly maintained fire extinguisher on each level of the building, and within 75' of any point in the building. Fire extinguisher is accessible and annual maintenance is documented appropriately. Cooking equipment involving solid fuels, or vegetable or animal oils and fats, is protected by a Class K-rated portable extinguisher (IFC 906.4). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Cooking Hood Suppression Systems - IFC 607 Where commercial cooking produces grease laden vapors that accumulate on walls or ceilings presenting a fire hazard, a type I hood ventilation system is installed and protected by a fire suppression system. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fire Alarm Systems - IFC 907.2.1 In new buildings or change of occupancy/use, a manual fire alarm system is installed in Group A occupancies where the occupant load is 300 or more. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Automatic Sprinkler Systems Group A - IFC 903.2.1 In new buildings or when a change of occupancy/use has occurred, an automatic sprinkler system is installed where the fire area: exceeds 5,000 square feet, or has an occupant load of 100 or more, or is located on a floor other than ground level. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Existing Building/License Sprinkler Requirement Group A-2 - IFC 1103.5.1 Where a State Liquor License is required and the Group A-2 Assembly has an occupant load over 300, the fire area is equipped with an automatic sprinkler system. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Completed by (Fire Authority) Scott Magnuson, Fire Chief | Contact Telephone Number or Email Address smagnuson@valleycity.us/ 7018453351 | Date 01/31/2025 |
| Remarks (reason for inspection, other violations noted, correction process, plan of correction needs, further remarks etc.) | | |

and approval.

ATTEST:

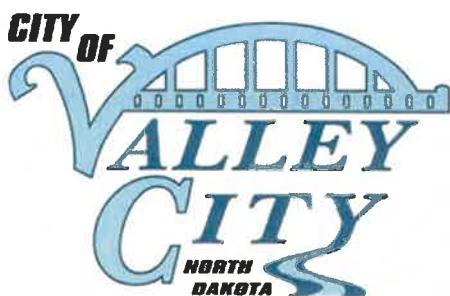
Dave Carlsrud, President of the Board of City
Commissioners, City of Valley City

Brenda Klein, Finance Director

Introduction and First Reading:

Second Reading and Final Approval:

Publication and Effective Date:



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

FOR PERIOD: Beginning July 1st, 2024 – June 30, 2025

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: Texkota LLC

Owner of Premises: Wagon Wheel Inn

Ownership Contact: Greg Burehitte Michelle Denison

Mailing Address: 455 Wintarshow Road 215 Central Ave N.

City, State, Zip Code: Valley City ND 58072

Phone Number: 701-845-5333 701-890-5118

Email Address: Econotodgevc@gmail.com shellydenison@yahoo.com

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

Michelle Denison, ND

Resident Manager: Michelle Denison

May be the licensee/owner if permitted under VCMC 4-01-01(20) and 4-01-05(2)(a).

Mailing Address: 215 Central Ave N.

City, State, Zip Code: Valley City ND 58072

Phone Number: 701-890-5118

Email Address: shellydenison18@yahoo.com

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

Cabaret Licenses sold separately.

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

¹Renewal 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 checked="" type="checkbox"/> Yes <input 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 checked="" 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 type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>* If yes, attach separate sheet with explanation.</i> |

Business Opening Date (new applicants): 02/20/25

Proposed Operating Hours: 11-11

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 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>* If yes, attach separate sheet with explanation.</i> |

Class A License Applicants Only:

| | |
|---|---|
| 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>9</u> |
| 2. Number of days the restaurant will be open each week: | <u>7</u> |
| 3. Number of parking spaces available to restaurant: | <u>30</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 |

Class E License Applicants Only

| | | |
|--|------------------------------|-----------------------------|
| 1. Zoning District: | | |
| 2. Square footage of retail establishment: | | |
| 3. Square footage of licensed area: | | |
| 4. Is the area 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 type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Will purchases of alcoholic beverages be made only in the area licensed? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Will 70% of the annual gross sales be from goods and services other than alcohol? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Will the business have regular operating hours? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Will alcohol be sold only during regular operating hours? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Will the licensed portion of the premises have 25 or fewer seats? | <input 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 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 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 type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Will the licensee ensure that there is no permanent bar with seating? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Class J License Applicants Only

| | | |
|--|------------------------------|-----------------------------|
| 1. Will licensee operate a restaurant on the premises? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Will 50% or more of annual gross receipts of the restaurant be derived from food? | <input 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 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 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 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 checked="" type="checkbox"/> Yes | <input 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 |

| | | |
|---|---|-----------------------------|
| 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.

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: 937.50 (*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: 234.38 (*license fee x .25; applies to new, transfer and relocation applications*)

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

LATE FEE: NA

Paid CK 1100 on 1-30-25

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

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

CERTIFICATION

I, Michelle Denison 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 30 day of January, 2025.

Michelle Denison
Title: Owner

For City Use Only**Reviewed by Auditor's Office:**

Property tax not delinquent. Parcel # _____
 Server training list _____
 NA Transfer Application, if applicable
 Owner's statement, if applicable
 CPA statement or copy of sales tax returns, if applicable
 Explanation of lease or contract for deed, if applicable
 NA Explanation of criminal convictions, if applicable
 NA Letter of support from church or synagogue, if applicable
 Floor plan form, if applicable
 Fees paid _____
 Public hearing scheduled _____
 Notice published at least 10 days prior to hearing (new license or relocation)

Application deemed complete _____

*Signature**Date***Reviewed by Police Department:**

Server training in good order
 Application in good order

Recommendation: Approve// Deny// Administrative Hearing

*Signature**Date***Reviewed by Fire Department:**

Safety inspection complete

Recommendation: Approve// Deny// Administrative Hearing

*Signature**Date***Reviewed by Commission** Approved Denied

Date of Final Action _____

Alcoholic Beverage Floor Plan

Name of Business: Tex Kota LLC

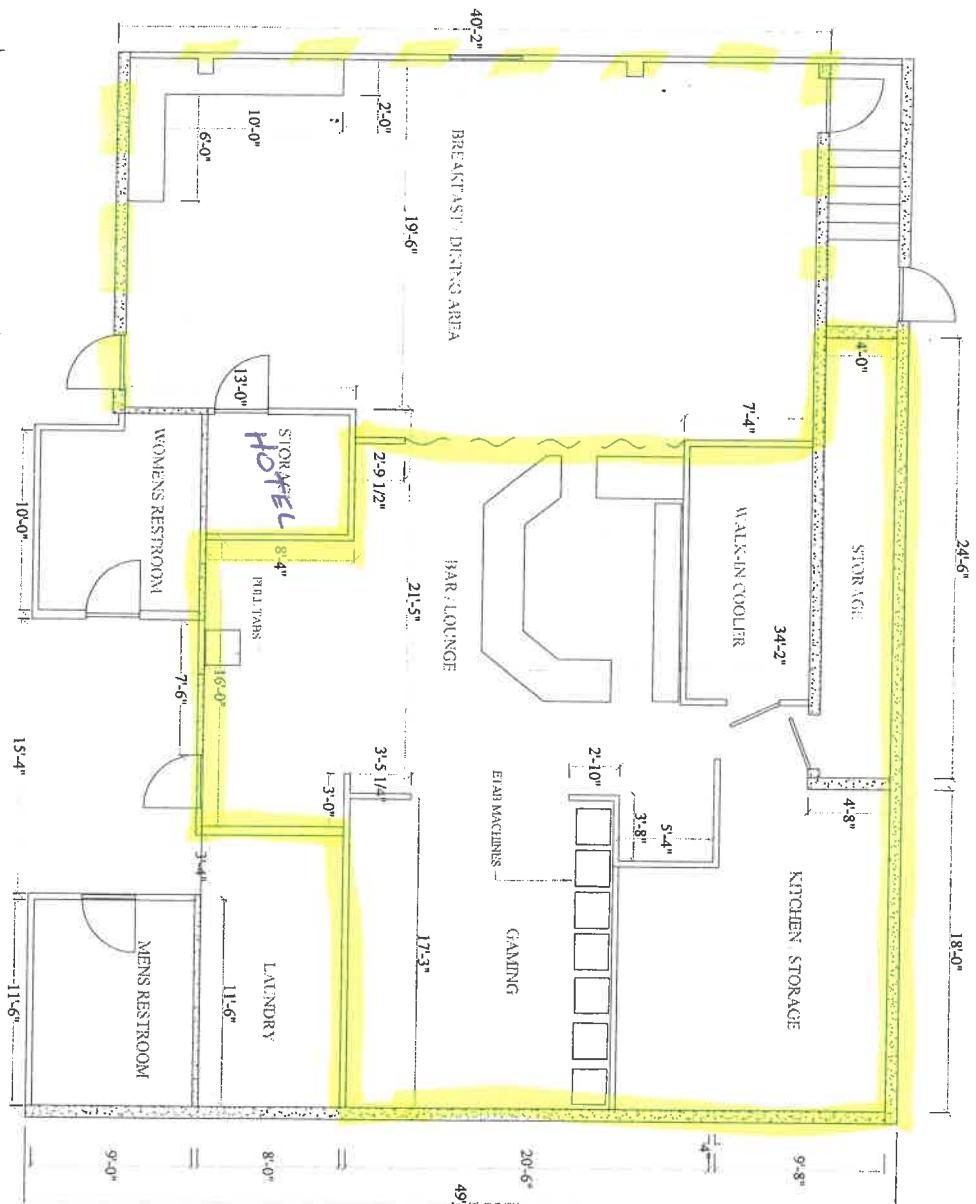
Name of Person submitting Floor Plan: Michelle Denison

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).

See attached.

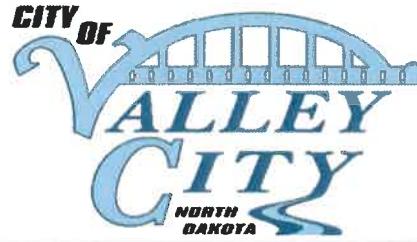
Exhibit "A"



Conference
Room

Scale = 1/32" : 1'

| |
|--|
| <p>Job Title: Tavern 94 Remodel</p> <p>Drawn By: Brandon Nadeau</p> <p>Checked By:</p> <p>Date Issued: 6/18/2024</p> |
|--|



Responsible Beverage Seller/Server Yearly Report

Business Name: Tavern 94 Due Date: _____

Please complete the below table for all Beverage Seller/Servers:

| Beverage Server Name | Hire Date | Training Date | Expiration Date | In Person | On-Line | Online Student ID# |
|----------------------|-----------|---------------|-----------------|-----------|---------|--------------------|
|----------------------|-----------|---------------|-----------------|-----------|---------|--------------------|

| | | | | | | |
|------------------------------|---------|----------|----------|--|---|----------------------|
| 1. <i>Stephanie Carlisle</i> | 9-1-23 | 12-15-23 | 12-15-24 | | X | DmbHJZHo2 |
| 2. <i>Dalton Case</i> | 6-1-24 | 11-19-24 | 11-18-28 | | X | PSCC10000 7633827 |
| 3. <i>Michelle Denison</i> | 7-1-24 | 11-18-24 | 11-18-27 | | X | 2cpWMdTS1+ |
| 4. <i>Schylar Abell</i> | 11-1-24 | 12-23-24 | 12-23-27 | | X | xdiA1adXL5 |
| 5. <i>Rebekka Meyer</i> | 12-1-24 | 12-12-24 | 12-12-27 | | X | ppPjlv35FrK |
| 6. <i>Kris Berger</i> | 12-1-24 | 12-13-24 | 12-13-24 | | X | YBaWmzTufK |
| 7. <i>James Denison</i> | 9-1-24 | 11-20-24 | 11-20-27 | | X | 7ZEib9C1jb |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |

If more lines are needed, please attach a second sheet. New hires have 60 days to complete Beverage Server Training but should still be listed above.

The above information is true and correct to the best of my knowledge.

Owner or Manager

Signature: Michelle Denison Date: 1-30-25

Return Completed Form to:
City Hall
254 2nd Ave SE
Valley City, ND 58072

Questions:
Judi Hintz – Admin Assistant
701-845-1700

11-30 Per Carl -
Need current,
from Michelle

Main Street Off-Sale
PO Box 787
Valley City, ND 58072
July 1, 2024

Provide
own
from last
couple
months

City of Valley City
City Hall
Valley City, ND 58072

Statement
from financial
Rep.

Re: Liquor License

To Whom It May Concern,

Accept this letter as our proof of food vs liquor sales associated with our business at the Tavern Ninety-four located in the Econo Lodge lobby building.

We can attest by using our quarterly sales tax reports that our sales for the entire business for the past years is as follows:

| Tax Period | Liquor Sales | Food Sales |
|--------------------------|------------------|------------------|
| 2 nd Qtr 2023 | \$44,103 | \$62,546 |
| 3 rd Qtr 2023 | \$36,915 | \$48,243 |
| 4 th Qtr 2023 | \$40,684 | \$47,685 |
| 1 st Qtr 2024 | <u>\$34,339</u> | <u>\$49,508</u> |
| TOTAL YEAR | \$156,041 | \$207,982 |

With these figures, one can see that our liquor sales are 43% and our food sales are 57% for the entire facility which includes the main bar itself.

In a general sense we know that nearly everyone that sits in the motel breakfast area (our dining room) is there to eat, and anyone under the age of 21 must remain in that area. There is no doubt that the total food sales in the breakfast area greatly exceed the 50/50 requirement.

We have no way to accurately separate the business completed in the dining area from the total business at the bar.

Respectfully:

Main Street Off-Sale, owners
Greg Burchill



John Sadek

Expenses thru 8/15

| | |
|--------------|------------|
| Sysco - 1280 | -\$21.65 |
| Sysco - 0470 | \$1,665.14 |
| Epos | \$20.00 |
| Epos | \$15.00 |
| Sysco - 4491 | \$1,240.60 |
| Sysco - 5294 | -\$44.35 |

Total paid to date \$2,874.74