



**CITY COUNCIL
MEETING AGENDA
AUGUST 11, 2025 AT 5:30 PM
HJEMKOMST CENTER AUDITORIUM - 202 1ST AVE N.**

Disclaimer: Voting requirements may be subject to changes in the law, parliamentary procedural matters, or other unforeseen issues. The City Attorney provides opinion on questions of voting requirements by the Moorhead City Code, Minnesota State Statutes, and parliamentary procedure.

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Agenda Amendments

4. Consent Agenda

All items listed with an asterisk (*) are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in accordance with the "Council Rules of Procedure". In such event, the item will be removed from the General Order of Business and considered in its normal sequence on the agenda.

5. Recognitions/Presentations

- A. MoorHeart Recognition: Ashley Anderson
- B. Swearing-In and Badge Pinning for Moorhead Police Officers
- C. Presentation: Ritchell Aboah, Engagement Director, Resource Connect

6. Approve Minutes

- A. July 28, 2025 Meeting Minutes

7. Citizens Addressing the Council (Time Reserved: 15 Minutes)

8. *Mayor and Council Appointments

9. Public Hearings (5:45 pm)

- A. Public Hearing for an Ordinance Granting a Fiber Optic Franchise to Gateway Infrastructure, LLC
- B. First Reading of Ordinance 2025-08: An Ordinance to Grant a Fiber Optic Franchise to Gateway Infrastructure, LLC

10. Community Development Department

- A. *Second Reading of Ordinance 2025-07: An Ordinance Amending the Official Zoning Map Rezoning Partridge Creek Addition from TZ: Transitional to RLD-3: Residential Low Density-3
- B. *Resolution to Approve Title & Summary of Ordinance 2025-07

- C. *Resolution to Approve Amendments to the Final Plat for Partridge Creek Addition
 - D. *Resolution to Approve Minor Subdivision - 2800 2nd Ave N - Parcel 58.206.0010
 - E. *Resolution to Approve Minor Subdivision - 4110 34th Ave S - Parcel 58.420.0010
 - F. *Resolution to Approve Minor Subdivision - 2400 38 Ave S - Parcel 58.623.0670
 - G. *Resolution to Approve Minor Subdivision - Parcels 21.032.4200 & 21.032.4202
- 11. Economic Development
 - 12. Engineering Department
 - 13. Fire Department
 - 14. Moorhead Public Service
 - 15. Parks and Recreation Department
 - 16. Police Department
 - 17. Public Works
 - 18. Administration
 - 19. Mayor and Council Reports
 - 20. City Manager Reports
 - 21. Executive Session
 - 22. New Business
 - A. Request by Council Members Mattson and Borgen to discuss aerial spraying as a means of vector control.
 - 23. Adjourn

Upon request, accommodations for individuals with disabilities, language barriers, or other needs to allow participation in city meetings will be provided. To arrange assistance, call the City Clerk office at 218.299.5166 (voice) or 711 (TDD/TTY). Visit our website at www.moorheadmn.gov



City Council Communication

August 11, 2025

SUBJECT:

MoorHeart Recognition: Ashley Anderson

RECOMMENDATION:

The Mayor and City Council are asked to recognize and honor Ashley Anderson with the MoorHeart award.

BACKGROUND/KEY POINTS:

The MoorHeart award recognizes individuals and organizations that go above and beyond to demonstrate community within our City by their actions and service. A team of volunteers from City boards and commissions selects award recipients who are recognized at City Council meetings. The MoorHeart selection committee chose to recognize Ashley Anderson for her courageous act and composure in crisis.

On the afternoon of Saturday, June 21, Moorhead resident, Asarae Bartzatt, and her friend Denise were chatting about the hot weather. After a stressful morning, Denise offered to give Asarae some much-needed mom time by taking her children, including 11-year-old Jayce, to the neighborhood wading pool a few blocks away. That day, Ashley Anderson also brought her daughter to the same pool.

A while later, Asarae received a call. She later said she knew something was wrong before even answering the phone. While playing in the wading pool, Jayce had a seizure. What was initially thought to be him playing underwater was him unconscious. As Denise noticed this, she screamed and got Jayce out of the water. Ashley came running over and gave CPR while 911 was called. Asarae, on her way to the pool, saw the ambulance and followed them to the hospital, connecting with officers and letting them know her son was in the ambulance. She met her husband at Essentia and Jayce was later transferred to Sanford.

On Sunday, as Jayce was being discharged, Asarae received a phone call from the responding officer, informing her that Ashley had offered to share her contact information if the family wanted to connect. Asarae immediately responded, "Absolutely." After exchanging a few texts, Asarae and Ashley and their families were able to meet up. They hit it off instantly and have since been arranging sleepovers and hanging out together. As Asarae said, "This is the best possible thing I could ever ask of someone. Ashley is not just a friend; she is now family."

Asarae shared that what could have been a tragedy has been a beautiful outcome and a great start to a relationship with Ashley and her family.

Sean Brandenburg wrote in Ashley's nomination: *Ashley's ability to recognize the emergency, take immediate action, and perform life-saving measures exemplifies remarkable bravery and presence of mind. Her quick thinking, calm demeanor, and willingness to act in a critical moment directly contributed to a positive outcome in what could have been a tragic situation. Because of Ashley's heroic response, this story has a happy ending. Her actions serve as a powerful reminder of the impact one individual can have and we are so fortunate to have individuals like her in our Moorhead community.*



City Council Communication

August 11, 2025

The City of Moorhead extends its gratitude to Ashley for her incredible and inspiring act. Her admirable vigilance and courage make Moorhead a safer place for all. We thank her for her positive impact on our community. Congratulations, Ashley!

FINANCIAL CONSIDERATIONS:

Not Applicable

Voting Requirements: Not Applicable

Submitted By:

Dan Mahli, City Manager

Lisa Bode, Governmental Affairs Director

Kelly Kuntz, Communications Coordinator

Grace Phan, Governmental Affairs Intern

Attachments: N/A



Moorhead Police Department

911 11th St N
Moorhead, MN 56560
218.299.5120 | www.moorheadpolice.com



MEMORANDUM

TO: Moorhead City Council Members

FROM: Chief Chris Helmick

DATE: 08.11.2025

RE: Five Newest Members of the Moorhead Police Department

To provide public recognition for new Police Officers joining the Moorhead Police Department, we will begin swearing in new officers and conducting their badge pinning ceremonies during City Council meetings. We believe it is important not only to give families the opportunity to celebrate this milestone, but also to share the occasion with the Council and the broader community.

To launch this new tradition, we are proud to introduce five of our newest officers. While some have already completed field training, others are currently in the process, and one is being welcomed to the department for the first time today. Brief biographies for each officer are included below.

Thank you for allowing us time during this meeting to honor these officers and mark the beginning of their service to our community.

OFFICER BIOGRAPHIES

Officer Jacob Olson: Officer Olson brings nearly 10 years of experience from the Minot Police Department, where he served in several specialized roles including Bomb Technician, Field Training Officer, and School Resource Officer. He was also a Taser Instructor and managed the department's AXON products. Officer Olson wears badge #323.

Officer Bethany Leadbetter: With a decade of law enforcement experience in various capacities, Officer Leadbetter has served as a Defensive Tactics Instructor, Active Shooter Instructor, and Tactical Medical Instructor. Her diverse training background strengthens our department's readiness and resilience. Officer Leadbetter wears badge #341.

Officer Erika Broer: Officer Broer comes to us from Duluth, MN. After graduating from Minnesota Community and Technical College, she spent 3 years at the Clay County Correctional Facility where she was a training officer. This will be her first sworn officer position, and she is wearing badge #327.

Officer William Case: Officer Case has served in the North Dakota National Guard for nearly 17 years, holding roles such as Helicopter Crew Chief, Military Funeral Honors team member, and Training Manager. He also served as a Resiliency Instructor, helping service members build skills to manage stress and adversity. Officer Case wears badge #313.

Officer Cameron Schlichting: Officer Schlichting joins us from Red Wing, Minnesota. He is a graduate of Rochester Community and Technical College and brings a strong work ethic and commitment to public service. Officer Schlichting wears badge #310.

Officer Gage Miller: Officer Miller served nine years in the Minnesota Army National Guard as an Infantryman and currently serves as a Bradley Commander. He also brings six years of law enforcement experience from Stearns County, MN including assignments as a K9 Handler and SWAT Sniper. Officer Miller will be wearing badge #324.



**Resource
CONNECT**

Resource Connect: Bridging Transportation Gaps for Economic Opportunity

We connect people with employment by providing dependable and accessible transportation solutions in the Fargo-Moorhead area.

Executive Summary

Our Mission

To break down financial barriers by providing reliable transportation, and support, empowering individuals to achieve self-sufficiency and contribute to stronger, thriving communities

Our Focus

Connecting people with employment opportunities through accessible transportation solutions.

Our Impact

Creating economic stability by removing a critical barrier to consistent employment.





The Challenge We Address



Limited Public Transit

Industrial areas poorly served by public transportation with misaligned schedules.



Expensive Alternatives

Taxis and ride-sharing services are cost-prohibitive for daily commutes.



Weather Challenges

Harsh Midwest winters create additional transportation barriers.



Language Barriers

Immigrant workers face additional challenges navigating local transportation systems.



Our Solution



Partnerships

Free transportation through partnerships with local company.



Dedicated Vehicles

Operating cargo vans with mapped pickup and drop-off locations.



Ride-Sharing Networks

Connecting workers with similar routes and schedules.



Education

Offering transportation resources in multiple languages.



Our Impact So Far

150+

Workers Served

Through our weekly ride program

6

Employer Partners

Across diverse industries

25

June Rides

To Sanford Health, Bethany Assisted Living, and Marvin, American Crystal Sugar

13

Gas Cards

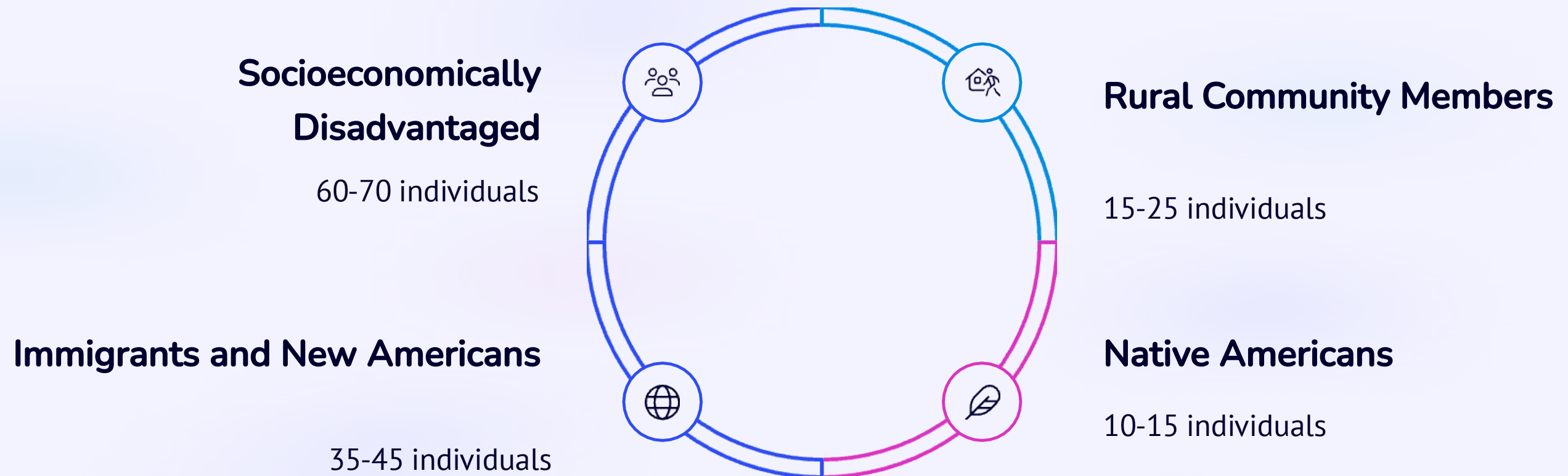
Provided through community partners



We provide bus passes, gas cards, bikes, and vehicle repair services. We also offer pickup and drop-off services.



Communities We Serve



How Your Support Makes a Difference

Critical Need

We provide reliable transportation for industrial workers facing financial hardship.

Our program bridges the gap between workers and employment opportunities.

Funding Priorities

- Vehicle Acquisition: Dedicated cargo vans
- Operational Support: Fuel, maintenance, insurance
- Driver Compensation: For expanded service

Expected Outcomes



3-5 New Routes

Serving industrial areas within 12 months



Expanded Hours

Early morning, evening, and weekend shifts



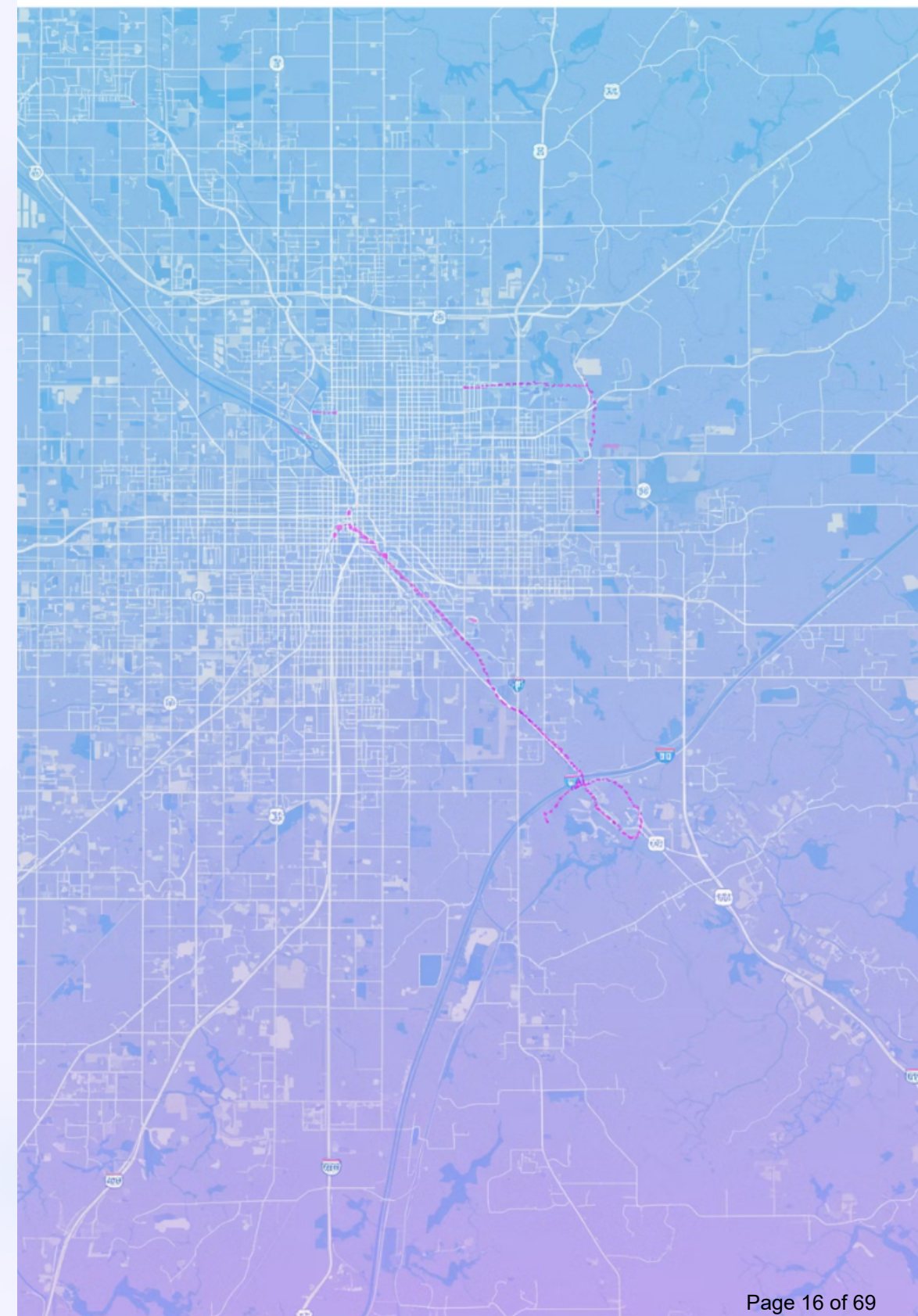
8-10 Pickup Locations

In neighborhoods with high immigrant populations



75% Reduction

In transportation-related absenteeism



Our Founder's Vision



THANK YOU!





**MINUTES OF THE CITY COUNCIL
HJEMKOMST CENTER AUDITORIUM - 202 1ST AVE N.
July 28, 2025 - 5:30 PM**

1. Call to Order/Roll Call

Roll call of the members was made as follows:

Present (7): Ryan Nelson, Nicole Mattson, Heather Nesemeier, Emily Moore, Lisa Borgen, Sebastian McDougall, Chuck Hendrickson

Absent (1): Deb White

2. Pledge of Allegiance

3. Agenda Amendments

4. Consent Agenda

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Motion to Approve made by Nicole Mattson and seconded by Heather Nesemeier.

For 7: Ryan Nelson, Nicole Mattson, Heather Nesemeier, Emily Moore, Lisa Borgen, Sebastian McDougall, Chuck Hendrickson

Against 0: None

Abstain/Recuse 0: None

Motion Passed

5. Recognitions/Presentations

A. Presentation: Choice Bank

Steve French, Recreation Events Specialist, recognized Calvin Teubner from Choice Bank who presented a check for \$10,000 to assist with the Moorhead Farmers Market.

B. Presentation: 2025 Bond Sale Issuance - Baker Tilly Municipal Advisors

Chris Hogan, Finance Director with Baker Tilly/Municipal Advisors, shared information on the issuance of a 2025 bond sale.

6. Approve Minutes

A. July 14, 2025 Meeting Minutes

Motion to Approve made by Nicole Mattson and seconded by Emily Moore.

For 7: Ryan Nelson, Nicole Mattson, Heather Nesemeier, Emily Moore, Lisa Borgen, Sebastian McDougall, Chuck Hendrickson

Against 0: None

Abstain/Recuse 0: None

Motion Passed

7. Citizens Addressing the Council (Time Reserved: 15 Minutes)

A Moorhead resident addressed the City Council regarding a 2009 Police Investigation.

8. *Mayor and Council Appointments

9. Public Hearings (5:45 pm)

10. Community Development Department

- A. *Resolution to Approve Boulevard Parking Request from FM Auto Sales, LLC at 1702 Main Ave
- B. *Resolution to Approve Vacation of 30-foot Utility Easement within Prairie Parkway 2nd Addition
- C. *Resolution to Approve Conditional Use Permit for Dynamic Display Sign at 1409 Main Ave SE
- D. *Resolution to Approve Conditional Use Permit for Dynamic Display Sign at 1100 30th Ave S
- E. *Consider Actions Relating to Partridge Creek Addition
- F. *First Reading of Ordinance 2025-07: An Ordinance Amending the Official Zoning Map Rezoning Partridge Creek Addition from TZ: Transitional to RLD-3: Residential Low Density-3
- G. *Resolution to Approve Preliminary and Final Plat relating to Partridge Creek Addition
- H. *Resolution to Approve Developer's Agreement for Partridge Creek Addition

11. Economic Development

12. Engineering Department

- A. *Resolution to Approve Task Order Amendment and Budget Adjustment #25-019 for the Bluestem Pedestrian Bridge (Eng. No. 22-13-04)
- B. *Resolution to Order Reports Related to Partridge Creek 1st Addition (Eng. Nos. 25-A6-03 and 25-A2-05)
- C. *Resolution to Receive Report and Order Preparation of Plans & Specifications for Underground Utility Improvements in Partridge Creek 1st Addition (Eng. No. 25-A6-03)
- D. *Resolution to Approve Plans & Specifications and Authorize Advertisement for Bids for Underground utility Improvements in Partridge Creek 1st Addition (Eng. No. 25-A6-03)

13. Fire Department

- A. *Resolution to Enter into a Joint Cooperative Agreement between the City of Moorhead, Minnesota and Harwood Area Fire & Rescue (HAFR)

- 14. Moorhead Public Service
- 15. Parks and Recreation Department
- 16. Police Department
- 17. Public Works
- 18. Administration

- A. Resolution Providing for the Competitive Sale of General Obligation Temporary Improvement Bonds Series 2025A

Motion to Approve made by Heather Nesemeier and seconded by Sebastian McDougall.
For 7: Ryan Nelson, Nicole Mattson, Heather Nesemeier, Emily Moore, Lisa Borgen, Sebastian McDougall, Chuck Hendrickson
Against 0: None
Abstain/Recuse 0: None

Motion Passed

- B. Resolution Providing for the Competitive Sale of General Obligation Improvement and Wastewater Refunding Bonds Series 2025B

Motion to Approve made by Lisa Borgen and seconded by Chuck Hendrickson.
For 7: Ryan Nelson, Nicole Mattson, Heather Nesemeier, Emily Moore, Lisa Borgen, Sebastian McDougall, Chuck Hendrickson
Against 0: None
Abstain/Recuse 0: None

Motion Passed

- C. Resolution to Approve Guaranteed Maximum Price Amendment #3 to the Agreement with McGough Construction Co., LLC for Construction Manager at Risk Services for the City Hall Renovation Project

Assistant City Manager Mike Rietz introduced Project Manager Thomas Dahl from McGough Construction to share information about Guaranteed Maximum Price Amendment #3 for the Moorhead City Hall Renovation project.

Motion to Approve made by Chuck Hendrickson and seconded by Heather Nesemeier.
For 7: Ryan Nelson, Nicole Mattson, Heather Nesemeier, Emily Moore, Lisa Borgen, Sebastian McDougall, Chuck Hendrickson
Against 0: None
Abstain/Recuse 0: None

Motion Passed

- D. *Resolution to Approve a Minnesota Lawful Gambling Premise Permit Application for MN Strong at 803 Belsly Blvd Ste 100 & 808 30th Ave. S
- E. *Resolution to Approve a Minnesota Lawful Gambling Premise Permit Application for MN Strong (808 30th Ave S)
- F. Resolution to Approve Pledge and Naming Rights Agreement for Donations to The Loop | Moorhead Public Library & Community Center

Governmental Affairs Director Lisa Bode shared pledge and naming rights information regarding donations to Moorhead Public Library Community Center.

Motion to Approve made by Lisa Borgen and seconded by Heather Nesemeier.
For 7: Ryan Nelson, Nicole Mattson, Heather Nesemeier, Emily Moore, Lisa Borgen, Sebastian McDougall, Chuck Hendrickson

Against 0: None

Abstain/Recuse 0: None

Motion Passed

19. Mayor and Council Reports

Council Member Heather Nesemeier shared updates from the Moorhead Public Housing Board. Council Member Nesemeier also attended a meeting with the Solid Waste Advisory Committee as well as a Resource Recovery Center Committee meeting.

Council Member Emily Moore attended the FM Coalition to End Homelessness workshop with Chief Helmick and Tanya Kunza. Council Member Moore attended the West Central Initiative and the Lake Agassippi Regional Library Finance Committee meetings. Council Members Nesemeier, Mattson, White and Moore participated in a Conversations with Council Members event. Council Member Moore also attended the Coalition of Greater Minnesota Cities summer conference in Bemidji.

Council Member Ryan Nelson shared updates on a new executive director with the Historical and Cultural Society of Clay County, Laura Forde. Council Member Nelson also shared information on the Red River Regional Dispatch Center.

Council Member Mattson shared information on the Moorhead Farmers Market and vendors participating. Council Member Mattson also mentioned the Moorhead Global Market.

Mayor Shelly Carlson mentioned that the Battle of the Badge Blood Drive is coming up as well as the first annual Battle of the Cities. Mayor Carlson attended Safe City Night and shared an update from Sgt. Scott Kostohryz. Mayor Carlson attended the Coalition of Greater Minnesota Cities conference and mentioned that Lisa Bode and Senator Rob Kupec received award recognitions. Mayor Carlson also attended the Chamber of Commerce's Minnesota Legislative Update. Mayor Carlson read a proclamation declaring July 21 as Maureen Kelly Jonason Day and attended Maureen's retirement party. Mayor Carlson was on The Chamber Link radio show with Derick LaPoint and Stacia Sytsma, from the Moorhead Business Association. Mayor Carlson met with the Chattanooga, Tennessee Mayor, Tim Kelly, and with the new US Army Corps of Engineers, Colonel Chase, who is working on the FM Diversion Project.

20. City Manager Reports

21. Executive Session

22. New Business

23. Adjourn

Meeting adjourned at 6:20pm.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson
Mayor

Christina Rust
City Clerk

The proceedings of this meeting are digitally recorded and are available for public review.

DRAFT



City Council Communication

August 11, 2025

SUBJECT:

Public Hearing for an ordinance granting a fiber optic franchise to Gateway Infrastructure, LLC.

RECOMMENDATION:

The Mayor and City Council are asked to conduct a Public Hearing and consider approval of an ordinance granting a non-exclusive Fiber Optic Franchise to Gateway Infrastructure, LLC to install, maintain, operate and control a fiber optic infrastructure network in the city public right-of-way for the purpose of offering communication services, including broadband internet access service and voice over internet protocol services, but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in the city.

BACKGROUND/KEY POINTS:

Gateway Infrastructure, LLC is seeking to build a fiber optic network in the community and is seeking to use the public right-of-way for this purpose. The City Charter requires that companies be issued a franchise to conduct this activity in the public right-of-way.

FINANCIAL CONSIDERATIONS:

They are not offering multichannel video programming services, so a franchise fee cannot be required, however, the City's permitting fees for the use of the right-of-way will be paid to compensate for the impact on the right-of-way and the costs the City incurs.

Voting Requirements: Majority of Council

Submitted By:

Dan Mahli, City Manager

Mike Rietz, Assistant City Manager

Attachments:

ORDINANCE NO. 2025-08

AN ORDINANCE TO AMEND AND REENACT CHAPTER 16 OF TITLE I OF THE MOORHEAD MUNICIPAL CODE RELATING TO REGULATION OF FIBER OPTIC FRANCHISE

BE IT ORDAINED by the City Council of the City of Moorhead, as follows:

SECTION 1. Chapter 16 of Title 1 of the Moorhead Municipal Code is hereby amended and reenacted to read as follows:

CHAPTER 16

REGULATION OF FIBER OPTIC FRANCHISE

Sections:

- 1-16-1. REGULATION OF NON-EXCLUSIVE FIBER OPTIC FRANCHISE.**
- 1-16-2. SHORT TITLE.**
- 1-16-3. DEFINITIONS.**
- 1-16-4. ADOPTION OF FRANCHISE.**
- 1-16-5. PERMISSION TO USE AND OCCUPY.**
- 1-16-6. FRANCHISEE'S OBLIGATIONS.**
- 1-16-7. CITY'S OBLIGATIONS.**
- 1-16-8. COSTS TO BE PAID BY FRANCHISEE.**
- 1-16-9. CONTRACTORS AND SUBCONTRACTORS.**
- 1-16-10. DEFENSE AND INDEMNITY.**
- 1-16-11. LIMITATIONS OF LIABILITY.**
- 1-16-12. PERFORMANCE BOND.**
- 1-16-13. INSURANCE.**
- 1-16-14. TERM.**
- 1-16-15. TERMINATION.**
- 1-16-16. ASSIGNMENT.**
- 1-16-17. NOTICE.**
- 1-16-18. GENERAL PROVISIONS.**
- 1-16-19. APPROVAL.**
- 1-16-20. NON-DISCRIMINATION.**
- 1-16-21. HOME RULE CHARTER.**
- 1-16-22. RESERVATION OF RIGHTS.**
- 1-16-23. SEVERABILITY.**

1-16-1: REGULATION OF NON-EXCLUSIVE FIBER OPTIC FRANCHISE:

Gateway Infrastructure, LLC, a Delaware limited liability company, its successors and assigns, is hereby granted a nonexclusive franchise to install, maintain, operate, and control a fiber optic infrastructure network in the city public ROW for the purpose of offering communications services, including broadband internet access service and voice over internet protocol services, but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in the city.

Ubiquity, a Nebraska limited liability company, its successors and assigns, is hereby granted a nonexclusive franchise to install, maintain, operate, and control a fiber optic infrastructure network in the city public ~~row~~ROW for the purpose of offering communications services, including broadband internet access service and voice over internet protocol services, but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in the city.

1-16-2: SHORT TITLE:

This chapter will be known and cited as the *CITY OF MOORHEAD FIBER OPTIC FRANCHISE ORDINANCE*, hereinafter referred to as this “chapter.”

1-16-3: DEFINITIONS:

For the purpose of this chapter, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined will be given their common and ordinary meanings.

AGREEMENT: The non-exclusive public franchise agreement by and between the city and franchisee dated _____, 2025.

BROADBAND INTERNET SERVICE: Broadband internet access service as defined in 47 C.F.R. § 8.1(b).

CITY: The city of Moorhead, county of Clay, state of Minnesota.

CITY OF MOORHEAD RIGHT-OF-WAY DETAILS AND STANDARDS: As defined in the agreement, as amended from time to time.

CUSTOMERS: Residents and businesses in the city.

FIBER OPTICS: a technology that transmits data, images, and voice over long distances by using light pulses to travel through glass or plastic fibers. Fiber optic cables have several advantages over copper cables, including higher bandwidth and transmit speeds. Fiber optic networks are also more stable and less likely to overload, making them faster for downloading and streaming.

FRANCHISE: permission granted by the city to franchisee to use and occupy the city public ~~row~~ROW for the limited purpose of performing the work.

FRANCHISEE: Gateway Infrastructure, LLC, a Delaware limited liability company, its successors and assigns, and Ubiquity, a Nebraska limited liability company, its successors and assigns.

NETWORK: a fiber optic infrastructure network of equipment and facilities.

NETWORK FACILITIES: aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar equipment and/or facilities.

PERSON: any individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority, or other entity of any nature whatsoever.

PUBLIC ROW: land owned by the city for park, open space, or similar purpose, which is held for use in common by the public and the use of which the city has jurisdiction over, as more fully set forth in the agreement.

ROW: right of way.

SERVICES: Communications services, including broadband internet services and voice over internet protocol services, but excluding multichannel video programming services that would be subject to a video services franchise.

WORK: The franchisee constructing, installing, repairing, maintaining, operating, and if necessary removing the network and the related network facilities in the city public ~~row~~ROW.

1-16-4: ADOPTION OF FRANCHISE:

A. Effective Date; Written Acceptance: A separate franchise agreement may become effective from and after passage of this chapter, its acceptance by franchisee, and its publication as required by law. The city, by council resolution, may revoke the agreement if franchisee does not file a written acceptance with the city clerk within ninety (90) days after publication.

B. Publication Expense: The expense of publication of this chapter will be paid by the city and the city will be reimbursed by franchisee.

C. Dispute Resolution: If either party asserts that the other party is in default in the performance of any obligation of an ~~franchise~~ agreement or in violation of the chapter, the complaining party shall notify the other party of the default and the desired remedy. The notification must be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in district court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

1-16-5: PERMISSION TO USE AND OCCUPY:

A. Permission to Use and Occupy City Public ROW: The city grants franchisee permission to use and occupy the city public ~~row~~ROW as set forth in the agreement and on file with the city and as expanded from time to time by this city to (the "Franchise") for the limited purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the network and the related network facilities (the "work"), as set forth in the agreement. The franchise does not authorize franchisee to use any property other than the city public ~~row~~ROW. Franchisee's use of any city owned property, including any and all above ground infrastructure, *inter alia*, consisting of poles and conduits, will be governed under a separate agreement regarding that use and the city retains the exclusive right to deny the use of the city's above ground infrastructure for any reason. In accordance with the city's standards for work within city

~~row~~ROW, technical details governing franchisee's use and occupancy of the city public ~~row~~ROW to perform the work are set forth in the agreement. These details and standards are ~~subject to periodic change~~routinely updated and posted on the city's official website; therefore, the latest version, as amended from time to time, shall govern.

B. Subject to Federal, State, and Local Law: The franchise is subject to city's valid authority under federal, state, and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this chapter. In the event of a material conflict between the terms of local law and the applicable provisions of the agreement, the applicable provisions of the agreement will prevail.

C. Subject to City's Right to Use City Public ROW: The franchise is subject and subordinate to city's prior and continuing right to use the city public ~~row~~ROW, including constructing, installing, operating, maintaining, repairing, or removing streets, roads, causeways, bridges, sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and any and all other public utility and municipal uses.

D. Subject to Pre-Existing Property Interests: City's grant of the franchise is non-exclusive and subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, superior claims of title or other property interests that may affect the city public ~~row~~ROW, in addition to those uses permitted by the revised ordinances of the city. Franchisee will obtain at its own cost and expense any required permission or rights as may be necessary to accommodate such pre-existing property interests, so long as such pre-existing interests do not contravene state or federal law.

E. No Grant of Property Interest: The franchise does not grant or convey any property interest.

F. Non-Exclusive: The franchise is not exclusive. City expressly reserves the right to grant permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("person"), as well as the right in its own name as a city, to use public ~~row~~ROW for similar or different purposes allowed franchisee under this chapter.

1-16-6: FRANCHISEE'S OBLIGATIONS:

A. Individual Permits Required: Subject to the requirements as described in the agreement, as amended from time to time, franchisee will obtain city's approval of required individual encroachment, construction, excavation, and other necessary permits before placing its network facilities in the city public ~~row~~ROW or other property of city as authorized. Franchisee will pay for all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by city. ~~The "City of Moorhead Right-of-Way Details and Standards" attached to the agreement is routinely updated and posted on the city's website; therefore, the latest version posted on the city's website shall always govern.~~

B. Franchisee's Sole Cost and Expense: Franchisee will perform the work at its sole cost and expense, or with any local, state, or federal grants, and other funding that may become available to franchisee.

C. Compliance with Laws: Franchisee will comply with all applicable laws and regulations when performing the work. franchisee will place its network facilities in conformance with the required permits, plans, and drawings approved by city.

D. Reasonable Care: Franchisee will exercise reasonable care when performing the work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

E. No Nuisance: Franchisee will maintain its network facilities in good and safe condition.

F. Repair: Franchisee will promptly repair any damage to the city public ~~row~~ROW, city property, or private property if such damage is directly caused by franchisee's work and no other person is responsible for the damage (e.g., where a person other than franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. franchisee's obligation under this will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

G. As-Built Drawings, Maps, and GIS Data: Franchisee will maintain accurate as-built drawings, maps, and Geographic Information System (GIS) data of its network facilities located in the city public ~~row~~ROW. Franchisee will provide these to the city upon reasonable request and on a mutually agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the work is complete), subject to applicable confidentiality protections.

H. Network Design: Nothing in this chapter requires franchisee to build to all areas of city, and franchisee retains the discretion to determine the scope, location, and timing of the design and construction of the network facilities.

1-16-7: CITY'S OBLIGATIONS:

Notwithstanding city's obligation as outlined in this section, franchisee's use of city public ~~row~~ROW or city property shall be conducted in a manner consistent with lawful and applicable public easement rights.

A. Emergency Removal or Relocation by City: In the event of a public emergency that creates an imminent threat to the health, safety, or property of city or its residents, city and/or other public utilities may remove or relocate the applicable portions of the network facilities without prior notice to franchisee. City and any affected public utility will, however, make best efforts to provide prior notice to franchisee before making an emergency removal or relocation. In any event, city and any other public utility benefiting from this provision will promptly provide franchisee a written description of any emergency removals or relocations of franchisee's network facilities. Franchisee will reimburse city and any affected public utility for its actual, reasonable, and documented costs or expenses incurred for any such emergency work, the direct cause of which was franchisee's construction, installation, operation, maintenance, repair, or removal of its network facilities. Franchisee's obligation to reimburse city and any affected public utility under this section will be separate from franchisee's obligation to reimburse city for any other reasonable expense city may incur.

B. Relocation to Accommodate Governmental Purposes: Franchise shall be subject to and shall comply with Title 8 Chapter 4, Right of Way Management, of the Moorhead Municipal

Code whenever working within city public ~~row~~ROW. If franchisee's then-existing network facilities would interfere with planned use of the city public ~~row~~ROW or city property of the city of Moorhead, the state of Minnesota, or any other political subdivision (as defined by the IRS) for any governmental purpose as reasonably determined by the city, franchisee will, upon written notice from any of the foregoing entities, relocate its network facilities at franchisee's own expense to such other location or locations in the city public ~~row~~ROW as may be mutually agreed by the parties, taking into account the needs of the governmental purpose. Franchisee will relocate its network facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, and in accordance with the agreement.

C. Relocation to Accommodate Non-Governmental Purposes: If franchisee's then-existing network facilities would interfere with a third-party's use of the city public ~~row~~ROW, franchisee will not be required to relocate its network facilities unless the city reasonably determines in writing to franchisee, that a failure to relocate network facilities will result in a significant and material detriment or financial loss to the citizens of the city of Moorhead. In that event, franchisee may be entitled to reimbursement for reasonable costs and expenses incurred in relation to the relocation of its network facilities as between the franchisee and the third party, as set forth in the agreement. If there is a dispute between franchisee and the affected third party, city will attempt to mediate the dispute between the parties so as to avoid or mitigate unreasonable delays.

D. Post-Removal Restoration of City Public ROW: When removal or relocation is required under this chapter, franchisee will, after the removal or relocation of the network facilities, at its own cost, repair and return the city public ~~row~~ROW in which the facilities were located to the same or similar conditions existing prior to the franchisee's construction, and shall comply with Title 8 Chapter 4, Right of Way Management, of the Moorhead Municipal Code.

1-16-8: COSTS TO BE PAID BY FRANCHISEE:

A. Franchisee shall pay the city the following costs: inspection, relocation and facility location costs, all barricading, traffic detour or warning signing or flagging not actually performed by franchisee, and for all other actual and reasonable direct expenses actually incurred by city in regulating franchisee's use and occupancy of city public ~~row~~ROW granted in this chapter. All direct costs assessed by the city to franchisee will be consistent with applicable law.

B. In the event of a change in applicable law that permits city to impose and collect a franchise fee from franchisee pursuant to this chapter, city shall provide written notice to franchisee of its intent to exercise its franchise fee rights. The parties shall cooperate and negotiate in good faith to amend this chapter and the agreement.

1-16-9: CONTRACTORS AND SUBCONTRACTORS:

A. Use of Contractors and Subcontractors: Franchisee may retain contractors and subcontractors to perform the work on franchisee's behalf.

B. Contractors to be Franchised: Franchisee's contractors and subcontractors used for the work will be properly franchised under applicable law, and as set forth in the agreement.

C. Authorized Individuals: Franchisee's contractors and subcontractors may submit individual permit applications to city on franchisee's behalf, so long as the permit applications are

signed by individuals that franchisee has authorized to act on its behalf via a letter of authorization provided to city in the form attached to the agreement ("Authorized Individuals"). City will accept permit applications under this chapter submitted and signed by authorized individuals, and will treat those applications as if they had been submitted by franchisee under this chapter.

1-16-10: DEFENSE AND INDEMNITY:

A. Obligations: Commencing on the effective date of this chapter, Franchisee shall defend, indemnify, and hold harmless the city, and its officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all reasonable fees and charges of attorneys, engineers, architects, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to any and all claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by any negligent act or omission of franchisee, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable, and including all reasonable costs, expenses, and fees incurred by the city in establishing and litigating the existence, scope, or any other matters relating to franchisee's obligations to defend, indemnify, and hold harmless. Franchisee's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Franchisee's duties to defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in the agreement, and anything in excess of any of franchisee's insurance policy limits. Franchisee's obligations to defend, indemnify, and hold harmless will continue for a period of ~~not less than~~ six (6) years following the date of completion of the work or any termination or expiration of this chapter or termination of the agreement, whichever date occurs last.

The indemnified party shall provide notice, as set forth in the agreement, to franchisee's after obtaining knowledge of any claim that it may have pursuant to this Section 1-16-10. In the event the indemnified party pursues a claim pursuant to this Section 1-16-10, the indemnified party will also provide relevant information and assistance to franchisee.

B. Exclusions: Section 1-16-10 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by city's employee and covered under applicable workers' compensation laws.

1-16-11: LIMITATION OF LIABILITY:

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

1-16-12: PERFORMANCE BOND:

Franchisee will provide city with a performance bond in the amount as set forth in the terms and conditions of the permit for work within the public ~~row~~ROW.

1-16-13: INSURANCE:

Franchisee will carry and maintain liability insurance in the amounts and in accordance with the terms set forth in the permit for work within the public ~~row~~ROW.

1-16-14: TERM:

The agreement is effective on the date the last party to sign executes the agreement, and will expire as set forth in the agreement (“effective date”). ~~The agreement will expire automatically on the fifth (5th) anniversary of the effective date (“original term”) unless earlier terminated in accordance with the provisions herein. Thereafter, the agreement will automatically renew for successive five (5) year terms (each a “renewal term”) unless a party provides at least ninety (90) days’ prior written notice to the other party of its intent not to renew.~~

1-16-15: TERMINATION:

A. Termination by City: City may terminate the agreement if franchisee is in material breach of the agreement, provided that city must first provide franchisee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. no termination under this paragraph will be effective until the relevant cure period has expired.

B. Termination by Franchisee: Franchisee may terminate the agreement for convenience upon one hundred eighty (180) days’ written notice to city.

1-16-16: ASSIGNMENT:

Except as set forth below, neither party may assign or transfer its rights or obligations under the agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

A. Notwithstanding the foregoing, franchisee may at any time, on written notice to city, assign the agreement or any or all of its rights and obligations under the agreement:

1. to any affiliate (as defined below) of franchisee;
2. to any successor in interest of franchisee’s business operations in city in connection with any merger, acquisition, or similar transaction if franchisee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of the agreement; or
3. to any purchaser of all or substantially all of franchisee’s network facilities in city if franchisee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of the agreement.

B. Following any assignment of the agreement to an affiliate, franchisee will not remain responsible for such affiliate’s performance under the terms of the agreement. For purposes of this section, (a) “Affiliate” means any person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with franchisee; and (b) “control” means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation,

if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other person, fifty percent (50%) or more ownership interest in said person, or the power to direct the management of such person.

1-16-17: NOTICE:

All notices related to this chapter will be in writing and sent, if to franchisee to the email addresses set forth ~~below~~in the agreement, and if to city, to the city of Moorhead, Attn: City Manager, P.O. Box 779, Moorhead, MN 56561-0779, with a copy to the City Attorney at Ohnstad Twichell, P.C., P.O. Box 458, West Fargo, ND 58078-0458. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

1-16-18: GENERAL PROVISIONS:

The agreement is governed by the laws of the state of Minnesota and any dispute arising hereunder shall be venued in Clay County, Minnesota. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. The agreement, including any exhibits thereto, sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. The agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms, including, but not limited to, amendments or modifications, must be in writing and signed by the parties. The parties may execute the agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to the agreement agrees that franchisee may use electronic signatures.

1-16-19: APPROVAL:

The agreement shall not be effective until the execution of the agreement by the city has been approved by resolution of its city council.

1-16-20: NON-DISCRIMINATION:

Franchisee will comply (and similarly require compliance by contractors from time to time used or hired to plan, construct, or maintain network facilities pursuant to the agreement) with applicable federal, state, and local laws with respect to prohibitions against discrimination on the basis of race, color sex, age, disability, political or religious opinions, affiliations, or national origin.

1-16-21: HOME RULE CHARTER:

Except as permitted under Minnesota law, no elected official or officer or employee of the city shall have a financial interest, direct or indirect, in any city contract. Any violation of this section, with the knowledge of the person or corporation entering into said contract with the city as of the effective date may render said contract voidable by the city council. City recognizes and acknowledges that ownership of less than controlling shares of stock of franchisee's direct parent by an elected officer/employee of the city does not render the agreement void or voidable.

1-16-22: RESERVATION OF RIGHTS:

The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of the agreement and further agree that by execution and performance of the agreement, neither party shall be deemed to have waived any such rights.

1-16-23: SEVERABILITY:

If any part of the agreement is deemed invalid, illegal, or unenforceable, the remainder of the agreement will remain in effect.

SECTION 2. This ordinance shall take effect upon publication in accordance with the Moorhead City Charter.

PASSED by the City Council of the City of Moorhead this ____ day of _____, 2025.

APPROVED BY:

Michelle (Shelly) A. Carlson, Mayor

ATTEST:

Christina Rust, City Clerk

First Reading: 8/11/2025
E-Post:
Second Reading:
Publication:



City Council Communication

August 11, 2025

SUBJECT:

Second Reading of Ordinance 2025-07: An Ordinance Amending the Official Zoning Map Rezoning Partridge Creek Addition from TZ: Transitional to RLD-3: Residential Low Density-3

RECOMMENDATION:

The Mayor and City Council are asked to consider a Second Reading of Ordinance 2025-07: An Ordinance Amending the Official Zoning Map Rezoning Partridge Creek Addition from TZ: Transitional to RLD-3: Residential Low Density-3.

BACKGROUND/KEY POINTS:

This property has historically been used for agriculture and was annexed into the city in 2004. It has been guided for residential development since then. This area was originally part of the Prairie Parkway Master Plan but has since been purchased by a new developer for this 85-lot single family development. This parcel, along with another 69-acres to the south, will develop a new master plan for the area for residential development.

The Moorhead Planning Commission considered the requests at their July 15, 2025 meeting and unanimously recommended approval of the requests with two public comments regarding concerns about density, quality of the development and impact to property values. The Planning Commission packet is available at:

www.ci.moorhead.mn.us/government/boards-commissions/planning-commission

The City Council approved a First Reading of this Ordinance on July 28, 2025.

FINANCIAL CONSIDERATIONS:

Not applicable

Voting Requirements:

Majority of Council – Map Amendment
Four-Fifths of Council (7) - Title & Summary Resolution

Submitted By:

Dan Mahli, City Manager
Robin Huston, City Planner/Zoning Administrator
Brittany Cameron, Assistant City Planner

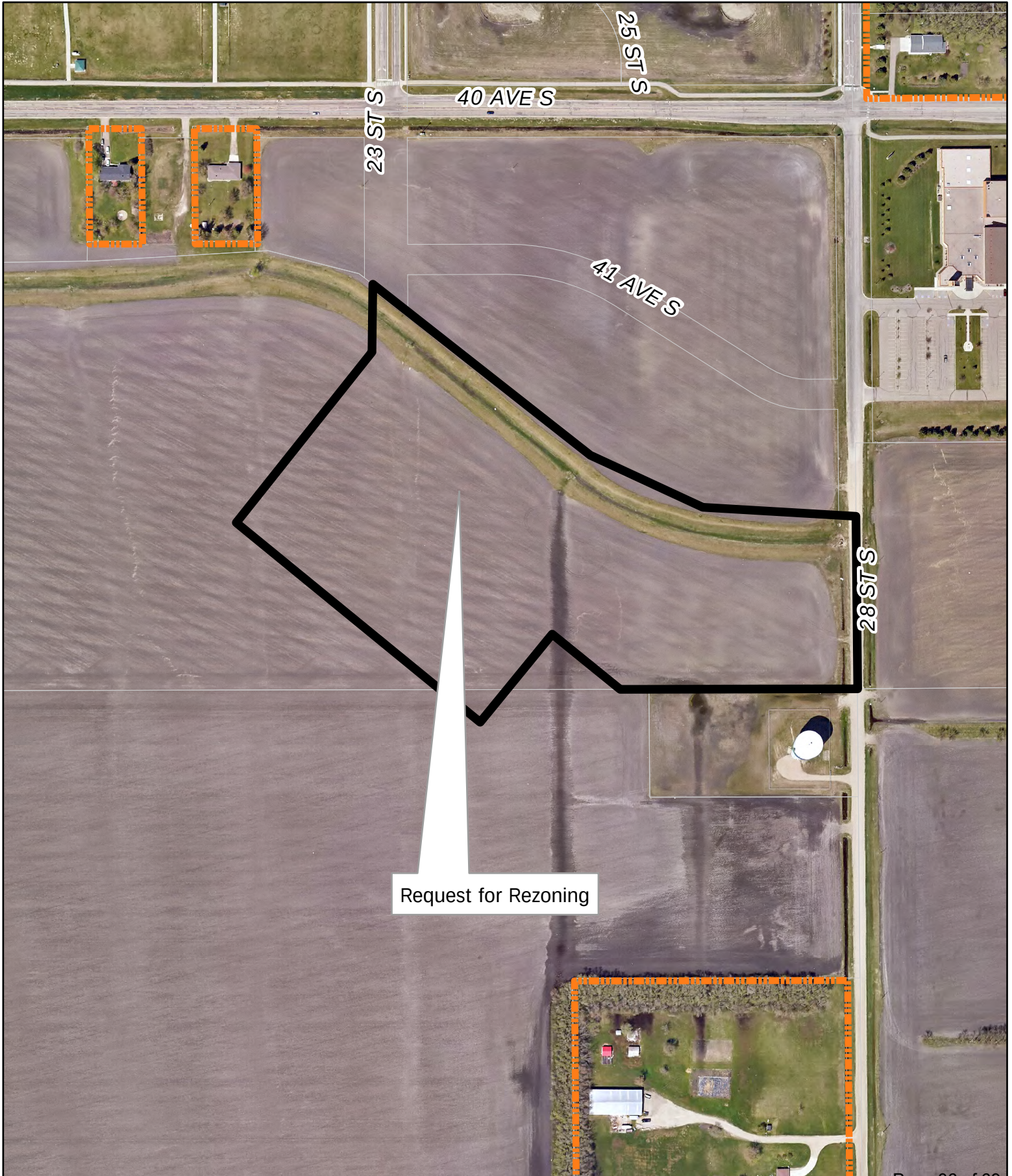
Attachments: Draft Ordinance 2025-07

Draft Resolution – Title & Summary



2

**Partridge Creek Addition
General Location Map
4301 28th St S & 0 40th St S
58.900.2855 & 58.900.2865**



ORDINANCE NO. 2025-07

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP IN ACCORDANCE WITH
CHAPTER 3 OF TITLE 10 OF THE MOORHEAD CITY CODE REZONING PARTRIDGE
CREEK ADDITION FROM TZ: TRANSITIONAL TO RLD-3: RESIDENTIAL LOW DENSITY-3**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOORHEAD AS
FOLLOWS:

WHEREAS, Meridian Mortgage, LLC has requested a Zoning Map Amendment for Partridge Creek Addition, partially located on 0 40th Avenue S (Parcel 58.900.2865) and 4301 28th Street S (Parcel 58.900.2855), legally described as:

Part of the Northeast Quarter of Section 28, Township 139 North, Range 48 West of the Fifth Principal Meridian, Clay County, Minnesota, described as follows:

Beginning at the southeast corner of Prairie Parkway 2nd Addition to the City of Moorhead, on file at the Clay County Recorder's Office; thence South 89°28'56" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 40.00 feet; thence North 86°06'35" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 315.79 feet; thence North 65°07'53" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 287.27 feet; thence North 51°04'29" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 334.14 feet; thence North 52°36'49" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 309.50 feet; thence South 00°09'54" East for a distance of 159.50 feet; thence South 39°10'09" West for a distance of 508.41 feet; thence South 50°49'51" East for a distance of 733.28 feet; thence North 39°10'09" East for a distance of 266.00 feet; thence South 50°49'51" East for a distance of 205.67 feet to a point of intersection with the southerly line of the Northeast Quarter of said Northeast Quarter; thence North 89°52'46" East, along the southerly line of the Northeast Quarter of said Northeast Quarter, for a distance of 549.88 feet to a point of intersection with the easterly line of said Northeast Quarter; thence North 00°31'04" West, along the easterly line of said Northeast Quarter, for a distance of 399.61 feet to the point of beginning. Said tract contains 16.808 acres, more or less; and

WHEREAS, the Moorhead Planning Commission held a public hearing on July 15, 2025 and voted unanimously to recommend approval; and

WHEREAS, the City Council of the City of Moorhead finds pursuant to the purpose and intent found in Title 10, Chapter 3 of Moorhead City Code that the proposed rezoning of property would promote health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Moorhead, Minnesota that the Official Zoning Map of the City of Moorhead, in accordance with Chapter 3 of Title 10 of the City Code of Moorhead, Minnesota is hereby amended to rezone Partridge Creek Addition from TZ: Transitional to RLD-3: Residential Low Density-3, described as:

Lot 1-25, Block 1
Lot 1-13, Block 2
Lot 1-26, Block 3
Lot 1-13, Block 4

Lot 26, Block 1 (ditch parcel) to be designated as P: Public Open Space

This Ordinance shall take effect upon publication in accordance with the Moorhead City Charter.

PASSED: August 11, 2025 by the City Council of the City of Moorhead.

APPROVED BY:

Michelle (Shelly) A. Carlson, Mayor

ATTEST:

Christina Rust, City Clerk

First Reading: 7/28/2025
E-Post Date: 8/1/2025
Second Reading: 8/11/2025
Publication:

RESOLUTION

Resolution to Approve Title & Summary of Ordinance 2025-07

WHEREAS, the City Council of the City of Moorhead did pass Ordinance 2025-07: An Ordinance Amending the Official Zoning Map in accordance with Chapter 3 of Title 10 of the Moorhead City Code Rezoning Partridge Creek Addition from TZ: Transitional to RLD-3: Residential Low Density-3; and

WHEREAS, a Title and Summary for publication of the above Ordinance was submitted to the City Council for its review in accordance with Section 3.07 of the Moorhead City Charter; and

WHEREAS, the City Council has reviewed the Title and Summary for said Ordinance for approval and has determined that the Title and Summary informs the public of the intent and effect of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota that the Title and Summary for Ordinance 2025-07: An Ordinance Amending the Official Zoning Map in accordance with Chapter 3 of Title 10 of the Moorhead City Code Rezoning Partridge Creek Addition from TZ: Transitional to RLD-3: Residential Low Density-3 is hereby approved. A copy of said Title and Summary was before the City Council and is now of record and on file in the Office of the City Clerk.

BE IT FURTHER RESOLVED by the City Council of the City of Moorhead, Minnesota that the City Clerk is hereby authorized and directed to publish said Title and Summary in accordance with Section 3.08 of the Moorhead City Charter.

PASSED: August 11, 2025 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk

TITLE AND SUMMARY OF ORDINANCE 2025-07

The following Ordinance is hereby published by Title and Summary:

1. Title of Ordinance

An Ordinance Amending the Official Zoning Map in accordance with Chapter 3 of Title 10 of the Moorhead City Code Rezoning Partridge Creek Addition from TZ: Transitional to RLD-3: Residential Low Density-3.

2. Summary of Ordinance

An Ordinance which Amends the Official Zoning Map in accordance with Chapter 3 of Title 10 of the Moorhead City Code Rezoning Partridge Creek Addition from TZ: Transitional to RLD-3: Residential Low Density-3.

3. Availability of Ordinance

A complete, printed copy of this Ordinance is available for inspection by any person during regular business hours in the Office of the City Clerk, First Floor, City Hall, 403 Center Avenue, Moorhead, MN.

The Ordinance was passed by the City Council of the City of Moorhead this 11th day of, August, 2025.

First Reading: 07/28/2025
E-Post: 08/01/2025
Second Reading: 08/11/2025
Publication:



City Council Communication

August 11, 2025

SUBJECT:

Resolution to Approve Amendments to the Final Plat for Partridge Creek Addition

RECOMMENDATION:

The Mayor and City Council are asked to consider amendments to the Final Plat for Partridge Creek Addition.

BACKGROUND/KEY POINTS:

The City Council approved a Preliminary and Final Plat for this project on July 28, 2025. Since then, the developer increased lot width to provide more flexibility for residential development. The amended plat now includes 77 lots for single-family development with lot widths ranging from 45 ft to 83 ft, while the approved plat included 85 lots with lot widths ranging from 40 ft to 67 ft. Lot width expansion provides opportunity for floorplan variety, additional garage space or wider driveways and flexibility for structure placement.

FINANCIAL CONSIDERATIONS:

Not applicable

Voting Requirements: Majority of Council

Submitted By:

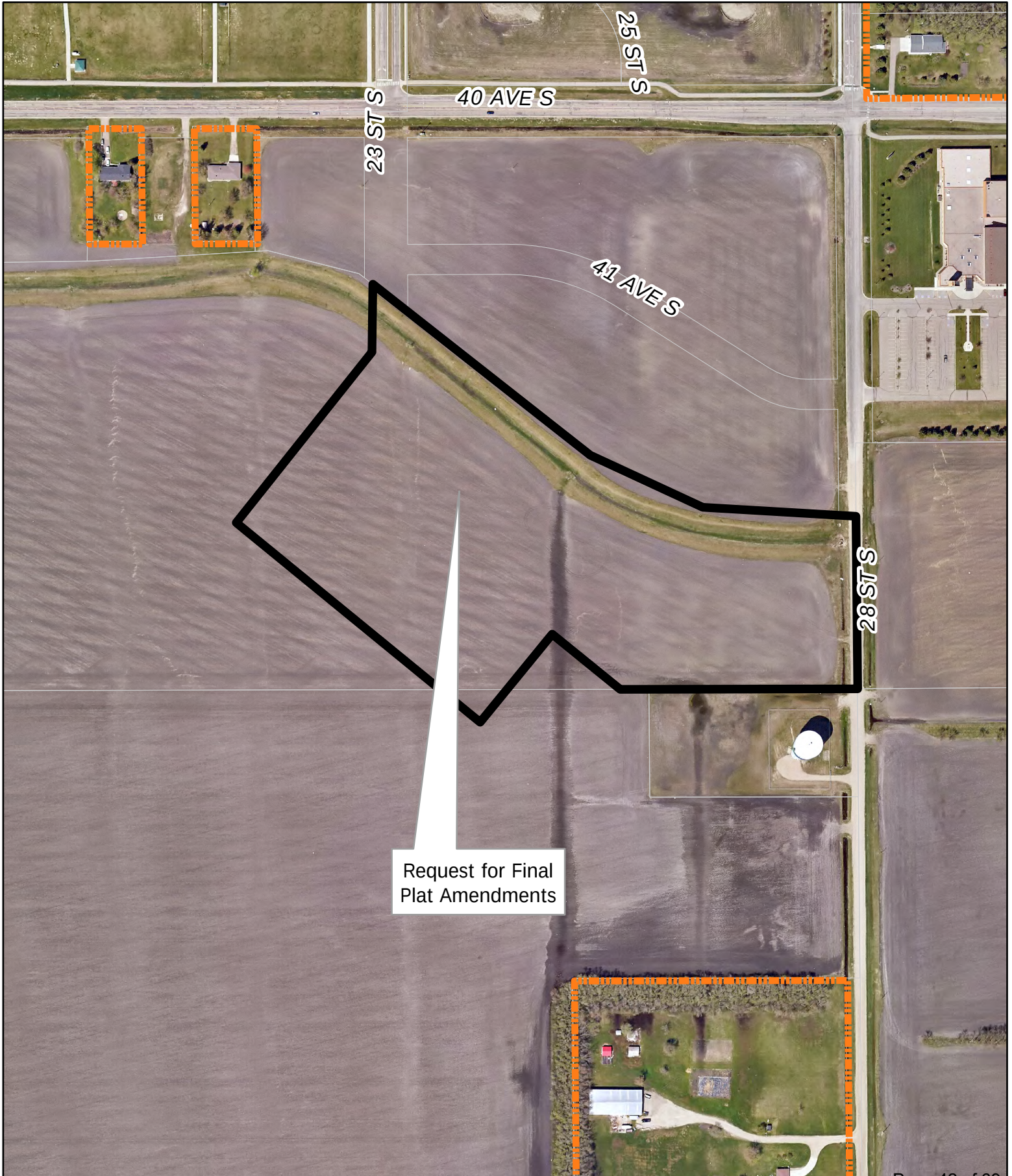
Dan Mahli, City Manager
Robin Huston, City Planner/Zoning Administrator
Brittany Cameron, Assistant City Planner

Attachments: General Location Map
Amended Final Plat
Approved Preliminary & Final Plat
Draft Resolution



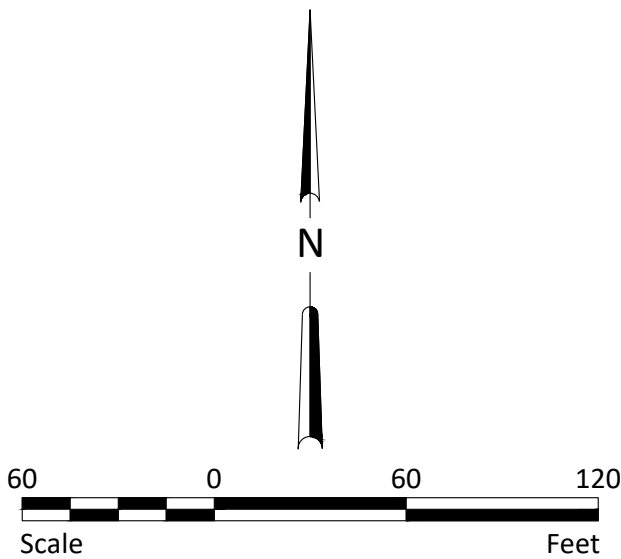
2

**Partridge Creek Addition
General Location Map
4301 28th St S & 0 40th St S
58.900.2855 & 58.900.2865**



PARTRIDGE CREEK ADDITION

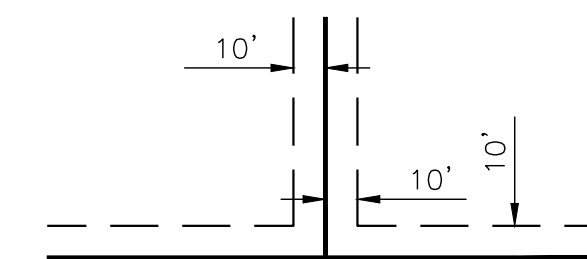
BEING A PLAT OF PART OF THE
NORTHEAST QUARTER OF SECTION 28
TOWNSHIP 139 NORTH, RANGE 48 WEST, 5th P.M.
CITY OF MOORHEAD,
CLAY COUNTY, MINNESOTA



LEGEND

IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
RECORDED DISTANCE	(100.00')
MEASURED DISTANCE	100.01'
RECORDED BEARING	(S00°18'02"E)
MEASURED BEARING	S00°18'02"E

BEARINGS SHOWN ARE BASED ON
MOORHEAD GIS HORIZONTAL DATUM.



BEING 10 FEET IN WIDTH, UNLESS
OTHERWISE INDICATED ON THE PLAT.

UTILITY EASEMENTS
ARE SHOWN THUS

PRELIMINARY PLAT

PARTRIDGE CREEK ADDITION

BEING A PLAT OF PART OF THE
NORTHEAST QUARTER OF SECTION 28
TOWNSHIP 139 NORTH, RANGE 48 WEST, 5th P.M.
CITY OF MOORHEAD,
CLAY COUNTY, MINNESOTA

Owner's Certificate, Dedication, And Acknowledgement:

Know All Persons By These Presents: That Meridian Mortgage, LLC, a North Dakota limited liability company, is the owner and proprietor, and Bank Forward, is the mortgagee, of part of the Northeast Quarter of Section 28, Township 139 North, Range 48 West of the Fifth Principal Meridian, Clay County, Minnesota, described as follows:

Beginning at the southeast corner of Prairie Parkway 2nd Addition to the City of Moorhead, on file at the Clay County Recorder's Office; thence South 89°28'56" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 40.00 feet; thence North 86°06'35" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 315.79 feet; thence North 65°07'53" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 287.27 feet; thence North 51°04'29" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 334.14 feet; thence North 52°36'49" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 309.50 feet; thence South 00°09'54" East for a distance of 159.50 feet; thence South 39°10'09" West for a distance of 508.41 feet; thence South 50°49'51" East for a distance of 733.28 feet; thence North 39°10'09" East for a distance of 266.00 feet; thence South 50°49'51" East for a distance of 205.67 feet to a point of intersection with the southerly line of the Northeast Quarter of said Northeast Quarter; thence North 89°52'46" East, along the southerly line of the Northeast Quarter of said Northeast Quarter, for a distance of 549.88 feet to a point of intersection with the easterly line of said Northeast Quarter; thence North 00°31'04" West, along the easterly line of said Northeast Quarter, for a distance of 399.61 feet to the point of beginning.

Said tract contains 16.808 acres, more or less.

And that the owner has caused the above described tract of land to be surveyed and platted as **Partridge Creek Addition** to the City of Moorhead, Minnesota, and does hereby dedicate and convey to the said City of Moorhead, and to the public, for public use, the public ways and the utility easements shown on the plat.

Owner:
Meridian Mortgage, LLC, a North Dakota limited liability company

Richard R. Jordahl, Member

State of _____)
County of _____)ss

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared Richard R. Jordahl, Member of Meridian Mortgage, LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same on behalf of said limited liability company.

Notary public: _____

Mortgagee:
Bank Forward

Signature

Printed Name & Title

State of _____)
County of _____)ss

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared

_____(name),
_____(title),

with Bank Forward, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same on behalf of Bank Forward.

Notary public: _____

Surveyor's Certificate and Acknowledgement:

I hereby certify that this plat of **Partridge Creek Addition** is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as of the date of the surveyor's certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat. I further certify that this plat was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Curtis A. Skarphol, Licensed Land Surveyor
Minnesota License No. 42303

State of North Dakota)
County of Cass)ss

The foregoing instrument was acknowledged before me this

_____ day of _____, 20____, by Curtis A. Skarphol, Licensed Land Surveyor.

Notary public: _____

City Engineer's Approval:

Tom Trowbridge, City Engineer
City of Moorhead, Minnesota

City Attorney's Approval:

City Attorney approves as to form and content.

Kathryn J. McNamara, City Attorney
City of Moorhead, Minnesota

City Planner/Planning Commission's Recommendation:

At a regular meeting of the planning commission of the City of Moorhead, Minnesota, on this _____ day of _____, 20____, the plat of **Partridge Creek**

Addition to the City of Moorhead, Minnesota, was duly recommended for approval to the city council.

Robin Huston, City Planner
City of Moorhead, Minnesota

City Council's Certificate:

At a regular meeting of the city council of the City of Moorhead, Minnesota, on this _____ day of _____, 20____, the plat of **Partridge Creek Addition** to the City of Moorhead, Minnesota, was duly approved.

Christina Rust, City Clerk
City of Moorhead, Minnesota

Clay County Auditor-Treasurer's Certificate:

Pursuant to Minnesota Statutes, Section 505.21, taxes payable in the year 20____ on the land hereinbefore described have been paid and there are no delinquent taxes. Transfer entered this _____ day of _____, 20____.

Lori J. Johnson, County Auditor-Treasurer
Clay County, Minnesota

Clay County Recorder's Certificate:

State of Minnesota)
County of Clay)ss

Filed for record this _____ day of _____, 20____, at

_____ o'clock____.m., C__T.

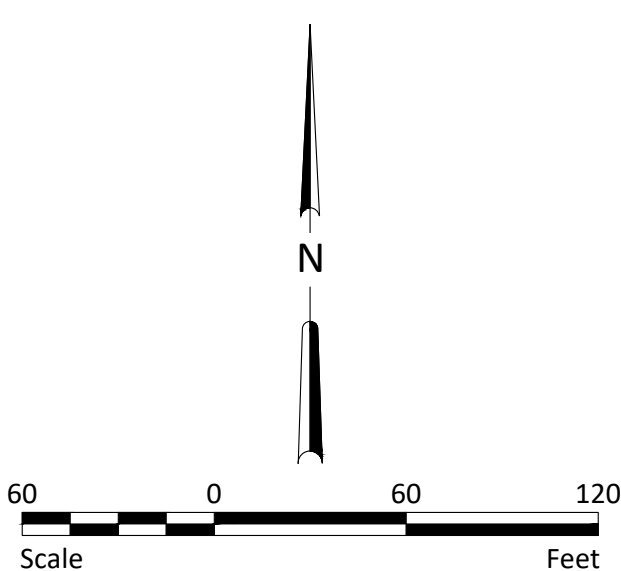
Document No: _____

Kimberly S. Savageau, County Recorder
Clay County, Minnesota

PRELIMINARY PLAT

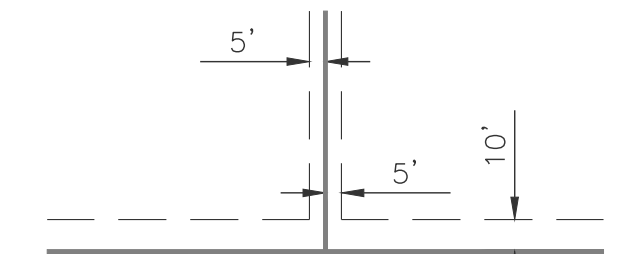
PARTRIDGE CREEK ADDITION

BEING A PLAT OF PART OF THE
NORTHEAST QUARTER OF SECTION 28
TOWNSHIP 139 NORTH, RANGE 48 WEST, 5th P.M.
CITY OF MOORHEAD,
CLAY COUNTY, MINNESOTA



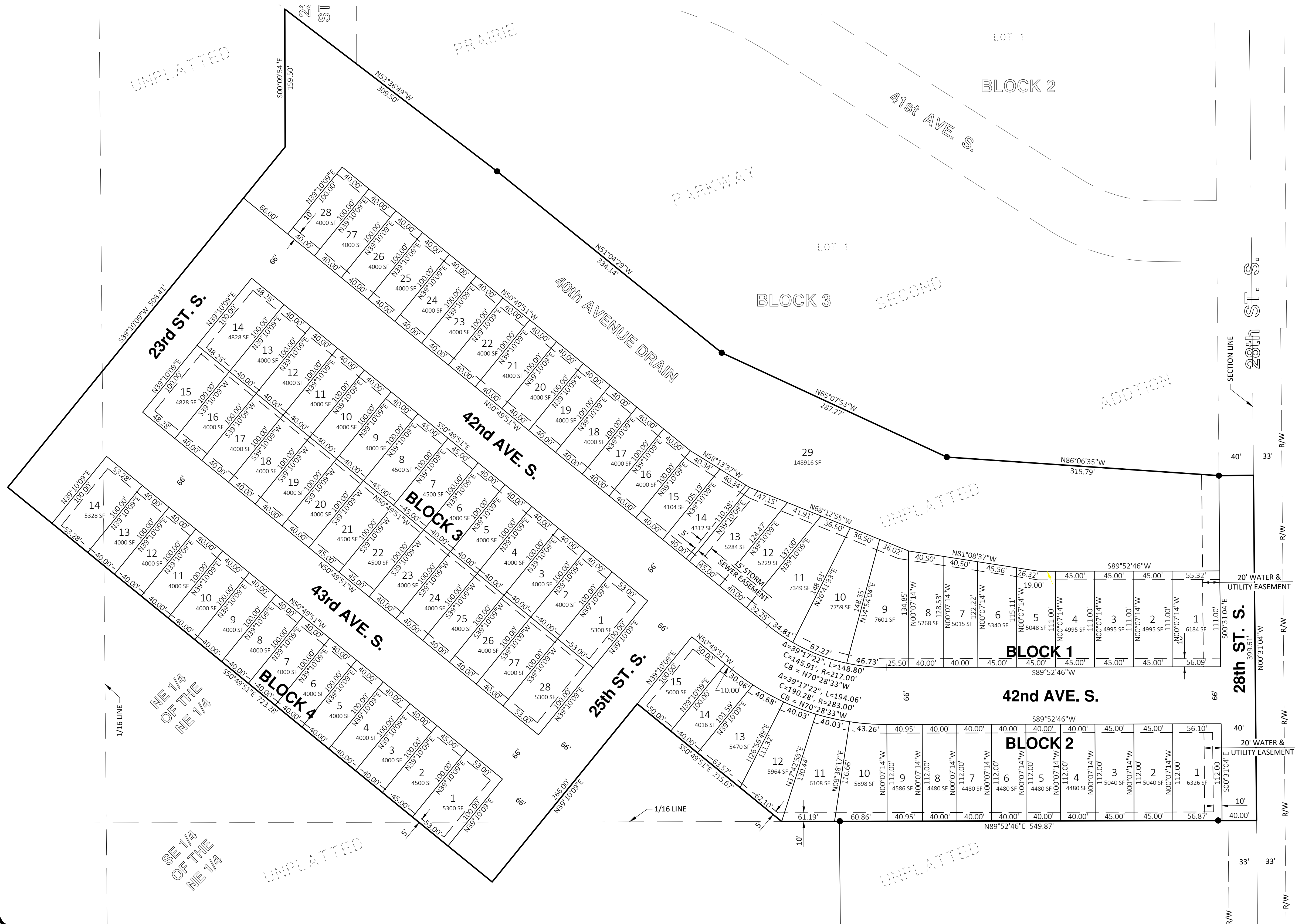
- LEGEND**
- IRON MONUMENT FOUND ●
 - 1/2" I.D. PIPE SET ○
 - RECORDED DISTANCE (100.00')
 - MEASURED DISTANCE 100.01'
 - RECORDED BEARING (S00°18'02"E)
 - MEASURED BEARING S00°18'02"E

BEARINGS SHOWN ARE BASED ON MOORHEAD GIS HORIZONTAL DATUM.

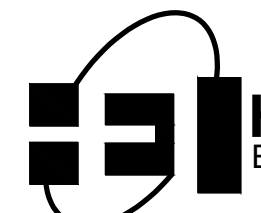


BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.

**UTILITY EASEMENTS
ARE SHOWN THUS**



PRELIMINARY PLAT



HOUSTON
ENGINEERING, INC.

Sheet 1 of 2
Project No. 9004-0023

H:\JBN\9000\9004\9004_0023\CAD\Plat\Partridge Creek Addition.dwg

PARTRIDGE CREEK ADDITION

BEING A PLAT OF PART OF THE
NORTHEAST QUARTER OF SECTION 28
TOWNSHIP 139 NORTH, RANGE 48 WEST, 5th P.M.
CITY OF MOORHEAD,
CLAY COUNTY, MINNESOTA

Owner's Certificate, Dedication, And Acknowledgement:

Know All Persons By These Presents: That Meridian Mortgage, LLC, a North Dakota limited liability company, is the owner and proprietor, and Bank Forward, is the mortgagee, of part of the Northeast Quarter of Section 28, Township 139 North, Range 48 West of the Fifth Principal Meridian, Clay County, Minnesota, described as follows:

Beginning at the southeast corner of Prairie Parkway 2nd Addition to the City of Moorhead, on file at the Clay County Recorder's Office; thence South 89°28'56" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 40.00 feet; thence North 86°06'35" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 315.79 feet; thence North 65°07'53" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 287.27 feet; thence North 51°04'29" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 334.14 feet; thence North 52°36'49" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 309.50 feet; thence South 00°09'54" East for a distance of 159.50 feet; thence South 39°10'09" West for a distance of 508.41 feet; thence South 50°49'51" East for a distance of 723.28 feet; thence North 39°10'09" East for a distance of 266.00 feet; thence South 50°49'51" East for a distance of 215.67 feet to a point of intersection with the southerly line of the Northeast Quarter of said Northeast Quarter; thence North 89°52'46" East, along the southerly line of the Northeast Quarter of said Northeast Quarter, for a distance of 549.87 feet to a point of intersection with the easterly line of said Northeast Quarter; thence North 00°31'04" West, along the easterly line of said Northeast Quarter, for a distance of 399.61 feet to the point of beginning.

Said tract contains 16.747 acres, more or less.

And that the owner has caused the above described tract of land to be surveyed and platted as **Partridge Creek Addition** to the City of Moorhead, Minnesota, and does hereby dedicate and convey to the said City of Moorhead, and to the public, for public use, the public ways and the utility easements shown on the plat

Owner:

Meridian Mortgage, LLC, a North Dakota limited liability company

Richard R. Jordahl, Member

State of _____)
County of _____)ss

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared Richard R. Jordahl, Member of Meridian Mortgage, LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same on behalf of said limited liability company.

Notary public: _____

Mortgagee:
Bank Forward

Signature

Printed Name & Title

State of _____)
County of _____)ss

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared

_____(name),
_____(title),

with Bank Forward, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same on behalf of Bank Forward.

Notary public: _____

Surveyor's Certificate and Acknowledgement:

I hereby certify that this plat of **Partridge Creek Addition** is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as of the date of the surveyor's certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat. I further certify that this plat was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Curtis A. Skarphol, Licensed Land Surveyor
Minnesota License No. 42303

State of North Dakota _____)
County of Cass _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Curtis A. Skarphol, Licensed Land Surveyor.

Notary public: _____

City Engineer's Approval:

Tom Trowbridge, City Engineer
City of Moorhead, Minnesota

City Attorney's Approval:

City Attorney approves as to form and content.

Kathryn J. McNamara, City Attorney
City of Moorhead, Minnesota

City Planner/Planning Commission's Recommendation:

At a regular meeting of the planning commission of the City of Moorhead, Minnesota, on this _____ day of _____, 20____, the plat of **Partridge Creek Addition** to the City of Moorhead, Minnesota, was duly recommended for approval to the city council.

Robin Huston, City Planner
City of Moorhead, Minnesota

City Council's Certificate:

At a regular meeting of the city council of the City of Moorhead, Minnesota, on this _____ day of _____, 20____, the plat of **Partridge Creek Addition** to the City of Moorhead, Minnesota, was duly approved.

Christina Rust, City Clerk
City of Moorhead, Minnesota

Clay County Auditor-Treasurer's Certificate:

Pursuant to Minnesota Statutes, Section 505.21, taxes payable in the year 20____ on the land hereinbefore described have been paid and there are no delinquent taxes. Transfer entered this _____ day of _____, 20____.

Lori J. Johnson, County Auditor-Treasurer
Clay County, Minnesota

Clay County Recorder's Certificate:

State of Minnesota _____)
County of Clay _____)ss

Filed for record this _____ day of _____, 20____, at _____ o'clock____.m., C__T.

Document No: _____

Kimberly S. Savageau, County Recorder
Clay County, Minnesota

PRELIMINARY PLAT

RESOLUTION

Resolution to Approve Amendments to the Final Plat for Partridge Creek Addition

WHEREAS, Partridge Creek Addition was approved by City Council on July 28, 2025, legally described as:

Part of the Northeast Quarter of Section 28, Township 139 North, Range 48 West of the Fifth Principal Meridian, Clay County, Minnesota, described as follows:

Beginning at the southeast corner of Prairie Parkway 2nd Addition to the City of Moorhead, on file at the Clay County Recorder's Office; thence South 89°28'56" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 40.00 feet; thence North 86°06'35" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 315.79 feet; thence North 65°07'53" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 287.27 feet; thence North 51°04'29" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 334.14 feet; thence North 52°36'49" West, along the southerly line of said Prairie Parkway 2nd Addition, for a distance of 309.50 feet; thence South 00°09'54" East for a distance of 159.50 feet; thence South 39°10'09" West for a distance of 508.41 feet; thence South 50°49'51" East for a distance of 733.28 feet; thence North 39°10'09" East for a distance of 266.00 feet; thence South 50°49'51" East for a distance of 205.67 feet to a point of intersection with the southerly line of the Northeast Quarter of said Northeast Quarter; thence North 89°52'46" East, along the southerly line of the Northeast Quarter of said Northeast Quarter, for a distance of 549.88 feet to a point of intersection with the easterly line of said Northeast Quarter; thence North 00°31'04" West, along the easterly line of said Northeast Quarter, for a distance of 399.61 feet to the point of beginning. Said tract contains 16.808 acres, more or less; and

WHEREAS, since that time, various adjustments were made to the plat to increase lot widths to provide more flexibility for residential development.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota that the amendments for the final plat of Partridge Creek Addition are hereby approved contingent upon the following:

- A. Owner shall provide a second access into development with the next phase of the development (second required access is temporarily waived).
- B. Owner shall provide temporary dead-end streets with temporary cul-de-sacs.
- C. Owner shall provide area for a stormwater pond to be constructed on these parcels (58.900.2865 & 58.900.2855) that will need to be completed in advance of or concurrent with the street construction for this addition in 2026.
- D. Owner shall correct plat drawing, as follows:
 - a. A measurement to a quarter section point needs to be shown on the plat.
 - b. A curve table and all curve data is required with dimensions for each of the lots on the 42nd Ave S curve.
 - c. Remove extra 10 ft utility easement from Lot 1, Block 2.
- E. Owner shall provide additional utility and drainage easements, as needed.
- F. Owner shall enter into a developer's agreement with the City of Moorhead.
- G. Owner shall receive all required federal, state and local permits.

PASSED: August 11, 2025 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

August 11, 2025

SUBJECT:

Resolution to Approve Minor Subdivision – 2800 2nd Ave N – Parcel 58.206.0010

RECOMMENDATION:

The Mayor and City Council are asked to consider a resolution to approve a minor subdivision of 2800 2nd Ave N, Parcel 58.206.0010.

BACKGROUND/KEY POINTS:

2810 Second Avenue North, LLC has requested to subdivide the above parcel to separate the existing buildings from the open space to the north, thereby creating an additional buildable lot. The proposal is consistent with Title 11, Chapter 3 of the Moorhead City Code.

FINANCIAL CONSIDERATIONS:

Not Applicable

Voting Requirements: Majority of Council

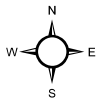
Submitted By:

Dan Mahli, City Manager

Robin Huston, City Planner / Zoning Administrator

Forrest Steinhoff, Assistant City Planner

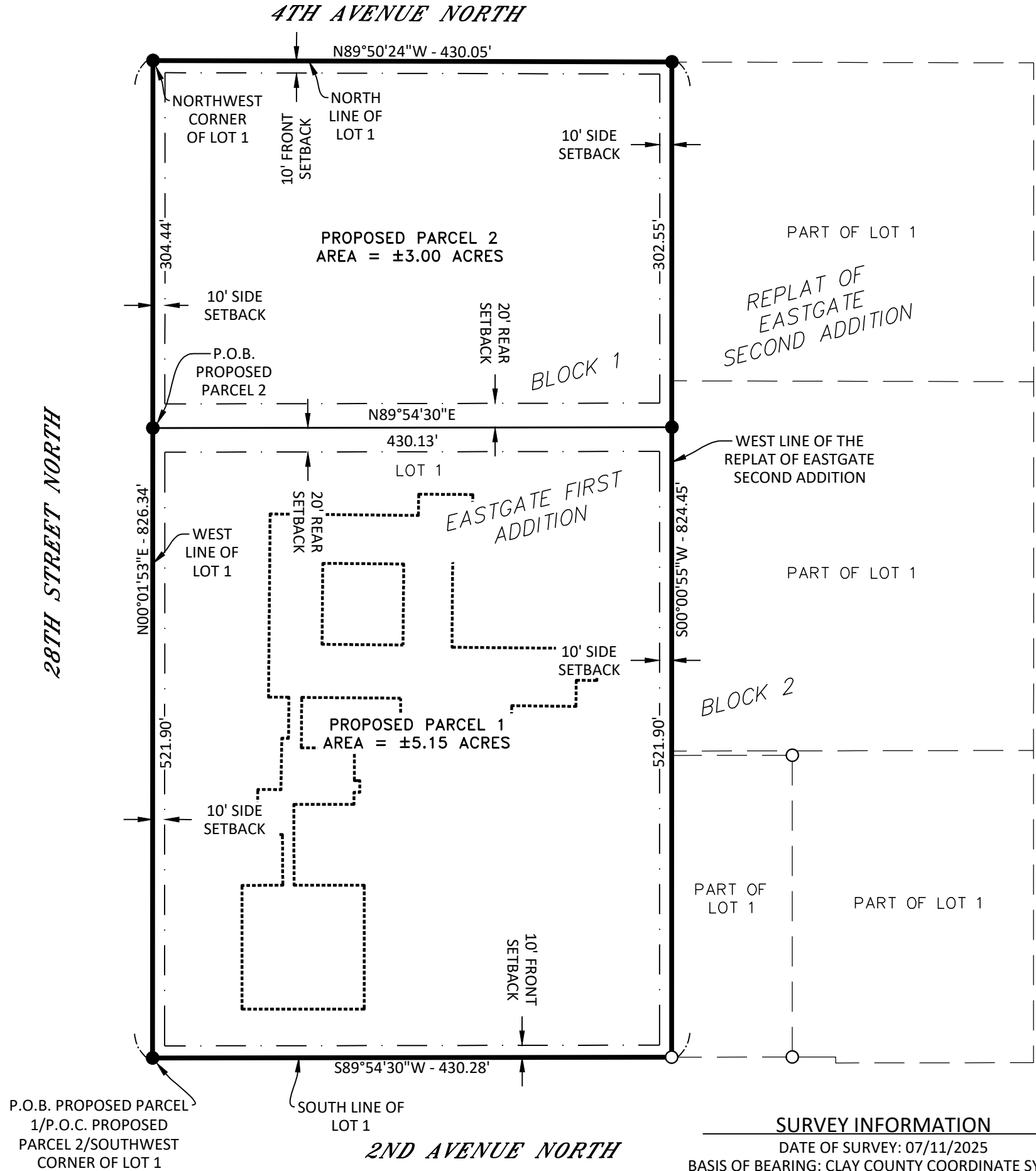
Attachments: General Location Map
Minor Subdivision Plan
Draft Resolution



General Location Map
2800 2nd Ave N
58.206.0010



07/30/25 01:36:15PM Z:\Neset Shared Files\Cole Projects\ 2025_Protects\25003_Moorhead Prop Surveys\ 18_Brian Tulibaski_ 2810 2nd Ave N, Moorhead\2810 2nd Ave N Lot Split.dwg



P.O.B. PROPOSED PARCEL 1/P.O.C. PROPOSED PARCEL 2/SOUTHWEST CORNER OF LOT 1

2ND AVENUE NORTH

SURVEY INFORMATION
DATE OF SURVEY: 07/11/2025
BASIS OF BEARING: CLAY COUNTY COORDINATE SYSTEM

CERTIFICATE OF SURVEY
PARTS OF LOT 1, BLOCK 1, OF EASTGATE FIRST ADDITION
MOORHEAD, CLAY COUNTY, MINNESOTA

PROPOSED PARCEL 1 DESCRIPTION

PART OF LOT 1, BLOCK 1, OF EASTGATE FIRST ADDITION TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°01'53"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 521.90 FEET; THENCE N89°54'30"E ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 430.13 FEET TO THE WEST LINE OF THE REPLAT OF EASTGATE SECOND ADDITION; THENCE S00°00'55"W ALONG SAID WEST LINE A DISTANCE OF 521.90 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°54'30"W ALONG SAID SOUTH LINE A DISTANCE OF 430.28 FEET TO THE SOUTHWEST CORNER OF LOT 1, THE POINT OF BEGINNING.

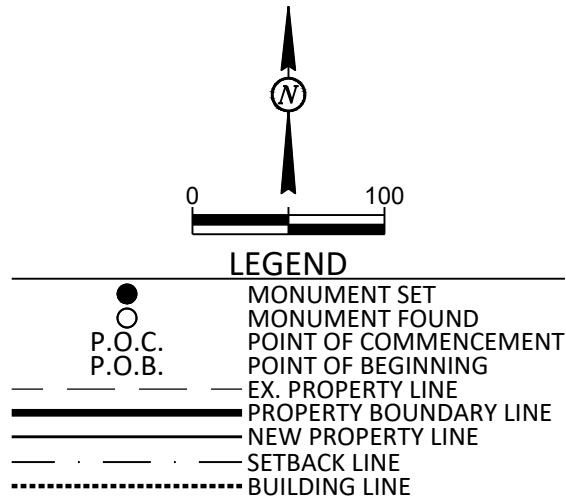
SAID TRACT OF LAND CONTAINS 5.15 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

PROPOSED PARCEL 2 DESCRIPTION

PART OF LOT 1, BLOCK 1, OF EASTGATE FIRST ADDITION TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°01'53"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 521.90 FEET TO THE POINT OF BEGINNING; THENCE N89°54'30"E ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 430.13 FEET TO THE WEST LINE OF THE REPLAT OF EASTGATE SECOND ADDITION; THENCE N00°00'55"E ALONG SAID WEST LINE A DISTANCE OF 302.55 FEET TO THE NORTH LINE OF LOT 1, BLOCK 1, OF EASTGATE FIRST ADDITION; THENCE N89°50'24"W ALONG SAID NORTH LINE A DISTANCE OF 430.05 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°01'53"W ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 304.44 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3.00 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.



PAGE 1 OF 2
DRAWN BY: GCB
CHECKED BY: CAN
DATE: 07/21/2025



RESOLUTION

Resolution to Approve Minor Subdivision – 2800 2nd Avenue N – Parcel 58.206.0010

WHEREAS, 2810 Second Avenue North, LLC has requested a minor subdivision of property at 2800 2nd Avenue N, Parcel 58.206.0010, legally described as:

PARCEL 1

Part Of Lot 1, Block 1, Of Eastgate First Addition To The City Of Moorhead, Clay County, Minnesota, More Particularly Described As Follows:

Beginning At The Southwest Corner Of Said Lot 1; Thence N00°01'53"E Along The West Line Of Said Lot 1 A Distance Of 521.90 Feet; Thence N89°54'30"E Along A Line Parallel With The South Line Of Said Lot 1 A Distance Of 430.13 Feet To The West Line Of The Replat Of Eastgate Second Addition; Thence S00°00'55"W Along Said West Line A Distance Of 521.90 Feet To The South Line Of Said Lot 1; Thence S89°54'30"W Along Said South Line A Distance Of 430.28 Feet To The Southwest Corner Of Lot 1, The Point Of Beginning. Said Tract Of Land Contains 5.15 Acres, More Or Less, And Is Subject To Easements And Rights Of Way Of Record.

PARCEL 2

Part Of Lot 1, Block 1, Of Eastgate First Addition To The City Of Moorhead, Clay County, Minnesota, More Particularly Described As Follows:

Commencing From The Southwest Corner Of Said Lot 1; Thence N00°01'53"E Along The West Line Of Said Lot 1 A Distance Of 521.90 Feet To The Point Of Beginning; Thence N89°54'30"E Along A Line Parallel With The South Line Of Said Lot 1 A Distance Of 430.13 Feet To The West Line Of The Replat Of Eastgate Second Addition; Thence N00°00'55"E Along Said West Line A Distance Of 302.55 Feet To The North Line Of Lot 1, Block 1, Of Eastgate First Addition; Thence N89°50'24"W Along Said North Line A Distance Of 430.05 Feet To The Northwest Corner Of Said Lot 1; Thence S00°01'53"W Along The West Line Of Said Lot 1 A Distance Of 304.44 Feet To The Point Of Beginning. Said Tract Of Land Contains 3.00 Acres, More Or Less, And Is Subject To Easements And Rights Of Way Of Record.

WHEREAS, the City Council of the City of Moorhead finds the minor subdivision consistent with Title 11, Chapter 3 of Moorhead City Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota that the minor subdivision described above is hereby approved contingent upon the following conditions:

1. Applicant/owner to receive all federal, state and local permits.

PASSED: August 11, 2025 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

August 11, 2025

SUBJECT:

Resolution to Approve Minor Subdivision – 4110 34th Ave S – Parcel 58.420.0010

RECOMMENDATION:

The Mayor and City Council are asked to consider a resolution to approve a minor subdivision of 4110 34th Ave S, Parcel 58.420.0010.

BACKGROUND/KEY POINTS:

MHM Property Investment, LLC has requested to subdivide the above parcel to separate the Beacon Building Product office located at 4110 34th Ave S from TRJ Logistics, Inc. and Alexandria Gravel Products office and shop located at 4116 34th Ave S. The proposal is consistent with Title 11, Chapter 3 of the Moorhead City Code.

FINANCIAL CONSIDERATIONS:

Not Applicable

Voting Requirements: Majority of Council

Submitted By:

Dan Mahli, City Manager
Robin Huston, City Planner / Zoning Administrator
Brittany Cameron, Assistant City Planner

Attachments: General Location Map
Minor Subdivision Plan
Draft Resolution



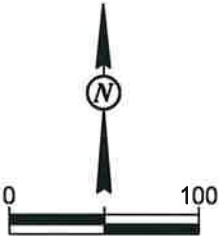
2

Minor Subdivision
General Location Map
4110 34th Ave S
58.420.0010



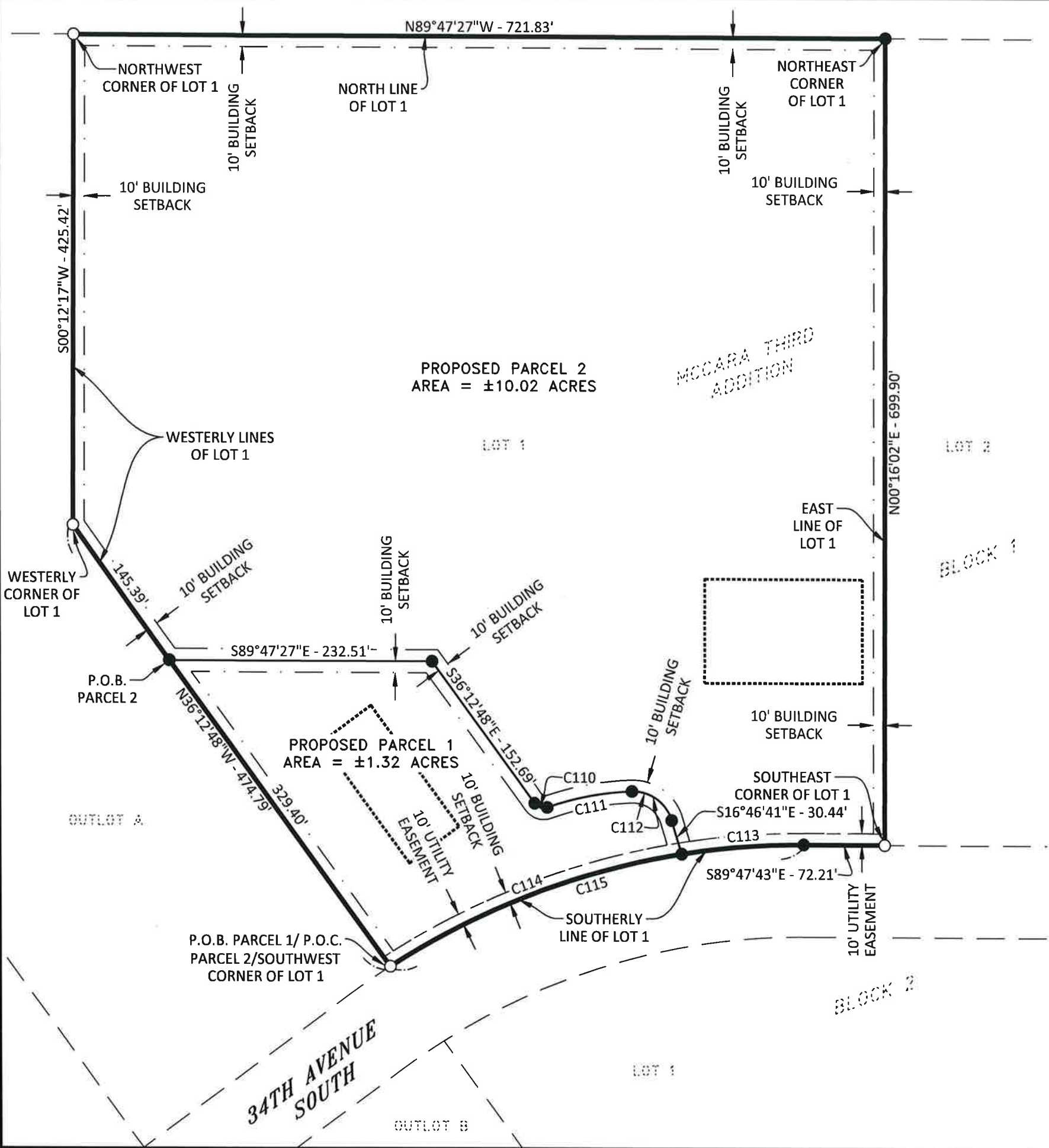
CERTIFICATE OF SURVEY
LOT 1, BLOCK 1, OF MCCARA THIRD ADDITION
MOORHEAD, CLAY COUNTY, MINNESOTA

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C110	12.73'	10.00'	72°57'55"	S72°41'45"E	11.89'
C111	77.10'	257.00'	17°11'23"	N79°24'59"E	76.82'
C112	46.60'	35.50'	75°12'39"	S54°23'00"E	43.33'
C113	108.82'	680.00'	9°10'10"	N85°37'12"E	108.71'
C114	278.82'	680.00'	23°29'35"	S69°17'20"W	276.87'
C115	387.64'	680.00'	32°39'44"	S73°52'25"W	382.42'



LEGEND	
	MONUMENT FOUND
	MONUMENT SET
	P.O.C.
	P.O.B.
	POINT OF COMMENCEMENT
	POINT OF BEGINNING
	EX. EASEMENT
	EX. PROPERTY LINE
	PROPERTY BOUNDARY LINE
	NEW PROPERTY LINE
	BUILDING SETBACK
	BUILDING LINE

SURVEY INFORMATION
DATE OF SURVEY: 07/11/2025
BASIS OF BEARING: CLAY COUNTY COORDINATE SYSTEM



LOT 1, BLOCK 1, OF MCCARA THIRD ADDITION
MOORHEAD, CLAY COUNTY, MINNESOTA

PART OF LOT 1, BLOCK 1, OF MCCARA THIRD ADDITION TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT OF LAND CONTAINS 1.32 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

PART OF LOT 1, BLOCK 1, OF MCCARA THIRD ADDITION TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

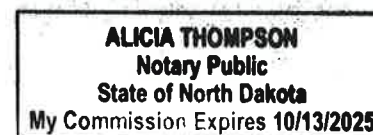
SAID TRACT OF LAND CONTAINS 10.02 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

I COLE A. NESET HEREBY CERTIFY THAT THIS SURVEY, PLAN, AND/OR REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

7-18-5
DATE:

ON THIS 18th DAY OF July, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

Alicia Thompson
NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA



RESOLUTION

Resolution to Approve Minor Subdivision – 4110 34th Avenue S – Parcel 58.420.0010

WHEREAS, MHM Property Investments, LLC has requested a minor subdivision of property at 4110 34th Avenue S, Parcel 58.420.0010, legally described as:

PARCEL 1

Part Of Lot 1, Block 1, Of MCCARA Third Addition To The City Of Moorhead, Clay County, Minnesota, More Particularly Described As Follows:

Beginning At The Southwest Corner Of Said Lot 1; Thence N36°12'48"W Along The Westerly Line Of Said Lot 1 A Distance Of 329.40 Feet To A Point On A Line Parallel With The North Line Of Said Lot 1; Thence S89°47'27"E Along Said Parallel Line A Distance Of 232.51 Feet To A Point On A Line Parallel With The Westerly Line Of Said Lot 1; Thence S36°12'48"E Along Said Parallel Line A Distance Of 152.69 Feet; Thence Southeasterly Along A Curve Concave To The Northeast With An Arc Length Of 12.73 Feet, A Radius Of 10.00 Feet, A Delta Angle Of 72°57'55", With A Chord Bearing Of S72°41'45"E, And A Chord Length Of 11.89 Feet; Thence Easterly Along A Curve Concave To The South With An Arc Length Of 77.10 Feet, A Radius Of 257.00 Feet, A Delta Angle Of 17°11'23", With A Chord Bearing Of N79°24'59"E, And A Chord Length Of 76.82 Feet; Thence Southeasterly Along A Curve Concave To The Southwest With An Arc Length Of 46.60 Feet, A Radius Of 35.50 Feet, A Delta Angle Of 75°12'39", With A Chord Bearing Of S54°23'00"E, And A Chord Length Of 43.33 Feet; Thence S16°46'41"E A Distance Of 30.44 Feet To The Southerly Line Of Lot 1; Thence Southwesterly Along Said Southerly Line And A Curve Concave To The Southeast With An Arc Length Of 278.82 Feet, A Radius Of 680.00 Feet, A Delta Angle Of 23°29'35", With A Chord Bearing Of S69°17'20"W, And A Chord Length Of 276.87 Feet To The Southwest Corner Of Lot 1, The Point Of Beginning. Said Tract Of Land Contains 1.32 Acres, More Or Less, And Is Subject To Easements And Rights Of Way Of Record.

PARCEL 2

Part Of Lot 1, Block 1, Of MCCARA Third Addition To The City Of Moorhead, Clay County, Minnesota, More Particularly Described As Follows:

Commencing From The Southwest Corner Of Said Lot 1; Thence N36°12'48"W Along The Westerly Line Of Said Lot 1 A Distance Of 329.40 Feet To A Point On A Line Parallel With The North Line Of Said Lot 1; Thence S89°47'27"E Along Said Parallel Line A Distance Of 232.51 Feet To A Point On A Line Parallel With The Westerly Line Of Said Lot 1; Thence S36°12'48"E Along Said Parallel Line A Distance Of 152.69 Feet; Thence Southeasterly Along A Curve Concave To The Northeast With An Arc Length Of 12.73 Feet, A Radius Of 10.00 Feet, A Delta Angle Of 72°57'55", With A Chord Bearing Of S72°41'45"E, And A Chord Length Of 11.89 Feet; Thence Easterly Along A Curve Concave To The South With An Arc Length Of 77.10 Feet, A Radius Of 257.00 Feet, A Delta Angle Of 17°11'23", With A Chord Bearing Of N79°24'59"E, And A Chord Length Of 76.82 Feet; Thence Southeasterly Along A Curve Concave To The Southwest With An Arc Length Of 46.60 Feet, A Radius Of 35.50 Feet, A Delta Angle Of 75°12'39", With A Chord Bearing Of S54°23'00"E, And A Chord Length Of 43.33 Feet; Thence S16°46'41"E A Distance Of 30.44 Feet To The Southerly Line Of Lot 1; Thence Easterly Along The Southerly Line Of Lot 1 Along A Curve Concave To The South With An Arc Length Of 108.82 Feet, A Radius Of 680.00 Feet, A Delta Angle Of 9°10'10", With A Chord Bearing Of N85°37'12"W, And A Chord Length Of 108.71 Feet; Thence S89°47'43"E A Distance Of 72.21 Feet To The Southeast Corner Of Said Lot 1; Thence N00°16'02"E Along The East Line Of Lot 1 A Distance Of 699.90 Feet To The Northeast Corner Of Lot 1; Thence N89°47'27"W Along The North Line Of Lot 1 A Distance Of 721.83 Feet To The Northwest Corner Of Lot 1; Thence S00°12'17"W Along The Westerly Line Of Lot 1 A Distance Of 425.42; Thence S36°12'48"E Along The Westerly Line Of Said Lot 1 A Distance Of 145.39 Feet To The Point Of Beginning. Said Tract Of Land Contains 10.02 Acres, More Or Less, And Is Subject To Easements And Rights Of Way Of Record.

WHEREAS, the City Council of the City of Moorhead finds the minor subdivision consistent with Title 11, Chapter 3 of Moorhead City Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota that the minor subdivision described above is hereby approved contingent upon the following conditions:

1. Applicant/owner must record a utility easement at the Clay County Recorder's Office for the shared sanitary sewer line (from boulevard stub to manhole and then east-west to buildings).
2. Applicant/owner must also record other easements at the Clay County Recorder's Office if there are any other shared utilities between buildings.
3. Applicant/owner must plant 43 6-foot coniferous trees or shrubs along the western fence line/new property line for Parcel 2 (on the applicant's side of fence) to screen outdoor storage yard from Main Avenue SE to become compliant with MCCARA 3rd Addition Covenant requirements and the approved site plan by September 1, 2026.
4. It is recommended that the applicant/owner record an access easement at the Clay County Recorder's Office for the shared access apron.
5. Applicant/owner to receive all federal, state and local permits.

PASSED: August 11, 2025 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

August 11, 2025

SUBJECT:

Resolution to Approve Minor Subdivision – 2400 38th Ave S – Parcel 58.623.0670

RECOMMENDATION:

The Mayor and City Council are asked to consider a resolution to approve a minor subdivision of 2400 38th Ave S, Parcel 58.623.0670.

BACKGROUND/KEY POINTS:

Lowry Engineering, on behalf of Prairie Parkway Plaza, LLC, has requested to subdivide the above parcel to create three additional single-family lots. The proposal is consistent with Title 11, Chapter 3 of the Moorhead City Code.

FINANCIAL CONSIDERATIONS:

Not Applicable

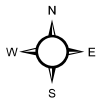
Voting Requirements: Majority of Council

Submitted By:

Dan Mahli, City Manager

Robin Huston, City Planner / Zoning Administrator

Attachments: General Location Map
Minor Subdivision Plan
Draft Resolution



General Location Map
2400 38th Ave S
58.623.0670

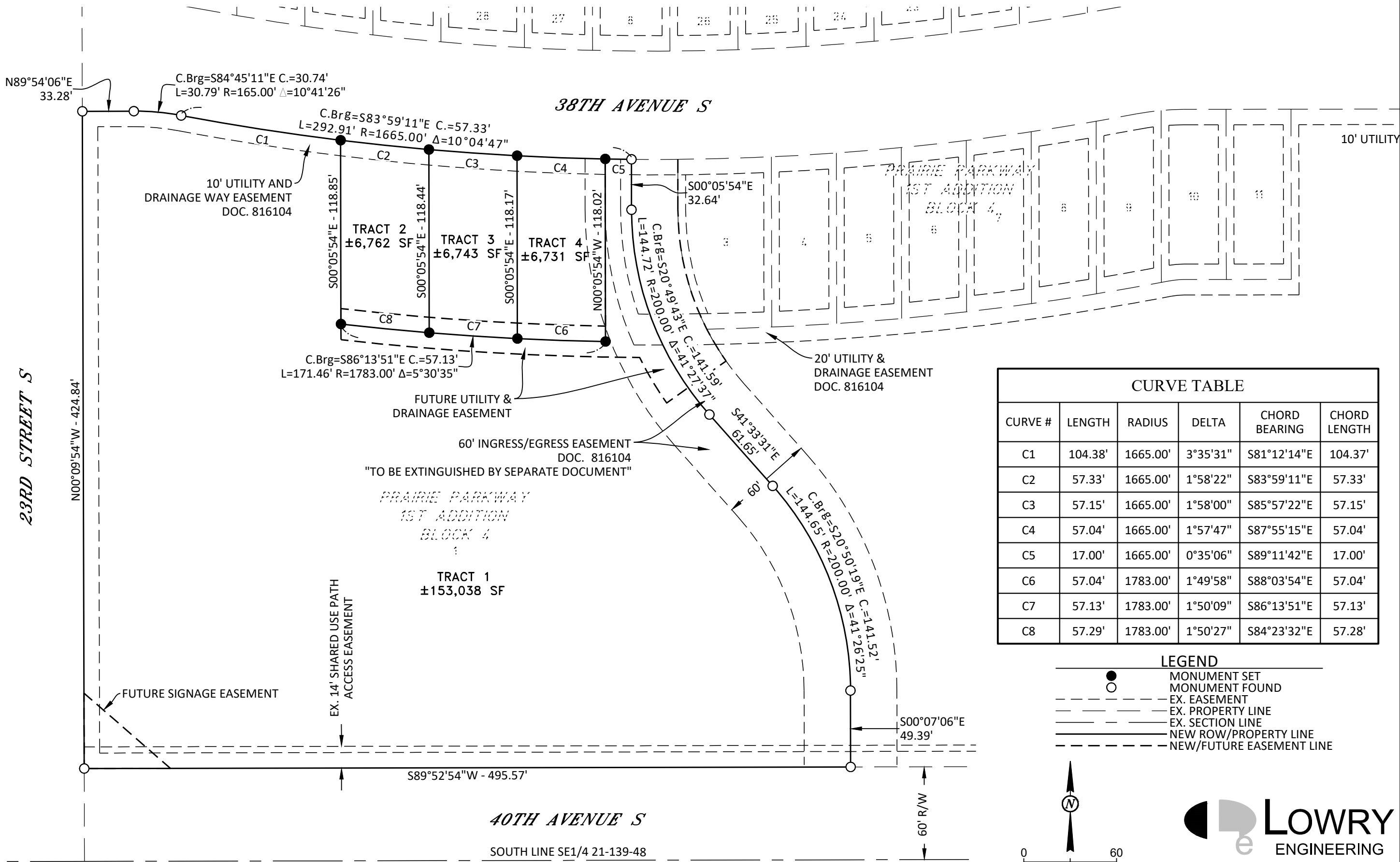


Request for
Minor Subdivision

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CERTIFICATE OF SURVEY

PART OF LOT 1, BLOCK 4, PRAIRIE PARKWAY 1ST ADDITION TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA



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CERTIFICATE OF SURVEY

PART OF LOT 1, BLOCK 4, PRAIRIE PARKWAY 1ST ADDITION TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA

TRACT 1 DESCRIPTION

PART OF LOT 1, BLOCK 4, OF PRAIRIE PARKWAY ADDITION, TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 4 OF PRAIRIE PARKWAY ADDITION; THENCE S00°05'54""E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 32.64 FEET; THENCE SOUTHERLY 144.72 FEET ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 41°27'37", A CHORD BEARING OF S20°49'43"E, AND A CHORD LENGTH OF 141.59 FEET; THENCE S41°33'31"E A DISTANCE OF 61.65 FEET; THENCE SOUTHERLY 144.65 FEET ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 41°26'25", A CHORD BEARING OF S20°50'19"E, AND A CHORD LENGTH OF 141.52 FEET; THENCE S00°07'06"E A DISTANCE OF 49.39 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°52'54"W ALONG SAID SOUTH LINE A DISTANCE OF 495.57 FEET TO THE WEST LINE OF SAID LOT 1; THENCE N00°09'54"W ALONG SAID WEST LINE A DISTANCE OF 424.84 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE N89°54'06"E A DISTANCE OF 33.28 FEET; THENCE EASTERLY 30.79 FEET ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 10°41'26", A CHORD BEARING OF S84°45'11"E, AND A CHORD DISTANCE OF 30.74 FEET; THENCE EASTERLY 104.38 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1665.00 FEET, A CENTRAL ANGLE OF 3°35'31", A CHORD BEARING OF S81°12'14"E, AND A CHORD DISTANCE OF 104.37 FEET; THENCE S00°05'54"E A DISTANCE OF 118.85 FEET; THENCE EASTERLY 171.46 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1783.00 FEET, A CENTRAL ANGLE OF 5°30'35", A CHORD BEARING OF S86°13'51"E, AND A CHORD DISTANCE OF 57.13 FEET; THENCE N00°05'54"W A DISTANCE OF 118.02 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EASTERLY 17.00 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1665.00 FEET, A CENTRAL ANGLE OF 0°35'06", A CHORD BEARING OF S89°11'42"E, AND A CHORD DISTANCE OF 57.04 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS ±153,038 SQUARE FEET MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

TRACT 2 DESCRIPTION

PART OF LOT 1, BLOCK 4, OF PRAIRIE PARKWAY ADDITION, TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 4 OF PRAIRIE PARKWAY ADDITION; THENCE WESTERLY 131.20 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1665.00 FEET, A CENTRAL ANGLE OF 4°30'53", A CHORD BEARING OF N87°13'48"W AND A CHORD LENGTH OF 131.16 FEET TO THE POINT OF BEGINNING; THENCE S00°05'54"E A DISTANCE OF 118.44 FEET; THENCE WESTERLY 57.29 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1783.00 FEET, A CENTRAL ANGLE OF 1°50'27", A CHORD BEARING OF N84°23'32"W, AND A CHORD LENGTH OF 57.28 FEET; THENCE N00°05'54"W A DISTANCE OF 118.85 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EASTERLY 57.33 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1665.00 FEET, A CENTRAL ANGLE OF 1°58'22", A CHORD BEARING OF S83°59'11"E, AND A CHORD LENGTH OF 57.33 FEET TO THE POINT OF BEGINNING .

SAID TRACT OF LAND CONTAINS ±6,762 SQUARE FEET MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

TRACT 3 DESCRIPTION

PART OF LOT 1, BLOCK 4, OF PRAIRIE PARKWAY ADDITION, TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 4 OF PRAIRIE PARKWAY ADDITION; THENCE WESTERLY 74.05 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1665.00 FEET, A CENTRAL ANGLE OF 2°32'53", A CHORD BEARING OF N88°12'48"W AND A CHORD LENGTH OF 74.04 FEET TO THE POINT OF BEGINNING; THENCE S00°05'54"E A DISTANCE OF 118.17 FEET; THENCE WESTERLY 57.13 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1783.00 FEET, A CENTRAL ANGLE OF 1°50'09", A CHORD BEARING OF N86°13'51"W AND A CHORD LENGTH OF 57.13 FEET; THENCE N00°05'54"W A DISTANCE OF 118.44 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EASTERLY 57.15 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1665.00 FEET, A CENTRAL ANGLE OF 1°58'00", A CHORD BEARING OF S85°57'22"E, AND A CHORD LENGTH OF 57.15 FEET TO THE POINT OF BEGINNING .

SAID TRACT OF LAND CONTAINS ±6,743 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

TRACT 4 DESCRIPTION

PART OF LOT 1, BLOCK 4, OF PRAIRIE PARKWAY ADDITION, TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 4 OF PRAIRIE PARKWAY ADDITION; THENCE WESTERLY 17.00 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1665.00 FEET, A CENTRAL ANGLE OF 0°35'06", A CHORD BEARING OF N89°11'42"W AND A CHORD LENGTH OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE S00°05'54"E A DISTANCE OF 118.02 FEET; THENCE WESTERLY 57.04 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1783.00 FEET, A CENTRAL ANGLE OF 1°49'58", A CHORD BEARING OF N88°03'54"W AND A CHORD LENGTH OF 57.04 FEET; THENCE N00°05'54"W A DISTANCE OF 118.17 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EASTERLY 57.04 FEET ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1665.00 FEET, A CENTRAL ANGLE OF 1°57'47", A CHORD BEARING OF S87°55'15"E, AND A CHORD LENGTH OF 57.04 FEET TO THE POINT OF BEGINNING .

SAID TRACT OF LAND CONTAINS ±6,731 SQUARE FEET MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEYORS CERTIFICATE

I COLE A. NESET HEREBY CERTIFY THAT THIS SURVEY, PLAN, AND/OR REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

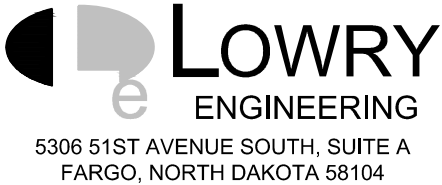
COLE A. NESET
PROFESSIONAL LAND SURVEYOR
MINNESOTA LICENSE No. 49984

DATE:

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA



RESOLUTION

Resolution to Approve Minor Subdivision – 2400 38th Avenue S – Parcel 58.623.0670

WHEREAS, Lowry Engineering, on behalf of Prairie Parkway Plaza, LLC, has requested a minor subdivision of property at 2400 38th Avenue S, Parcel 58.420.0010, legally described as:

Tract 1

Part Of Lot 1, Block 4, Of Prairie Parkway Addition, To The City Of Moorhead, Clay County, Minnesota
More Particularly Described As Follows:

Beginning At The Northeast Corner Of Lot 1, Block 4 Of Prairie Parkway Addition; Thence S00°05'54"E Along The East Line Of Said Lot 1 A Distance Of 32.64 Feet; Thence Southerly 144.72 Feet Along A Curve Concave To The East Having A Radius Of 200.00 Feet, A Central Angle Of 41°27'37", A Chord Bearing Of S20°49'43"E, And A Chord Length Of 141.59 Feet; Thence S41°33'31"E A Distance Of 61.65 Feet; Thence Southerly 144.65 Feet Along A Curve Concave To The West Having A Radius Of 200.00 Feet, A Central Angle Of 41°26'25", A Chord Bearing Of S20°50'19"E, And A Chord Length Of 141.52 Feet; Thence S00°07'06"E A Distance Of 49.39 Feet To The South Line Of Said Lot 1; Thence S89°52'54"W Along Said South Line A Distance Of 495.57 Feet To The West Line Of Said Lot 1; Thence N00°09'54"W Along Said West Line A Distance Of 424.84 Feet To The North Line Of Said Lot 1; Thence N89°54'06"E A Distance Of 33.28 Feet; Thence Easterly 30.79 Feet Along A Curve Concave To The South Having A Radius Of 165.00 Feet, A Central Angle Of 10°41'26", A Chord Bearing Of S84°45'11"E, And A Chord Distance Of 30.74 Feet; Thence Easterly 104.38 Feet Along A Curve Concave To The North Having A Radius Of 1665.00 Feet, A Central Angle Of 3°35'31", A Chord Bearing Of S81°12'14"E, And A Chord Distance Of 104.37 Feet; Thence S00°05'54"E A Distance Of 118.85 Feet; Thence Easterly 171.46 Feet Along A Curve Concave To The North Having A Radius Of 1783.00 Feet, A Central Angle Of 5°30'35", A Chord Bearing Of S86°13'51"E, And A Chord Distance Of 57.13 Feet; Thence N00°05'54"W A Distance Of 118.02 Feet To The North Line Of Said Lot 1; Thence Easterly 17.00 Feet Along A Curve Concave To The North Having A Radius Of 1665.00 Feet, A Central Angle Of 0°35'06", A Chord Bearing Of S89°11'42"E, And A Chord Distance Of 57.04 Feet To The Point Of Beginning. Said Tract Of Land Contains ±153,038 Square Feet More Or Less, And Is Subject To Easements And Rights Of Way Of Record;

Tract 2

Part Of Lot 1, Block 4, Of Prairie Parkway Addition, To The City Of Moorhead, Clay County, Minnesota
More Particularly Described As Follows:

Commencing From The Northeast Corner Of Lot 1, Block 4 Of Prairie Parkway Addition; Thence Westerly 131.20 Feet Along A Curve Concave To The North Having A Radius Of 1665.00 Feet, A Central Angle Of 4°30'53", A Chord Bearing Of N87°13'48"W And A Chord Length Of 131.16 Feet To The Point Of Beginning; Thence S00°05'54"E A Distance Of 118.44 Feet; Thence Westerly 57.29 Feet Along A Curve Concave To The North Having A Radius Of 1783.00 Feet, A Central Angle Of 1°50'27", A Chord Bearing Of N84°23'32"W, And A Chord Length Of 57.28 Feet; Thence N00°05'54"W A Distance Of 118.85 Feet To The North Line Of Said Lot 1; Thence Easterly 57.33 Feet Along A Curve Concave To The North Having A Radius Of 1665.00 Feet, A Central Angle Of 1°58'22", A Chord Bearing Of S83°59'11"E, And A Chord Length Of 57.33 Feet To The Point Of Beginning. Said Tract Of Land Contains ±6,762 Square Feet More Or Less, And Is Subject To Easements And Rights Of Way Of Record;

Tract 3

Part Of Lot 1, Block 4, Of Prairie Parkway Addition, To The City Of Moorhead, Clay County, Minnesota
More Particularly Described As Follows:

Commencing From The Northeast Corner Of Lot 1, Block 4 Of Prairie Parkway Addition; Thence Westerly 74.05 Feet Along A Curve Concave To The North Having A Radius Of 1665.00 Feet, A Central Angle Of 2°32'53", A Chord Bearing Of N88°12'48"W And A Chord Length Of 74.04 Feet To The Point Of Beginning; Thence S00°05'54"E A Distance Of 118.17 Feet; Thence Westerly 57.13 Feet Along A Curve Concave To The North Having A Radius Of 1783.00 Feet, A Central Angle Of 1°50'09", A Chord Bearing Of N86°13'51"W And A Chord Length Of 57.13 Feet; Thence N00°05'54"W A Distance Of 118.44 Feet To

The North Line Of Said Lot 1; Thence Easterly 57.15 Feet Along A Curve Concave To The North Having A Radius Of 1665.00 Feet, A Central Angle Of 1°58'00", A Chord Bearing Of S85°57'22"E, And A Chord Length Of 57.15 Feet To The Point Of Beginning. Said Tract Of Land Contains ±6,743 Square Feet, More Or Less, And Is Subject To Easements And Rights Of Way Of Record;

Tract 4 Description

Part Of Lot 1, Block 4, Of Prairie Parkway Addition, To The City Of Moorhead, Clay County, Minnesota More Particularly Described As Follows

Commencing From The Northeast Corner Of Lot 1, Block 4 Of Prairie Parkway Addition; Thence Westerly 17.00 Feet Along A Curve Concave To The North Having A Radius Of 1665.00 Feet, A Central Angle Of 0°35'06", A Chord Bearing Of N89°11'42"W And A Chord Length Of 17.00 Feet To The Point Of Beginning; Thence S00°05'54"E A Distance Of 118.02 Feet; Thence Westerly 57.04 Feet Along A Curve Concave To The North Having A Radius Of 1783.00 Feet, A Central Angle Of 1°49'58", A Chord Bearing Of N88°03'54"W And A Chord Length Of 57.04 Feet; Thence N00°05'54"W A Distance Of 118.17 Feet To The North Line Of Said Lot 1; Thence Easterly 57.04 Feet Along A Curve Concave To The North Having A Radius Of 1665.00 Feet, A Central Angle Of 1°57'47", A Chord Bearing Of S87°55'15"E, And A Chord Length Of 57.04 Feet To The Point Of Beginning. Said Tract Of Land Contains ±6,731 Square Feet More Or Less And Is Subject To Easements And Rights Of Way Of Record; and

WHEREAS, the City Council of the City of Moorhead finds the minor subdivision consistent with Title 11, Chapter 3 of Moorhead City Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota that the minor subdivision described above is hereby approved contingent upon the following conditions:

1. Owner to record required utility and drainage easements at the Clay County Recorder's Office prior to development of Tracts 2-4.
2. Owner to extinguish 60-foot ingress/egress easement, Document 816104, prior to development of Tract 4.
3. Owner to receive all federal, state and local permits.

PASSED: August 11, 2025 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk



City Council Communication

August 11, 2025

SUBJECT:

Resolution to Approve Minor Subdivision – Parcels 21.032.4200 & 21.032.4202

RECOMMENDATION:

The Mayor and City Council are asked to consider a resolution to approve a minor subdivision of Parcels 21.032.4200 & 21.032.4202 within the Clay County Urban Expansion District.

BACKGROUND/KEY POINTS:

Neset Land Surveys, on behalf of C. Arneson, has requested to subdivide the above parcels in the Clay County Urban Expansion District to create one additional lot around an existing wireless telecommunications tower lease area and to adjust lot lines so that existing structures meet required setbacks. The City of Moorhead has subdivision jurisdiction over properties within this District, which is approximately two miles from city limits. The proposal is consistent with Title 11, Chapter 3 of the Moorhead City Code.

FINANCIAL CONSIDERATIONS:

Not Applicable

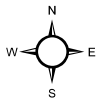
Voting Requirements: Majority of Council

Submitted By:

Dan Mahli, City Manager

Robin Huston, City Planner / Zoning Administrator

Attachments: General Location Map
Minor Subdivision Plan
Draft Resolution



General Location Map

5608 Hwy 75 S & 5686 Hwy 75 S
21.032.4200 & 21.032.4202



CERTIFICATE OF SURVEY

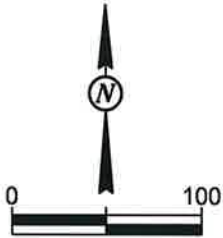
TRACTS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 139 NORTH,
RANGE 48 WEST OF THE FIFTH PRINCIPAL MERIDIAN
CLAY COUNTY, MINNESOTA

NOTES

1. 10' LABELS DEPICTED HEREON ARE 10'
BUILDING SETBACKS.

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	105.46'	S89°25'02"E
L2	11.49'	S0°24'36"W
L3	60.59'	S89°25'02"E
L4	11.49'	N0°22'45"E
L5	60.37'	S89°25'02"E
L6	11.09'	S0°20'44"W
L7	60.44'	S89°59'47"E
L8	10.48'	N0°17'52"E
L9	95.16'	N89°38'52"E
L10	44.23'	N1°12'58"W
L11	79.24'	N89°55'41"W
L12	21.49'	N0°00'43"W
L13	23.56'	S88°37'47"W
L14	20.89'	S0°08'49"W
L15	8.75'	S89°55'41"E
L16	44.92'	S0°08'49"W



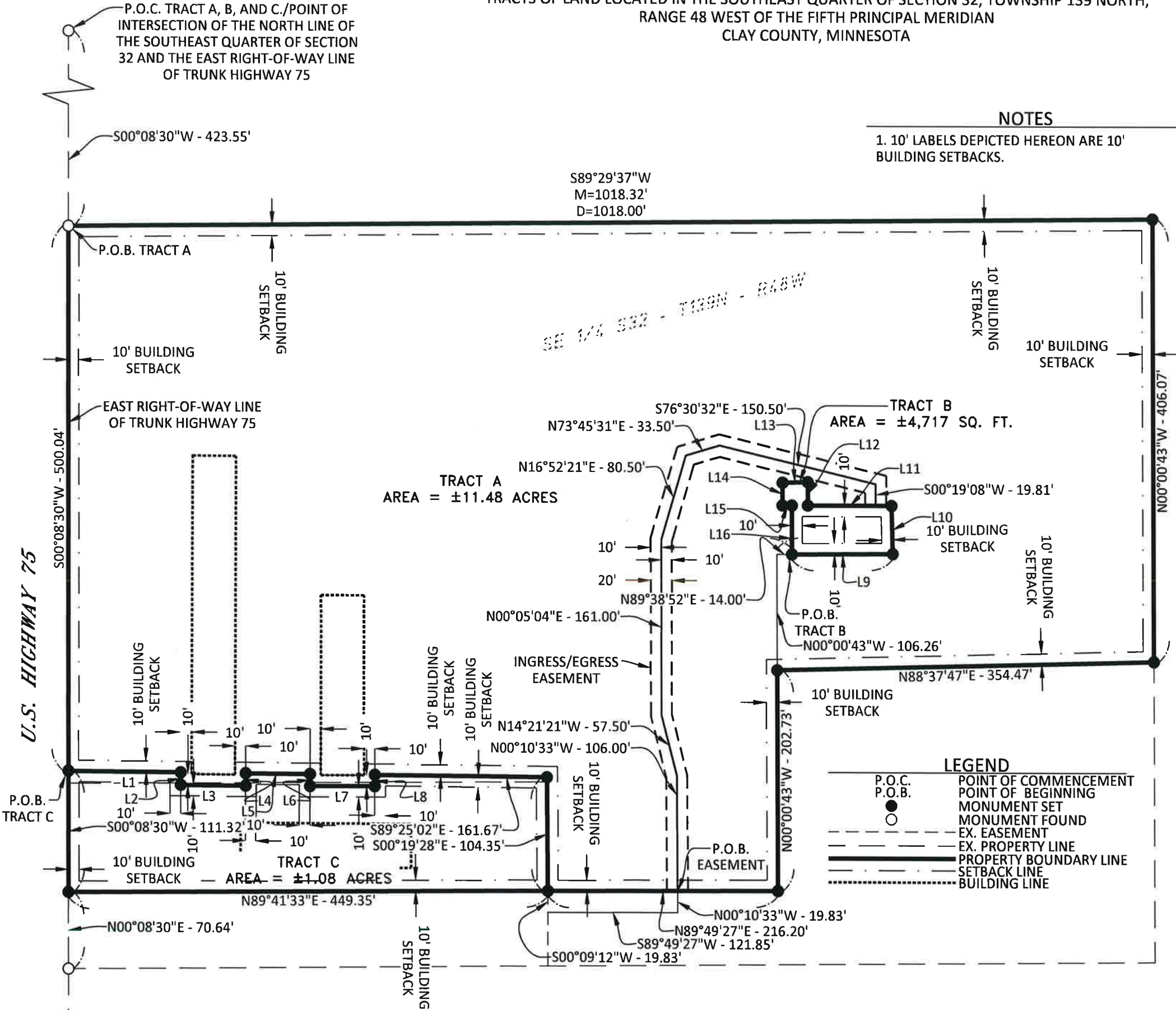
SURVEY INFORMATION

DATE OF SURVEY: 01/23/2025
BASIS OF BEARING: CLAY COUNTY COORDINATE SYSTEM
UNIT: US SURVEY FOOT

PAGE 1 OF 2
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CHECKED BY: CAN
DATE: 08/04/2025



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CERTIFICATE OF SURVEY

TRACTS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 139 NORTH,
RANGE 48 WEST OF THE FIFTH PRINCIPAL MERIDIAN
CLAY COUNTY, MINNESOTA

TRACT A DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 139 NORTH, RANGE 48 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CLAY COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, AND THE EAST RIGHT-OF-WAY LINE OF TRUNK HIGHWAY NUMBER 75 BEAR S00°08'30"W ALONG THE EAST RIGHT OF WAY LINE OF SAID TRUNK HIGHWAY 75 FOR A DISTANCE OF 423.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°08'30"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 500.04 FEET; THENCE S89°25'02"E A DISTANCE OF 105.46 FEET; THENCE S00°24'36"W A DISTANCE OF 11.49 FEET; THENCE S89°25'02"E A DISTANCE OF 60.59 FEET; THENCE N00°22'45"E A DISTANCE OF 11.49 FEET; THENCE S89°25'02"E A DISTANCE OF 60.37 FEET; THENCE S00°20'44"W A DISTANCE OF 11.09 FEET; THENCE S89°59'47"E A DISTANCE OF 60.44 FEET; THENCE N00°17'52"E A DISTANCE OF 10.48 FEET; THENCE S89°25'02"E A DISTANCE OF 161.67 FEET; THENCE S00°19'28"E A DISTANCE OF 104.35 FEET; THENCE N89°49'27"E A DISTANCE OF 216.20 FEET; THENCE N00°00'43"W A DISTANCE OF 202.73 FEET; THENCE N88°37'47"E A DISTANCE OF 354.47 FEET; THENCE N00°00'43"W A DISTANCE OF 406.07 FEET; THENCE S89°29'37"W A DISTANCE OF 1018.32 FEET TO THE EAST RIGHT-OF-WAY LINE OF TRUNK HIGHWAY NUMBER 75, THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING FROM THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32 AND THE EAST RIGHT OF WAY LINE OF TRUNK HIGHWAY NUMBER 75 BEAR S00°08'30"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRUNK HIGHWAY 75 FOR A DISTANCE OF 1034.91 FEET; THENCE N89°41'33"E A DISTANCE OF 449.36 FEET; THENCE N89°49'27"E A DISTANCE OF 216.20 FEET; THENCE N00°00'43"W A DISTANCE OF 308.99 FEET; THENCE N89°38'52"E A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°38'52"E A DISTANCE OF 95.16 FEET; THENCE N01°12'58"W A DISTANCE OF 44.23 FEET; THENCE N89°55'41"W A DISTANCE OF 79.24 FEET; THENCE N00°00'43"W A DISTANCE OF 21.49 FEET; THENCE S88°37'47"W A DISTANCE OF 23.56 FEET; THENCE S00°08'49"W A DISTANCE OF 20.89 FEET; THENCE S89°55'41"E A DISTANCE OF 8.75 FEET; THENCE S00°08'49"W A DISTANCE OF 44.92 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 11.48 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

TRACT B DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 139 NORTH, RANGE 48 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CLAY COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32 AND THE EAST RIGHT OF WAY LINE OF TRUNK HIGHWAY NUMBER 75 BEAR S00°08'30"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRUNK HIGHWAY 75 FOR A DISTANCE OF 1034.91 FEET; THENCE N89°41'33"E A DISTANCE OF 449.36 FEET; THENCE N89°49'27"E A DISTANCE OF 216.20 FEET; THENCE N00°00'43"W A DISTANCE OF 308.99 FEET; THENCE N89°38'52"E A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°38'52"E A DISTANCE OF 95.16 FEET; THENCE N01°12'58"W A DISTANCE OF 44.23 FEET; THENCE N89°55'41"W A DISTANCE OF 79.24 FEET; THENCE N00°00'43"W A DISTANCE OF 21.49 FEET; THENCE S88°37'47"W A DISTANCE OF 23.56 FEET; THENCE S00°08'49"W A DISTANCE OF 20.89 FEET; THENCE S89°55'41"E A DISTANCE OF 8.75 FEET; THENCE S00°08'49"W A DISTANCE OF 44.92 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 4,717 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

TRACT C DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 139 NORTH, RANGE 48 WEST OF THE 5TH PRINCIPAL MERIDIAN, CLAY COUNTY, MINNESOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, AND THE EAST RIGHT-OF-WAY LINE OF TRUNK HIGHWAY NUMBER 75 BEAR S00°08'30"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRUNK HIGHWAY 75 FOR A DISTANCE OF 923.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°08'30"W ALONG SAID EAST RIGHT-OF-WAY OF TRUNK HIGHWAY NUMBER 75 A DISTANCE OF 111.32 FEET; THENCE N89°41'33"E A DISTANCE OF 449.36 FEET; THENCE N00°19'28"W A DISTANCE OF 104.35 FEET; THENCE N89°25'02"W A DISTANCE OF 161.67 FEET; THENCE S00°17'52"W A DISTANCE OF 10.48 FEET; THENCE N89°59'47"W A DISTANCE OF 60.44 FEET; THENCE N00°20'44"E A DISTANCE OF 11.09 FEET; THENCE N89°25'02"W A DISTANCE OF 60.37 FEET; THENCE S00°22'45"W A DISTANCE OF 11.49 FEET; THENCE N89°25'02"W A DISTANCE OF 60.59 FEET; THENCE N00°24'36"E A DISTANCE OF 11.49 FEET; THENCE N89°25'02"W A DISTANCE OF 105.46 FEET TO THE EAST RIGHT-OF-WAY LINE OF TRUNK HIGHWAY NUMBER 75, THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1.08 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

EASEMENT DESCRIPTION

AN EASEMENT FOR THE PURPOSE OF INGRESS/EGRESS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 139 NORTH, RANGE 48 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CLAY COUNTY, MINNESOTA, BEING 20 FEET IN WIDTH AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING FROM THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, AND THE EAST RIGHT OF WAY LINE OF TRUNK HIGHWAY NUMBER 75 BEAR S00°08'30"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRUNK HIGHWAY 75 FOR A DISTANCE OF 1034.91 FEET; THENCE N89°41'33"E A DISTANCE OF 449.36 FEET; THENCE S00°09'12"W A DISTANCE OF 19.83 FEET; THENCE N89°49'27"E A DISTANCE OF 121.85 FEET; THENCE N00°10'33"W A DISTANCE OF 19.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°10'33"W A DISTANCE OF 106.00 FEET; THENCE N14°21'21"W A DISTANCE OF 57.50 FEET; THENCE N00°05'04"E A DISTANCE OF 161.00 FEET; THENCE N16°52'21"E A DISTANCE OF 80.50 FEET; THENCE N73°45'31"E A DISTANCE OF 33.50 FEET; THENCE S76°30'32"E A DISTANCE OF 150.50 FEET; THENCE S00°19'08"W A DISTANCE OF 19.81 FEET THERE TERMINATING.

SAID EASEMENT CONTAINS 12,176 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

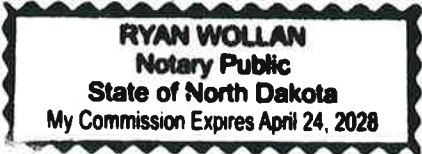
SURVEYOR'S CERTIFICATE

I COLE A. NESET HEREBY CERTIFY THAT THIS SURVEY, PLAN, AND/OR REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.



COLE A. NESET
PROFESSIONAL LAND SURVEYOR
MINNESOTA LICENSE No. 49984
STATE OF NORTH DAKOTA)
COUNTY OF CASS)SS

8-4-25
DATE:



ON THIS 4th DAY OF AUGUST, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.



NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

PAGE 2 OF 2
DRAWN BY: GCB
CHECKED BY: CAN
DATE: 08/04/2025



RESOLUTION

Resolution to Approve Minor Subdivision – Parcels 21.032.4200 & 21.032.4202

WHEREAS, Neset Land Surveys, on behalf of Cale Arneson, has requested a minor subdivision of Parcels 21.032.4200 & 21.032.4202 in the Clay County Urban Expansion District, legally described as:

Tract A

A Tract Of Land Located In The Southeast Quarter Of Section 32, Township 139 North, Range 48 West Of The Fifth Principal Meridian, Clay County, Minnesota, More Particularly Described As Follows:

Commencing From The Point Of Intersection Of The North Line Of The Southeast Quarter Of Said Section 32, And The East Right-Of-Way Line Of Trunk Highway Number 75 Bear S00°08'30"W Along The East Right Of Way Line Of Said Trunk Highway 75 For A Distance Of 423.55 Feet To The Point Of Beginning; Thence Continuing S00°08'30"W Along Said East Right-Of-Way Line A Distance Of 500.04 Feet; Thence S89°25'02"E A Distance Of 105.46 Feet; Thence S00°24'36"W A Distance Of 11.49 Feet; Thence S89°25'02"E A Distance Of 60.59 Feet; Thence N00°22'45"E A Distance Of 11.49 Feet; Thence S89°25'02"E A Distance Of 60.37 Feet; Thence S00°20'44"W A Distance Of 11.09 Feet; Thence S89°59'47"E A Distance Of 60.44 Feet; Thence N00°17'52"E A Distance Of 10.48 Feet; Thence S89°25'02"E A Distance Of 161.67 Feet; Thence S00°19'28"E A Distance Of 104.35 Feet; Thence N89°49'27"E A Distance Of 216.20 Feet; Thence N00°00'43"W A Distance Of 202.73 Feet; Thence N88°37'47"E A Distance Of 354.47 Feet; Thence N00°00'43"W A Distance Of 406.07 Feet; Thence S89°29'37"W A Distance Of 1018.32 Feet To The East Right-Of-Way Line Of Trunk Highway Number 75, The Point Of Beginning.

Less The Following Described Tract Of Land:

Commencing From The Point Of Intersection Of The North Line Of The Southeast Quarter Of Said Section 32 And The East Right Of Way Line Of Trunk Highway Number 75 Bear S00°08'30"W Along The East Right-Of-Way Line Of Said Trunk Highway 75 For A Distance Of 1034.91 Feet; Thence N89°41'33"E A Distance Of 449.36 Feet; Thence N89°49'27"E A Distance Of 216.20 Feet; Thence N00°00'43"W A Distance Of 308.99 Feet; Thence N89°38'52"E A Distance Of 14.00 Feet To The Point Of Beginning; Thence Continuing N89°38'52"E A Distance Of 95.16 Feet; Thence N01°12'58"W A Distance Of 44.23 Feet; Thence N89°55'41"W A Distance Of 79.24 Feet; Thence N00°00'43"W A Distance Of 21.49 Feet; Thence S88°37'47"W A Distance Of 23.56 Feet; Thence S00°08'49"W A Distance Of 20.89 Feet; Thence S89°55'41"E A Distance Of 8.75 Feet; Thence S00°08'49"W A Distance Of 44.92 Feet To The Point Of Beginning. Said Tract Of Land Contains 11.48 Acres, More Or Less, And Is Subject To Easements And Rights Of Way Of Record;

Tract B

A Tract Of Land Located In The Southeast Quarter Of Section 32, Township 139 North, Range 48 West Of The Fifth Principal Meridian, Clay County, Minnesota, More Particularly Described As Follows:

Commencing From The Point Of Intersection Of The North Line Of The Southeast Quarter Of Said Section 32 And The East Right Of Way Line Of Trunk Highway Number 75 Bear S00°08'30"W Along The East Right-Of-Way Line Of Said Trunk Highway 75 For A Distance Of 1034.91 Feet; Thence N89°41'33"E A Distance Of 449.36 Feet; Thence N89°49'27"E A Distance Of 216.20 Feet; Thence N00°00'43"W A Distance Of 308.99 Feet; Thence N89°38'52"E A Distance Of 14.00 Feet To The Point Of Beginning; Thence Continuing N89°38'52"E A Distance Of 95.16 Feet; Thence N01°12'58"W A Distance Of 44.23 Feet; Thence N89°55'41"W A Distance Of 79.24 Feet; Thence N00°00'43"W A Distance Of 21.49 Feet; Thence S88°37'47"W A Distance Of 23.56 Feet; Thence S00°08'49"W A Distance Of 20.89 Feet; Thence S89°55'41"E A Distance Of 8.75 Feet; Thence S00°08'49"W A Distance Of 44.92 Feet To The Point Of Beginning. Said Tract Of Land Contains 4,717 Square Feet, More Or Less, And Is Subject To Easements And Rights Of Way Of Record;

Tract C

A Tract Of Land Located In The Southeast Quarter Of Section 32, Township 139 North, Range 48 West Of The 5th Principal Meridian, Clay County, Minnesota, More Particularly Described As Follows:

Commencing From The Point Of Intersection Of The North Line Of The Southeast Quarter Of Said Section 32, And The East Right-Of-Way Line Of Trunk Highway Number 75 Bear S00°08'30"W Along The East Right-Of-Way Line Of Said Trunk Highway 75 For A Distance Of 923.59 Feet To The Point Of Beginning; Thence Continuing S00°08'30"W Along Said East Right-Of-Way Of Trunk Highway Number 75 A Distance Of 111.32 Feet; Thence N89°41'33"E A Distance Of 449.36 Feet; Thence N00°19'28"W A Distance Of 104.35 Feet; Thence N89°25'02"W A Distance Of 161.67 Feet; Thence S00°17'52"W A Distance Of 10.48 Feet; Thence N89°59'47"W A Distance Of 60.44 Feet; Thence N00°20'44"E A Distance Of 11.09 Feet; Thence N89°25'02"W A Distance Of 60.37 Feet; Thence S00°22'45"W A Distance Of 11.49 Feet; Thence N89°25'02"W A Distance Of 60.59 Feet; Thence N00°24'36"E A Distance Of 11.49 Feet; Thence N89°25'02"W A Distance Of 105.46 Feet To The East Right-Of-Way Line Of Trunk Highway Number 75, The Point Of Beginning. Said Tract Of Land Contains 1.08 Acres, More Or Less, And Is Subject To Easements And Rights Of Way Of Record; and

WHEREAS, the City Council of the City of Moorhead finds the minor subdivision consistent with Title 11, Chapter 3 of Moorhead City Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota that the minor subdivision described above is hereby approved contingent upon the following conditions:

1. Owner to receive all federal, state and local permits.

PASSED: August 11, 2025 by the City Council of the City of Moorhead.

APPROVED BY:

ATTEST:

Michelle (Shelly) A. Carlson, Mayor

Christina Rust, City Clerk