



ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN, that the City of Parshall, North Dakota, will receive sealed Bids at the Office of the City Auditor until February 19, 2026 at the hour of 11:00 AM CDT, for the purpose of furnishing all materials, labor, equipment and skill required for the construction of the 2026 PARSHALL STREET IMPROVEMENTS and incidental items, for said City, as is more fully described and set forth in the Plans and Specifications which are now on file in the office of the City Planner. Bids will be opened at Parshall City Hall at 11:00 AM CDT and read aloud.

The Work for each contract is generally described as follows:

BASE BID General Construction - Seal Coat and Street Reconstruction: Work consists of bonding, mobilization, erosion control, and seal coating on multiple streets within the City of Parshall, consisting of approximately 184,664 square yards; preparation of street surfaces for work being performed; protection of concrete pavement, curb & gutter, valley gutters, and water and sewer utilities from seal coat operations; 1,493 square yards of asphalt pavement; 1,493 square yards of aggregate base; 1,493 square yards of geotextile fabric; 130 square feet of concrete valley gutter; 8,488 linear feet of pavement markings; traffic control and other miscellaneous and incidental items identified in the construction documents are also included.

General Construction, Alternate 1 - Asphalt Patching: Work consists of bonding, mobilization, and construction of three asphalt patches within the City of Parshall, consisting of approximately 500 square yards of asphalt pavement; 500 square yards of aggregate base; 500 square yards of geotextile fabric; 34 square feet of concrete sidewalk; 27 linear feet of concrete curb and gutter; 1 detectable warning panel; traffic control and other miscellaneous and incidental items identified in the construction documents are also included.

General Construction, Alternate 2 - Asphalt Patching: Work consists of bonding, mobilization, and construction of two additional asphalt patches within the City of Parshall, consisting of approximately 456 square yards of asphalt pavement; 456 square yards of aggregate base; 456 square yards of geotextile fabric; traffic control and other miscellaneous and incidental items identified in the construction documents are also included.

General Construction, Alternate 3 - Asphalt Patching: Work consists of bonding, mobilization, and construction of three asphalt patches within the City of Parshall, consisting of approximately 500 square yards of asphalt pavement; 500 square yards of aggregate base; 500 square yards of geotextile fabric; 34 square feet of concrete sidewalk; 27 linear feet of concrete curb and gutter; 1 detectable warning panel; traffic control and other miscellaneous and incidental items identified in the construction documents are also included.

Completed digital project bidding documents, pursuant to which all labor, materials, or services must be furnished, are available at www.AE2S.com or www.queuedn.com. You may download the digital plan documents for Twenty-two dollars (\$22.00) by inputting Quest project #10026706 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@queuedn.com for assistance in free membership registration, downloading, and working with this digital project information. Copies of the Bidding Documents may be examined at the office of Advanced Engineering and Environmental Services, LLC (AE2S), 601 18th Avenue SE, Suite 102, Minot, ND 58701 (701) 852-4048. The Bidding Documents are available in the form of printed plans and specifications by request from AE2S, 3101 Frontage Road South, Moorhead, MN for a **NON-REFUNDABLE** charge of Two Hundred Dollars (\$200.00) for each set of Plans and Specifications requested. Bidding Documents may also be examined at the following locations: Builders Exchanges in Bismarck, ND; Mandan, ND; Minot, ND; Fargo, ND; Grand Forks, ND; Rapid City, SD; Minneapolis, MN. All Work shall be done according to the Bidding Documents.

All Bids are to be submitted on the basis of cash payment for the Work and materials, and each Bid shall be accompanied by a separate envelope containing a Bidder's Bond, payable to the City of Parshall, in a sum equal to five percent (5%) of the full amount of the Bid, executed by the Bidder as principal and by a surety company authorized to do business in the State of North Dakota, conditioned that if the principals' Bid be accepted and the contract awarded to him, he, within fifteen (15) days after Notice of Award, will execute and effect a Contract in accordance with the terms of his Bid and a Contractor's Bond as required by the laws of the State of North Dakota and the regulations and determinations of the City Commission of the City of Parshall, North Dakota.

All Bidders must be licensed for the highest amount of their Bids, as provided by Section 43-07-05 of the North Dakota Century Code. Cost of preparation of Bids by Bidder.

Contracts shall be awarded on the basis of the low Bid submitted by a responsible and responsive Bidder deemed most favorable to the City's interest.

All Bids shall be contained in a sealed envelope plainly marked showing that such envelope contains a Bid for the Project. In addition, the Bidder shall place upon the exterior of such envelope the following information:

1. The Work covered by the Bidder (General Construction).

2. The Name of the Bidder.

3. Separate envelope containing Bid Bond and a copy of Contractor's License or Renewal Certificate.

4. Acknowledgement of all Addenda.

Bids shall be delivered or mailed to:

Attn: City Auditor
City of Parshall
PO Box 159
23 N Main St
Parshall, ND 58770

The City of Parshall reserves the right to reject any and all Bids, to waive any informality in any Bid, to hold all Bids for a period not to exceed thirty (30) days from the date of opening Bids, and to accept the Bid deemed most favorable to the interest of the City. After the Bid opening the Owner will return Bid Security of all except the three lowest responsible Bidders. When a Contract is awarded, the remaining unsuccessful Bidder's Bonds will be returned.

The Work on the improvements shall be completed and ready for Final Payment no later than September 30, 2026, with a substantial completion date of September 15, 2026. Should the Contractor fail to complete the Work within the time required, as set forth in the Agreement, or within such extra time as may have been granted by formal extensions approved by the City and Engineer, there shall be deducted from any amount due the sum of \$1,000.00 per day as compensation to the City for each day and every day that the completion of the Work is delayed. The Contractor and his surety shall be liable for any excess. Such payment shall be as and for liquidated damages and not as a penalty.

All Bidders are invited to be present at the public opening of the Bids.

Dated this 23rd day of January, 2026.

By: /s/ Kelly Woessner, City Auditor

Parshall, North Dakota

Jan. 28, Feb. 4, 11, 2026

SECOND NOTICE IS HEREBY GIVEN BY THE MOUNTRAIL COUNTY PLANNING & ZONING BOARD OF MOUNTRAIL COUNTY, NORTH DAKOTA, THAT THE FOLLOWING LAND DEVELOPMENT CODE BE ENACTED:

An Ordinance to Amend portions throughout and add Data Centers and Battery Energy Storage Systems to the Mountrail County Land Development Code regarding the Zoning in Mountrail County as Allowed by Chapter 11-33 and 11-33.2 of the North Dakota Century Code

Please take NOTICE that Mountrail County has the Land Development Code, which will supersede the existing Mountrail County Land Development Code upon final approval, on file with the Mountrail County Planning & Zoning Administrator at 101 N Main Street, Stanley, North Dakota. If you would like accommodations to view the proposed Land Development Code, please call 701-628-2909, or submit your request by mail to P.O. Box 248, Stanley, North Dakota, 58784, or submit your request by email to melissav@co.mountrail.nd.us. The proposed Land Development Code may also be accessed and viewed by using the following link: www.mountrailcounty.org then clicking on the Planning & Zoning Directory page.

Penalty

Mountrail County may institute any appropriate action:

1. To prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use.

2. To restrain, correct, or abate such violations.

3. To prevent the occupancy of the building, structure, or land.

4. To prevent any illegal act, conduct, business, or use in or about such premises.

Further, anyone who violates the provisions of this Code or fails to comply with any of its requirements shall be charged an administrative fee(s) as established by the Board of County Commissioners. Mountrail County may institute any appropriate action or proceedings for the collection of said fee.

All fees and penalties established by this Code shall be credited to the General Fund of Mountrail County, North Dakota

EFFECTIVE DATE.

This Land Development Code shall take effect and be in force from and after final passage with the Mountrail County Commissioners, and due publication according to law.

Dated this 30th day of January, 2026.

Charlie Sorenson, Chairman

Planning & Zoning Commission

ATTEST:

Melissa Vachal

Planning & Zoning Administrator

First Reading: January 26, 2026

Second Reading: February 23, 2026

Feb. 4, 11, 2026

Civil No. 31-2026-CV-00021

STATE OF NORTH DAKOTA

COUNTY OF MOUNTRAIL

IN DISTRICT COURT

NORTH CENTRAL

JUDICIAL DISTRICT

SUMMONS

Marjorie J. Nething and Bonnie J. Lavorik

Plaintiffs,

vs.

James W. Moffat Estate, Emma Moffat Estate, David E. Nething as Co-Trustee of the James W. Moffat Residuary Trust, Merchants National Bank & Trust and their successors in interest as Co-Trustee of the James W. Moffat Moffat Residuary Trust, Jessica Niemitalo, as Mountrail County Treasurer and Trustee of minerals for an unlocatable mineral owner named "James W. Moffat", and all unknown persons claiming any estate or interest in or lien, or encumbrance upon the property described in the Complaint,

Defendants.

THE STATE OF NORTH DAKOTA TO THE ABOVE NAMED DEFENDANTS:

You are hereby summoned and required to appear and defend against the Complaint in the above entitled action, which is filed in said Court in Stanley, North Dakota, and is herewith served upon you, by serving upon the undersigned an answer or other proper response within twenty-one (21) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Dated this 28th day of January, 2026

/s/ Joseph F. Larson II

Joseph F. Larson II, ID #03229
Attorney for Plaintiffs
2411 Hwy. 281 South
P.O. Box 1599

Jamestown, North Dakota 58402

(701) 252-5541
joelarson@datkel.com

NOTICE TO THE ABOVE NAMED DEFENDANTS

Notice is hereby given to the Defendants the above action relates to and is brought for the purpose of determining adverse claims and quieting title to the undivided 10 mineral acres in Mountrail County, North Dakota, described as follows:

S1/2NE1/4, E1/2NW1/4, NE1/4SW1/4, W1/2SW1/4, SE1/4SW1/4, NE1/4SE1/4 and W1/2SE1/4 of Section 23, Township 158 North, Range 94 West of the 5th P.M., Mountrail County, North Dakota;

AND

NE1/4 of Section 27, Township 158 North, Range 94 West of the 5th P.M., Mountrail County, North Dakota [Mountrail County Minerals].

and no personal claim is made against any Defendants in this action for a personal money judgment.

Dated this 28th day of January, 2026.

/s/ Joseph F. Larson II

Joseph F. Larson II, ID #03229
Attorney for Plaintiffs
2411 Hwy. 281 South
P.O. Box 1599

Jamestown, North Dakota 58402

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joelarson@datkel.com

Feb. 4, 11, 18, 2026

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Case # 31-2025-PR-00166

IN THE DISTRICT COURT OF

MOUNTAIN COUNTY,

STATE OF NORTH DAKOTA

In the Estate of

Carmen McGrady, Deceased

NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative of the above estate.

All persons having claims against the deceased are required to present their claims within three months after the date of the first publication or mailing of this notice or the claims will be forever barred. Claims must be presented to Barry McGrady, Personal Representative of the estate, c/o PO Box 1155, New Town, N.D. 58763 or filed with the Court.

Dated this 26 day of January, 2026.

/s/ Barry McGrady
Barry McGrady

El Marie Conklin
#04964

PO Box 1155

New Town, N.D. 58763

(701) 421-8547

Attorney for the Personal Representative

First publication on the 28th day of

January, 2026.

Jan. 28, Feb. 4, 11, 2026

File No. 2025-1108

IN THE DISTRICT COURT OF

MOUNTAIN COUNTY,

STATE OF NORTH DAKOTA

In the Matter of the Estate of

Lyle R. Lichliter, Deceased

NOTICE TO CREDITORS

NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative of the above estate.

All persons having claims against the deceased are required to present their claims within three months after the date of the first publication or mailing of this notice or the claims will be forever barred. Claims must be presented to Suzanne M. Benischek, Personal Representative of the estate, c/o Krassin Law Office, 120 South First Street, Wahpeton, ND 58075, or filed with the Court.

Dated this 7 day of January, 2026.

/s/ Suzanne M. Benischek
Suzanne M. Benischek

/s/ Don R. Krassin
Don R. Krassin

Attorney for Personal Representative

120 South First Street

Wahpeton, ND 58075

701-642-4747

North Dakota License No. 03276

Email: don@donlaw.us