

CITY COMMISSION MEETING  
VALLEY CITY, NORTH DAKOTA

Tuesday, August 19, 2025  
5:00 PM

The City Commission Meeting will begin on Tuesday, August 19, 2025 at 5:00 PM CT, at the City Commission Chambers, 220 3<sup>rd</sup> St. NE, Valley City, ND.

The meeting is also available to view online <https://us06web.zoom.us/j/88417337914> or listen by calling (1 346 248 7799) Webinar ID: 884 1733 7914

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

NEXT RESOLUTION NO. 2499NEXT ORDINANCE NO. 1175

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE (PLEASE STAND)

OATH OF OFFICE FOR POLICE OFFICER CODY PERDUE

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

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

APPROVAL OF CONSENT AGENDA

- A. Approve Minutes from the 8.5.2025 Commission Meeting. Pg. 3
- B. Approve Local Raffle Permit
- a. VCSU Foundation – Booster Board Pg. 5

b. Hi-Liners Booster Club Inc. Pg. 7

c. CHI Mercy Health Foundation Pg. 9

d. Barnes County Senior Citizens Council, Inc. Pg. 12

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

PUBLIC COMMENTS

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

The following rules apply to Public Comments:

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

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

**RESOLUTION**

RES 2498. A Resolution Authorizing Filing of Application with the North Dakota Department of Environmental Quality for a \$600,000 Loan through the Clean Water State Revolving Fund. *(Finance Director Klein)* Pg. 13

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

RES 2499. A Resolution Authorizing Transfer of Real Property. *(City Administrator Crawford)* Pg. 14

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

**NEW BUSINESS**

NB1. Approve Monthly Bills for the City and Public Works in the Amount of \$2,287,683 *(Finance Director Klein)* Pg. 16

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

NB2. Approve Transfer of 832 4<sup>th</sup> Ave NE to Valley City Public Schools. *(City Administrator Crawford)* Pg. 17

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

NB3. Approve the Valley City Barnes County Development Corporation request to fund the Recruiting & Retention Coordinator Position for 3 Years at \$80,000/Year with funds sourced from City Sales Tax dedicated to Economic Development. *(Jennifer Feist)* Pg. 18

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

NB4. Approve the Valley City Barnes County Development Corporation request for an additional \$10,000/year for 3 Years for the Resource Development Specialist Position with funds sourced from City Sales Tax dedicated to Economic Development. *(Jennifer Feist)* Pg. 19

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

NB5. Approve Option Agreement and Form of Easement for State Interoperability Radio Network Tower to be constructed by Allo Towers. *(City Attorney Martineck)* Pg. 20

NB6. Approve terms of license authorizing City to use a portion of the South Half of the Southwest Quarter 27-140-58 for additional soil remediation. *(City Administrator Crawford)*

**CITY ADMINISTRATOR’S REPORT**

**CITY UPDATES & COMMISSION REPORTS**

**ADJOURN**

## **CITY COMMISSION MEETING VALLEY CITY, NORTH DAKOTA**

*Tuesday, August 5, 2025*

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

Members present: President Carlsrud, Commissioner Bishop, Commissioner Magnuson, Commissioner Erickson

Members absent: Commissioner Gulmon

Others: City Administrator Crawford (via zoom), City Attorney Martineck (via zoom), Finance Director Klein, Deputy Auditor Johnson, City Engineer Petersen, Police Chief Horner.

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

No changes.

### **APPROVAL OF CONSENT AGENDA**

**Approve Minutes from the 7.15.2025 Finance and Commission Meetings.**

**Approve Minutes from the 7.28.2025 Special Commission Meeting**

**Approve Contractor License:**

**South Peak Holdings LLC dba Skinner Roofing, Grand Forks**

**Approve Site Authorization Renewal:**

**North Dakota Winter Show at North Dakota Winter Show Event Center**

**Approve House Movers License:**

**Carrington House Movers, LLC, Carrington**

**Approve Local Raffle Permit**

**Valley City Junior Golf Association**

Commissioner Bishop moved to approve the Consent Agenda contingent on receiving updated certificate of insurance for Carrington House Movers, LLC, seconded by Commissioner Magnuson.

Motion passed unanimously.

### **ORDINANCE**

**ORD 1173. Second and Final Reading of Ordinance 1173, an Ordinance to amend and reenact chapter 11-09 of the Valley City Municipal Code related to standards for floodplain development.**

Commissioner Bishop moved to approve, seconded by Commissioner Magnuson.

Motion passed unanimously.

**ORD 1174. Second and Final Reading of Ordinance 1174, an omnibus ordinance to amend and reenact sections of the Valley City Municipal Code relating to the 2025 state legislative session.**

Commissioner Bishop moved to approve, seconded by Commissioner Magnuson.

Roll Call Vote: Bishop – Aye, Magnuson – Aye, Erickson - Nay, Carlsrud – Aye.

Motion Passed.

### **NEW BUSINESS**

**Approve purchase of property at 628 Main Street E. (Parcel 63-3110126) as a PFP Buyout in the amount of \$38,170.**

Commissioner Magnuson moved to approve contingent on approval by Department of Water Recourses, seconded by Commissioner Bishop.

Motion passed unanimously.

### **CITY ADMINISTRATOR'S REPORT**

**City Administrator Crawford** gave an update on the Public Works Service Center job site.

### **CITY UPDATES & COMMISSION REPORTS**

**City Finance Director** informed the Commission that the public hearing for the 2026 Budget is on September 16<sup>th</sup> at 5 P.M.

**City Engineer Petersen** gave an update on the Seal Coat Project and the Winter Show Road Shared Use Path Project.

**President Carlsrud** thanked all City employees and the Commissioners for serving.

### **ADJOURN**

Meeting was adjourned at 5:14 P.M.

Attested to by:

\_\_\_\_\_  
Brenda Klein, Finance Director  
City of Valley City

\_\_\_\_\_  
Dave Carlsrud, President of the  
City of Valley City Commission



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Paid CK#12169

8/7/25 KN

Applying for (check one)



Local Permit



Restricted Event Permit\*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker\*



Twenty-One\*



Paddlewheels\*

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Valley City State University Foundation - Booster Board</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>9/1/2025 - 6/30/2026</b>	
Organization or Group Contact Person <b>Kim Svenningsen-Hesch</b>	E-mail <b>kim.hesch@vcsu.edu</b>	Telephone Number <b>701-845-7403</b>	
Business Address <b>101 College St SW</b>	City <b>Valley City</b>	State <b>ND</b>	ZIP Code <b>58072</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Lokken Stadium / Graichen Gym / W.E. Osmon Fieldhouse @ VCSU / Brockopp Brewing</b>		County <b>Barnes</b>	
Site Physical Address <b>730 8th Ave SW (VCSU) / 114 E Main St (Brockopp)</b>	City <b>Valley City</b>	State <b>ND</b>	ZIP Code <b>58072</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>See back of this sheet for dates and locations.</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50	50% of the proceeds not to exceed \$8000)	
Bingo	Cash prize = \$50 X 2 (1/2 time of both games)	700.00
Bacon Bingo	1# Slab of bacon @ \$5 each X 25 games played = \$125	5,375.00
Total (limit \$40,000 per year)		\$ 6,075.00

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>Scholarships</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Kim Svenningsen-Hesch</b>	Telephone Number <b>701-845-7403</b>	E-mail Address <b>kim.hesch@vcsu.edu</b>
Signature of Organization Group's Permit Organizer <i>Kim Svenningsen Hesch</i>	Title <b>Assistant Director for Advancement</b>	Date <b>August 5, 2025</b>

**VCSU Football Games - 50/50**

*Drawings held at Lokken Stadium during  
halftime of football game / 730 8th Ave SW*

September 4, 2025	vs. Augsburg University
September 27, 2025	vs. Simpson University
October 4, 2025	vs. Rocky Mountain College
October 11, 2025	vs. Mayville State
October 25, 2025	vs. Dickinson State

**\*\*Winner receives half of what is sold. 50% of the proceeds not to exceed \$8,000 per night.**

**VCSU Basketball Games - BINGO**

*Bingo played at half time of both women's and  
men's games. Bingo played at the  
W.E. Osmon Fieldhouse / 730 8th Ave SW*

November 21, 2025	vs. Montana Western
November 22, 2025	vs. Montana Tech
December 19, 2025	vs. Dakota Westeyan
January 2, 2026	vs. Montana Northern
January 3, 2026	vs. Providence
January 16, 2026	vs. Bismarck State
January 17, 2026	vs. Dickinson State
January 20, 2026	vs. Mayville State
January 24, 2026	vs. Mayville State
January 30, 2026	vs. Dakota State
January 31, 2026	vs. Bellevue
February 20, 2026	vs. Carroll College
February 21, 2026	vs. Rocky Mountain

**\*\*Winner receives \$50. 2 per night (1 at each game.)**  
**13 X 50 X 2 = \$1,300 total**

**VCSU Volleyball Games - 50/50**

*Drawings held at Lokken Stadium or Grachien Gym  
between sets 2 and 3 / 730 8th Ave SW*

September 3, 2025	vs. Mayville State
September 5, 2025	vs. Montana Western
September 6, 2025	vs. Montana Tech
September 25, 2025	vs. Bismarck State
September 26, 2025	vs. Dickinson State
October 17, 2025	vs. University of Providence
October 18, 2025	vs. Montana State Northern
October 24, 2025	vs. Carroll College
October 25, 2025	vs. Rocky Mountain
November 7, 2025	vs. Bellevue University
November 8, 2025	vs. Dakota State University

**\*\*Winner receives half of what is sold.**  
**Not to exceed \$8,000 per night.**

**^Will call after season to report amounts given out.**

**BACON BINGO**

Bacon bingo happens every Thursday & Saturday @ Brockopp Brewing  
114 E Main St / Valley City

Thursday, September	4, 11, 18, 25	Thursday, February	5, 12, 19, 26
Saturday, September	6, 13, 20, 27	Saturday, February	7, 14, 21, 28
Thursday, October	2, 9, 16, 23, 30	Thursday, March	5, 12, 19, 26
Saturday, October	4, 11, 18, 25	Saturday, March	7, 14, 21, 28
Thursday, November	6, 13, 20, 27	Thursday, April	2, 9, 16, 23, 30
Saturday, November	1, 8, 15, 22, 29	Saturday, April	4, 11, 18, 25
Thursday, December	4, 11, 18, 25	Thursday, May	7, 14, 21, 28
Saturday, December	6, 13, 20, 27	Saturday, May	2, 9, 16, 23, 30
Thursday, January	8, 15, 22, 29		
Saturday, January	3, 10, 17, 24, 31		

**\*\*Winner receives 1# of Bacon (Value of \$5)**  
**25 games played.**

**\$125 per night X 57 Thursdays & Saturdays = \$7,125**



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SFN 9338 (4-2023)

Paid \$10 on  
8-12-25

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.  
**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS**

**ORGANIZATION INFO**

Name of Organization or Group <b>Hi-Liners Booster Club Inc</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>8/29/2025, 9/5/2025, 9/19/2025, 10/10/2025</b>	
Organization or Group Contact Person <b>Kara Wiebe</b>	E-mail <b>kara.wiebe@bankforward.com</b>	Telephone Number <b>701-490-2542</b>	
Business Address <b>460 Central Ave N</b>	City <b>Valley City</b>	State <b>ND</b>	ZIP Code <b>58072</b>
Mailing Address (if different) <b>PO Box 711</b>	City <b>Valley City</b>	State <b>ND</b>	ZIP Code <b>58072</b>

**SITE INFO**

Site Name <b>Hanna Field</b>		County <b>Barnes</b>	
Site Physical Address <b>205 9th St NE</b>	City <b>Valley City</b>	State <b>ND</b>	ZIP Code <b>58072</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Raffle 8/29/2025, 9/5/2025, 9/19/2025, 10/10/2025</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle</b>		
		Total (limit \$40,000 per year) \$

Intended Uses of Gaming Proceeds <b>To fund Hi-Liner athletic program and support students</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Name <b>Kara Wiebe</b>	Title <b>Treasurer</b>	Telephone Number <b>701-490-2542</b>	E-mail Address <b>kara.wiebe@bankforward.com</b>
Signature of Organization or Group's Top Official 		Title <b>Treasurer</b>	Date <b>8/11/2025</b>

**Information required to be preprinted on a standard raffle ticket:**

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or eight thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time for each drawing and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and physical street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or six thousand dollars.

**PRIZE RESTRICTIONS:**

A single cash prize cannot exceed \$8,000

The retail value of a merchandise prize cannot exceed \$8,000.

The **total** of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$40,000 per year.

If the value of the planned cash and merchandise prizes exceed \$40,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

**LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:**

	<b><u>Local Permit</u></b>	<b><u>Restricted Event Permit</u></b>
Number of events per year	Limited by prizes	One
Must file an information report	Yes, if political party	Yes
May pay employees compensation	Yes	No
Must use chips as wagers	No	Yes
Use of net income	Unrestricted	Restricted
Games allowed	Bingo Raffles Sports Pools	Bingo Raffles Sports Pools Poker Twenty-One Paddlewheels

Compared to a "Local Permit," an organization or group with a "Restricted Event Permit" may conduct three more game types, but is restricted to one event per year, must file a "Report on a Restricted Event Permit" with the city or county and Office of Attorney General, and disburse net income to eligible uses. These uses are described by North Dakota Century Code 53-06.1-11.1(2) and North Dakota Administrative Code 99-01.3-14-02. Refer to the backside of the "Report on a Restricted Event Permit" form for a general list of eligible uses.

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$40,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.





**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SFN 9338 (4-2023)

Pd 8/13/2025

CC

Tina 840-8879

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input type="checkbox"/> Raffle	<input checked="" type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>CHI Mercy Health Foundation</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>09.06.2025</b>	
Organization or Group Contact Person <b>Tina Olson</b>		E-mail <b>Tina.Olson900@CommonSpirit.org</b>	Telephone Number <b>701-845-6486</b>
Business Address <b>570 Chautauqua Blvd.</b>		City <b>Valley City</b>	State <b>ND</b>
Mailing Address (if different)		City	State
			ZIP Code <b>58072</b>

**SITE INFO**

Site Name <b>Valley City Eagles Club</b>		County <b>Barnes</b>	
Site Physical Address <b>345 12th Avenue NE</b>		City <b>Valley City</b>	State <b>ND</b>
			ZIP Code <b>58072</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>09.06.2025 - 3 Raffle Boards</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle Board #1</b>	<b>See Attached</b>	<b>675.88</b>
<b>Raffle Board #2</b>	<b>See Attached</b>	<b>439.00</b>
<b>Raffle Board #3</b>	<b>See Attached</b>	<b>750.00</b>
<b>Raffle Board #4</b> <b>See Attached \$589.00</b>		<b>Total (limit \$40,000 per year) \$ 1864.88</b>

Intended Uses of Gaming Proceeds	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <b>6,354</b> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Name <b>D. Ryan Fowler</b>	Title <b>President</b>	Telephone Number <b>701-845-6461</b>	E-mail Address <b>darryl.fowler@commonspirit.org</b>
Signature of Organization or Group's Top Official 		Title <b>President</b>	Date <b>8/12/2025</b>

Tina 840 8879

**Information required to be preprinted on a standard raffle ticket:**

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or eight thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time for each drawing and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and physical street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or six thousand dollars.

**PRIZE RESTRICTIONS:**

A single cash prize cannot exceed \$8,000

The retail value of a merchandise prize cannot exceed \$8,000.

The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$40,000 per year.

If the value of the planned cash and merchandise prizes exceed \$40,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

**LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:**

	<u>Local Permit</u>	<u>Restricted Event Permit</u>
Number of events per year	Limited by prizes	One
Must file an information report	Yes, if political party	Yes
May pay employees compensation	Yes	No
Must use chips as wagers	No	Yes
Use of net income	Unrestricted	Restricted
Games allowed	Bingo Raffles Sports Pools	Bingo Raffles Sports Pools Poker Twenty-One Paddlewheels

Compared to a "Local Permit," an organization or group with a "Restricted Event Permit" may conduct three more game types, but is restricted to one event per year, must file a "Report on a Restricted Event Permit" with the city or county and Office of Attorney General, and disburse net income to eligible uses. These uses are described by North Dakota Century Code 53-06.1-11.1(2) and North Dakota Administrative Code 99-01.3-14-02. Refer to the backside of the "Report on a Restricted Event Permit" form for a general list of eligible uses.

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$40,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.

Players purchase a raffle ticket for \$10 each. They choose a box numbered 1-80 on the board of the prize they hope to win. The box number for each board is randomly drawn and the raffle ticket pinned in that spot is read off as the winner for that prize. In the event there is not a ticket in that box, the number will be redrawn.

### **Raffle Board #1: Minneapolis Trip**

- 4 Nickelodeon Universe passes
  - 4 Moose Mountain Golf passes
  - 4 Crayola experience passes
    - Value= \$331.88
  - 2 Minnesota Vikings tickets (play on 12/8)
    - Value= \$344.00
- Board Total= \$675.88**

### **Raffle Board #2: Meat Bundle**

- Valley Meat Supply Meat bundle
    - Value= \$289.00
  - Sauce and Seasonings Variety Pack
    - Value= \$150.00
- Board Total= \$439.00**

### **Raffle Board #3: Grill Package**

- Pit Boss Sportsman 820 Wood Pellet Grill
    - Value= \$625.00
  - Spaceman Chef Knife
    - Value= \$125.00
- Board Total= \$750.00**

### **Raffle Board #4: Whiskey Wagon Package**

- Gorilla Lawn & Garden Dump Cart
    - Value= \$139.00
  - Asst. Variety Bottles of Whiskey
    - Value= \$450.00
- Board Total= \$589.00**



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Paid \$25  
on 8/15/25

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Barnes County Senior Citizens Council, Inc.</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>Bingo-Fridays Raffle 10/2/2025</b>	
Organization or Group Contact Person <b>Patricia Hansen</b>	E-mail <b>pat@southcentralseniors.org</b>	Telephone Number <b>701-845-4300</b>	
Business Address <b>139 2nd Ave. SE</b>	City <b>Valley City</b>	State <b>ND</b>	ZIP Code <b>58072</b>
Mailing Address (if different) <b>PO Box 298</b>	City <b>Valley City</b>	State <b>ND</b>	ZIP Code <b>58072</b>

## SITE INFO

Site Name <b>Barnes County Senior Center</b>		County <b>Barnes</b>	
Site Physical Address <b>139 2nd Ave. SE</b>	City <b>Valley City</b>	State <b>ND</b>	ZIP Code <b>58072</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Bingo every Friday 9/1/25 - 6/30/25 Raffle 10/2/2025</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Cash	150.00
Raffle	Gift Certificates	250.00
Bingo	Cash	1000
Total (limit \$50,000 per year)		\$ 1400.00

## ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer <b>Patricia Hansen</b>	Telephone Number <b>701-845-4300</b>	E-mail Address <b>pat@southcentralseniors.org</b>
Signature of Organization Group's Permit Organizer <i>Patricia Hansen</i>	Title <b>Director</b>	Date <b>8/15/2025</b>

## **RESOLUTION NO. 2498**

### **A RESOLUTION AUTHORIZING FILING OF APPLICATION WITH THE NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR A LOAN UNDER THE CLEAN WATER ACT AND/OR THE SAFE DRINKING WATER ACT.**

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF VALLEY CITY, BARNES COUNTY, NORTH DAKOTA,

That Brenda Klein, City Finance Director, be and is hereby authorized to execute and file an application on behalf of the City of Valley City with the North Dakota Department of Environmental Quality for a loan to aid in the construction of the following project (Sanitary Sewer Improvement District No. 72):

Sanitary sewer main relining, and any additional incidental work as deemed necessary, upon and along the streets and avenues contained within the district, as follows:

15<sup>th</sup> Street NE from 2<sup>nd</sup> Avenue NE to 3<sup>rd</sup> Avenue NE; 14<sup>th</sup> Street NE from 2<sup>nd</sup> Avenue NE to 3<sup>rd</sup> Avenue NE; 13<sup>th</sup> Street NE from 2<sup>nd</sup> Avenue NE to 4<sup>th</sup> Avenue NE; 2<sup>nd</sup> Avenue NE from 15<sup>th</sup> Street NE to 12<sup>th</sup> Street NE; 3<sup>rd</sup> Avenue NE from 15<sup>th</sup> Street NE to 14<sup>th</sup> Street NE; 4<sup>th</sup> Avenue NE from 14<sup>th</sup> Street NE to 13<sup>th</sup> Street NE and then south to 12<sup>th</sup> Street NE along the property line between 332 and 342 13<sup>th</sup> Street NE; 12<sup>th</sup> Street NE from 5<sup>th</sup> Avenue NE to 6<sup>th</sup> Avenue NE; 6<sup>th</sup> Avenue NE south from 12<sup>th</sup> Street NE approx. 860' and then east along the alley approx. 145'; 6<sup>th</sup> Avenue NE from 7<sup>th</sup> Street NE to the south side of 6<sup>th</sup> Street NE; 7<sup>th</sup> Street NE west from 6<sup>th</sup> Avenue NE to the alley between 6<sup>th</sup> Avenue NE and 5<sup>th</sup> Avenue NE, then north along the alley to 8<sup>th</sup> Street NE; Central Avenue N from 6<sup>th</sup> Street N to 2<sup>nd</sup> Street N; the alley between 2<sup>nd</sup> Street NE and 3<sup>rd</sup> Street NE from Central Avenue N to 5<sup>th</sup> Avenue NE including lateral spurs approx. one half block north in the 100 and 200 blocks of 3<sup>rd</sup> Street NE; Main Street E from 13<sup>th</sup> Avenue SE east approx. 900'.

That the Finance Director be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application, which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds in an estimated amount of \$600,000.

That the City of Valley City hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its municipal securities to the North Dakota Public Finance Authority.

Passed, adopted and approved this 19th day of August, 2025.

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Dave Carlsrud, President  
Board of City Commissioners

ATTEST:

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Brenda Klein, Finance Director

## **RESOLUTION NO. 2499**

### **A RESOLUTION AUTHORIZING TRANSFER OF REAL PROPERTY**

WHEREAS, the City of Valley City owns real property described as

All of Block 22 (including Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16) of  
Roots Addition to the City of Valley City, Barnes County, North Dakota

(Parcel No. 63-4271783) (the “Property”); and

WHEREAS, the Property consists of undeveloped land in an Open Space Zoning District; and

WHEREAS, the City desires to donate the Property to the Valley City Public School District for the  
purpose of maintaining District athletic fields; and

WHEREAS, parks, playgrounds, golf courses, forest preserves, public recreation spaces and other  
uses of the same general character are permitted uses in an Open Zoning District; and

WHEREAS, the Board of City Commissioners finds that athletic fields serve public purposes  
including health and recreation, community engagement, youth development and economic development.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE  
CITY OF VALLEY CITY, BARNES COUNTY, NORTH DAKOTA:

That the above described Property shall be transferred (and any legal interest in the Property  
quitclaimed) to the Valley City Public School District.

Passed, adopted and approved this 19th day of August, 2025.

---

Dave Carlsrud, President  
Board of City Commissioners

ATTEST:

---

Brenda Klein, Finance Director

# QUIT CLAIM DEED

THIS INDENTURE is made this \_\_\_\_ day of \_\_\_\_\_, 2025, between the **CITY OF VALLEY CITY**, a North Dakota municipal corporation (the GRANTOR); and the **VALLEY CITY PUBLIC SCHOOL DISTRICT**, a North Dakota public school district corporation, (the GRANTEE).

**WITNESSETH**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby Bargain, Sell, Remise, Release, Grant, and Quit-Claim forever, unto the Grantee, and its assigns, all of its right, title, and interest in and to the following real property lying and being in the County of Barnes, State of North Dakota, and described as follows, to wit:

All of Block 22 (including Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16) of Roots Addition to the City of Valley City, Barnes County, North Dakota, subject to existing zoning and flood plain regulations and restrictions, and all easements, reservations, rights of way, encumbrances, and protective or restrictive covenants of record.

(Referred to as Parcel #63-4271783 by the Barnes County Treasurer.)

**TO HAVE AND TO HOLD** the above quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the **GRANTEE**, and its assigns, **FOREVER**.

**IN TESTIMONY WHEREOF**, the **GRANTOR** has hereunto set their hand on this date, indicated above.

Gwen Crawford, City Administrator  
City of Valley City

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me personally appeared Gwen Crawford known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same.

---

Notary Public

The GRANTEE hereby certifies that this transfer is exempt from filing a statement of full consideration paid under Section N.D.C.C. Section 11-18-02.2(6)(h) because this transfer of ownership is being done pursuant to a quit claim deed.

Grantee or Agent

Return to: Valley City Public Schools  
460 Central Ave North  
Valley City, ND 58072



## July 2025 Expenditures

<b>Monthly Exp</b>	<b>\$2,287,683</b>
Includes:	
Annual State Fire & Tornado	\$37,797
PW Equipment Lease	\$68,217
PFP Engineering & Buyouts	\$61,819
Tourism Grant Funds-VCSU	\$75,000
Construction Projs	\$144,006
PW Capital Projects	\$694,739
MRES Purchased Power	\$333,129
Payroll & Benefits	\$454,891
Library	\$1,086
VC Park District	\$74,921
<b>Subtotal:</b>	<b>\$1,945,605</b>
<i><b>Balance for operations</b></i>	<i><b>\$342,078</b></i>









August 13, 2025

Dave Carlsrud  
City of Valley City  
254-2<sup>nd</sup> Avenue NE  
Valley City, ND 58072

RE: Recruiting & Retention Coordinator Position – Funding Request

Dear Dave:

The Valley City-Barnes County Development Corporation is requesting approval of \$80,000/year for the three-year period of October 1, 2025 through September 30, 2028 to fund the Recruiting & Retention (R&R) Coordinator position. The position was created to provide services to employers needing workers and job seekers who are seeking employment. The Corporation funded the position for the initial 30 months investing over \$112,000. Since December 2019 funding has been secured through the City sales tax dedicated to economic development.


The Corporation supports this investment for several reasons:

1. Valley City Good Life was implemented utilizing RWIP (Regional Workforce Impact Program) grant funds secured of over \$110,000 that resulted in the relocation of 9 people. We are actively working with 15 more leads who are serious about moving here. City economic development funds and private businesses contributed local matching funds. RWIP is a recruiting program through the ND Department of Commerce.
2. We have generated a total of 84 leads through the Valley City Good Life website from submissions and the ND Department of Commerce's Candidate Marketplace. Another 33 applications have been received through Indeed from 360 leads.
3. Employer services include recruiting, posting job openings, candidate searches and referrals, creating job descriptions and community orientation of potential employees.
4. Job seeker services include finding employment, resume writing, and completing job applications.
5. The Workforce Center provides public access to the Internet for job searches and on-line employment applications, printing, and professional and confidential assistance from our Coordinator.
6. Retention efforts include actively engaging people in activities and events such as Young Professionals Group and Summer Nights on Central.
7. This position also provides administrative and accounting support services to the Corporation.

Please review the Valley City Good Life (July 2024-June 2025) report provided. While we are generating results, workforce challenges are extensive and not going away any time soon. The report cites what we've learned, challenges, and specific jobs and employers who have received assistance in the last 12 months.

The City's support for this position is greatly appreciated. Please approve the request of \$80,000/year for the three-year period of October 1, 2025 through September 30, 2028. Thank you.

Respectfully,

  
Jennifer Feist  
Director of Development



August 13, 2025

Mayor Dave Carlsrud  
City of Valley City  
254 – 2<sup>nd</sup> Avenue NE  
Valley City, ND 58072

RE: Additional Funding for Resource Development Specialist Position

Dear Dave:

The Valley City- Barnes County Development Corporation is requesting approval of an additional \$10,000 per year to support the Resource Development Specialist position for the three-year period of October 1, 2024, through September 30, 2027. In September 2024, the City approved additional funds of \$6,000 for the prior fiscal year of 2023-2024 and \$70,000/year for 2024-2027. Funds would be secured from the City Sales Tax dedicated to economic development.

The RDS position was established in April 2001. Since then, we have assisted with securing over \$16.2 Million of the \$41.9 Million in applications submitted (a 39% success rate). The 10-year period of July 2015 through June 2025, we were able to secure over \$10.2 Million. Over the most recent five-year period funded, Barnes County Historical Society, Sheyenne River Water Trail, Dare to Create Foundation, Valley City Parks & Recreation, VCBC Development Corporation, VCSU Capital Campaign, City County Health District, Sheyenne Valley Community Foundation, Barnes County Park Board, VC Eagles Club, and the Sheyenne Valley Area Career & Technology Center were awarded significant funds (over \$6 M total).

The Board believes strongly in the RDS position as a great investment for several reasons:

1. Strong return on investment generating nearly 11 times the investment made (\$1,190,000 approved);
2. Substantial positive community impact in terms of dollars that are new to ND and services provided;
3. About 35 local organizations receive assistance on an on-going basis;
4. The list of grant funds does not include other funds leveraged and in-kind contributions. The total value of the position and its economic impact cannot always be measured in dollars; and
5. Future projects that would benefit include healthcare, infrastructure, tourism, workforce, and community development.

The City's support for this position is greatly appreciated. Please approve the request of \$10,000 per year for the three-year period of October 1, 2024, through September 30, 2027. Thank you.

Sincerely,

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

Jennifer Feist  
Director of Development

## OPTION AND RIGHT OF ENTRY AGREEMENT

THIS OPTION AND RIGHT OF ENTRY AGREEMENT (the "Agreement") is made as of the \_\_\_\_ day of August, 2025 (the "Effective Date"), by and between City of Valley City, whose address is 220 3rd Street NE, Valley City, ND 58072 ("Site Owner") and Allo Towers Inc., whose address is 151 Kalmus Drive, Suite E-201, Costa Mesa, California 92626 ("Grantee"). All references hereafter to "Grantee" and "Site Owner" shall include their respective heirs, successors, personal representatives and assigns (Grantee and Site Owner, collectively, "Parties").

### RECITALS

**WHEREAS**, Site Owner is the owner of that certain property ("Property") located in the County of Barnes, in the State of North Dakota, having a county parcel identification number of 41-3220200 also known as a portion of Section 32 Township 140N Range 58W, and which Property is more particularly described on Exhibit A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Grantee full discharge and acquittance therefor, Site Owner and Grantee agree to the following:

### AGREEMENT

1. Grant of Option. Site Owner grants to Grantee an exclusive option (the "Option") to purchase an exclusive easement over a certain portion of the Property containing approximately 3,600 square feet including the air space above such ground space, as described on attached Exhibit B, (the "Communication Easement"), for the placement of certain Facilities (as defined in the Easement Agreement), together with (i) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B (the "Access and Utility Easements"); for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses (the Communication Easement, Access and Utility Easements, collectively "Easements"). The term of such Easements shall be perpetual, commencing on the Effective Date of the Easement Agreement.
2. Option Term. In consideration of Site Owner granting Grantee the Option, Grantee agrees to pay Site Owner the sum of Three Hundred Fifty and No/100 Dollars (\$350.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") which term may be renewed by Grantee for an additional one (1) year (the "Renewal Option Term") upon written notification to Site Owner and the payment of an additional Three Hundred Fifty and No/100 Dollars (\$350.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term." The amounts defined above will be applied to the Purchase Price.
3. Right of Entry and Inspections. During the Option Term, Grantee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief deemed necessary at Grantee's sole discretion for its use of the Easements (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to

do those things on or off the Property that, in the opinion of Grantee, are necessary in Grantee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Site Owner's title to the Property and the suitability of the Property for Grantee's intended use, all at Grantee's expense. Grantee will not be liable to Site Owner or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Grantee's inspection. Grantee will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted. Site Owner will not be liable to Grantee for costs related to unknown defects or conditions including additional inspections, testing, engineering, remediation, and/or termination of this Option.

4. Assignment. The Option may be sold, assigned or transferred at any time by Grantee without the written consent of Site Owner. Upon notification to Site Owner of such sale, assignment, or transfer, Grantee shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

5. Exercise of Option. At any time during the Option Term, Grantee may exercise the Option by notifying Site Owner in writing. If Grantee exercises the Option, then within thirty (30) days, Site Owner and Grantee shall enter into a separate Easement Agreement in the form of the Easement Agreement attached as hereto as Exhibit C (the "Easement Agreement"), whereby Grantee shall acquire the Easements contemplated and record the Easement Agreement in the official records of Barnes County, in the State of North Dakota, herein. Upon the Parties' full execution of the Easement Agreement, Grantee shall pay Site Owner the sum of Ten Thousand Dollars and no/100 Dollars (\$10,000.00) (the "Purchase Price").

6. Subdivision / Sale. If during the Option Term, or during the Term if the Option is exercised, Site Owner decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Site Owner's contiguous, adjoining or surrounding property (the "Surrounding Property") or in the event of a threatened foreclosure of the Property, Site Owner shall immediately notify Grantee in writing. Site Owner agrees that during the Option Term, or during the Term if the Option is exercised, Site Owner shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Grantee from using the Premises for the Permitted Use.

7. Site Owner Representations and Covenants. Site Owner represents and warrants to Grantee that (i) Site Owner is the sole owner and has good and indefeasible title to the Property, (ii) Site Owner has the proper authority and legal capacity to enter into this Agreement and grant the Option, (iii) no party other than Grantee has the right to acquire the any portion of the Easements during the Option Term, and (iv) Site Owner has neither received any written notice of, nor has any actual knowledge of, any condemnation or other eminent domain proceedings, or purchase offer by an entity having the power of eminent domain, instituted or threatened against the Property. Site Owner agrees that Site Owner will not grant any right or option to acquire the Property or any portion thereof to any other party during the Option Term.

8. Definitions. Capitalized terms not defined herein shall have the meaning ascribed to them in the Easement Agreement.

9. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

10. Notices. All notices, requests, demands and other communications hereunder shall be in writing

and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Grantee set forth in this section. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

Address of Site Owner:

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

Address of Grantee:

Allo Towers Inc.  
Attn: Vice President, Operations  
151 Kalmus Drive, Suite E-201  
Costa Mesa, California 92626

11. Further Assurances. Site Owner and Grantee hereby agree that Grantee may, at any time and from time to time, in its reasonable discretion, require the Site Owner to execute such documents or instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and consummate the transactions contemplated in this Agreement, including, but not limited to, closing statements and title affidavits.

12. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable here from and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Grantee, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Grantee for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; and (g) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**SITE OWNER:**

**CITY OF VALLEY CITY**

By:

\_\_\_\_\_

Print Name: Gwen Crawford, City Administrator

Address: 220 3rd Street NE

City: Valley City

State: ND

Zip: 58072

Tel: 701-845-8120

**NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_ by Gwen Crawford.

\_\_\_\_\_  
Notary Public

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**GRANTEE:**

**ALLO TOWERS INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Allo Towers Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**



#### **Parley Parcel Info Window**

[View County Link](#)

Parcel ID: 41-3220200

County: Barnes

Latitude: 46.9002177443737

Longitude: -98.033438206487

Municipality: Valley

State: ND

Census ZIP: 58072

Owner: CITY OF VALLEY CITY

Mailing Address: PO BOX 390

Total Market Value: \$205,800

School District: Valley City Public School District 2

Acreage: 60.02

Adjacent Acreage (Same Owner): 225.666437726197

Elevation: 1402.09613801567 ft

Section/Township/Range: 32-140N-58W

Census Block: 3004

Census Tract: 968000

Last Updated: 2025-Q1

County ID: 38003

County Row ID: 7907

Municipality ID: 1759736

Robust ID: AACUc3yOCaF\_BnnH

Alternative ID: 38003-41-3220200

#### **Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY GRANTEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT B**

**LEGAL DESCRIPTION OF COMMUNICATION EASEMENT AND  
ACCESS AND UTILITY EASEMENTS**

**Communication Easement**

**[GRANTEE TO PREPARE LEGAL DESCRIPTION]**

All rights of ingress and egress across the Property, more fully described on Exhibit A hereof, to and from the Communication Easement described above, providing access to a publicly dedicated roadway, including but not limited to **35<sup>th</sup> Street SE and 115<sup>th</sup> Ave SE** (hereinafter the “Access and Utility Easement”), along with the right to use said Access and Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

**Access Easement:**

**[GRANTEE TO PREPARE LEGAL DESCRIPTION]**

**Utility Easement:**

**[GRANTEE TO PREPARE LEGAL DESCRIPTION]**

Site Owner herein agrees that the legal descriptions above may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

**SITE OWNER:**  
CITY OF VALLEY CITY

**GRANTEE:**  
ALLO TOWERS INC.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

**EXHIBIT C**

**FORM OF EASEMENT AGREEMENT**

**[ATTACHED]**

**Prepared by:**  
**Allo Towers Inc.**  
**151 Kalmus Drive, Suite E-201**  
**Costa Mesa, California 92626**  
**Site Name: Sierra**

**Record and Return to:**  
**Allo Towers Inc.**  
**151 Kalmus Drive, Suite E-201**  
**Costa Mesa, California 92626**  
**Attn: Vice President, Operations**

**File No.:** \_\_\_\_\_

## **WIRELESS COMMUNICATION EASEMENT AGREEMENT**

THIS WIRELESS COMMUNICATION EASEMENT AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between City of Valley City whose address is 220 3rd Street NE, Valley City, ND 58072 ("Site Owner") and Allo Towers Inc., whose address is 151 Kalmus Drive, Suite E-201, Costa Mesa, California 92626 ("Grantee"). All references hereafter to "Grantee" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Grantee and Site Owner, collectively, "Parties").

### **RECITALS**

**WHEREAS**, Site Owner is the owner of that certain property ("Property") located in the County of Barnes, in the State of North Dakota, having a county parcel identification number of 41-3220200 also known as a portion of Section 32 Township 140N Range 58W, and which Property is more particularly described on Exhibit A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Grantee full discharge and acquittance therefor, Site Owner and Grantee agree to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Grantee:

- (i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities (collectively, "Facilities") and any related activities and uses, together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and
- (ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B ("Access and Utility Easements;" Communication

Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) As used herein "Easements" means collectively the Communication Easement, Access and Utility Easements.

2. Use of Easements. Consistent with the uses set forth in Section 1 above, Grantee shall have the right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and the affiliates, agents, contractors, invitees and employees of Grantee and/or Grantee's present or future lessees or licensees (collectively, "Customers").

3. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. In the event a perpetual obligation is not permitted under applicable law, the term shall be the longest possible term permitted under applicable law. Grantee may terminate the Easements for any reason or at any time by giving notice to Site Owner. This Agreement may be terminated by Site Owner upon the following conditions, after giving notice to Grantee: (i) the Facilities constructed in the Communication Easement are no longer operated for the purposes described in paragraph 1 for a period of two (2) years; or (ii) the North Dakota Statewide Interoperability Radio Network (SIRN) is not installed and made available for emergency communications (however, this provision shall not apply if SIRN is discontinued after a period of active use). If the Agreement is terminated Grantee will restore the Property to its condition as it existed at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted (excluding the removal of footings).

4. Improvements; Utilities. Grantee and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Grantee and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Grantee and to act reasonably and in good faith in granting Grantee the right to locate such utilities on the Property without requiring the payment of additional fees. Grantee acknowledges that relocation of utilities on the Property may necessitate separate agreements with and financial obligations to third-party tenants, or may be denied by Site Owner if relocation will create an unreasonable intrusion into the Property. If necessary, Site Owner shall, upon Grantee's request, execute and record a separate written easement with Grantee or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Grantee and as necessary to comply with applicable laws, statutes or regulations.

5. Power of Attorney. Site Owner hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to: (i) negotiate and consummate leases, licenses and/or other agreements of use within the Easements with Customers, having a duration beyond the term of this Agreement, (ii) to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Grantee and/or its

Customers, (iii) execute any and all necessary documentation to comply with applicable laws, statutes or regulations, (iv) and to sign and consent to any agreement required by Customers so long as such consent does not increase Site Owner's obligations in any way, financial or otherwise.

6. Taxes. The Property is exempt from taxation and Site Owner has no current tax obligations. However, Site Owner shall be solely responsible for the payment of all future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes"), if any shall be assessed.. Within ten (10) days of receiving a request from Grantee, Site Owner shall furnish to Grantee a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Grantee shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Grantee for the full amount of such Taxes paid by Grantee on Site Owner's behalf (plus interest calculated at a rate of 18% per annum) within five (5) business days of Site Owner's receipt of an invoice from Grantee.

7. Property Maintenance and Access. Site Owner shall be solely responsible for the maintenance of the entirety of the Property (except for the Communication and Access Easements). Site Owner agrees to provide Grantee and its Customers access to and from the Easements and all other space on the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week. Grantee will keep the Communication and Access Easements in good repair and in a proper state of maintenance.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Grantee, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for as disclosed on Exhibit C, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner hereby waives all claims against Grantee or its Customers for reimbursement of any future charges or expenses paid by Site Owner on behalf of Grantee or Grantee's Customers unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred; and (e) Site Owner shall not use nor permit its officers, employees, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way materially interferes with the operations of Grantee and/or any Customers.

9. Environmental Covenants and Indemnity. The site selected by Grantee is approximately 150 feet from a City sanitary sewer discharge pond which is operated pursuant to a permit issued by the North Dakota Department of Environmental Quality. Site Owner represents that it has not otherwise permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Grantee will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Grantee shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any

Substance on, under or about the Property caused by the wrongful acts or omissions or negligence of the indemnifying party and their respective agents, contractors and employees, or Grantee's Customers. The foregoing indemnity shall survive any termination of this Agreement. This provision does not apply and Site Owner will not be liable to Grantee for costs related to unknown defects or conditions including additional inspections, testing, engineering, remediation, and/or termination of this Agreement, unless the Site Owner, its officer, employee or agent, has engaged in reckless or grossly negligent conduct, or willful or wanton misconduct, during or following construction of the Facilities.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Grantee shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the reckless or grossly negligent conduct or willful misconduct of the indemnified party.

11. Assignment; Secured Parties. Grantee has the unrestricted right to assign, mortgage or grant a security interest in all of Grantee's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Grantee and Secured Parties (provided Grantee has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Grantee and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Grantee has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Grantee's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Grantee accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. Site Owner hereby grants Grantee the irrevocable right to add Customers within the Facilities. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Grantee's Customers on behalf of itself or on behalf of any third party. Grantee shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Grantee with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Grantee and shall not be extinguished by Grantee's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Grantee in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled. Site Owner hereby assigns to Grantee any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Grantee.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

16. Dispute Resolution.

(a) If Grantee fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Grantee and any Secured Parties, provided Grantee has given Site Owner notice and contact information of Secured Parties, in writing of any default by Grantee, and to give Grantee and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Grantee's receipt of the written default notice. If Grantee or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner, and Grantee's liability shall be limited to an amount equal to its two hundred percent (200%) of its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Grantee or its Customers, Grantee shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Agreement, an authorized representative of the Site Owner and Grantee shall, through a good faith negotiation, attempt to settle by written resolution within thirty (30) days.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Grantee set forth in this section. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

Address of Site Owner:

City of Valley City  
220 3rd Street NE



Valley City, ND 58072

Address of Grantee:

Allo Towers Inc.  
151 Kalmus Drive, Suite E-201  
Costa Mesa, California 92626  
Attn: Vice President, Operations

18. **Miscellaneous.** (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Grantee, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Grantee for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Grantee has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**SITE OWNER:**

**CITY OF VALLEY CITY**

By:

\_\_\_\_\_

Print Name: Gwen Crawford

Title: City Administrator

Address: 220 3rd Street NE

City: Valley City

State: ND

Zip: 58072

Tel: 701-845-8120

**NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_ by Gwen Crawford.

\_\_\_\_\_  
Notary Public

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**GRANTEE**

**ALLO TOWERS INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_ of Allo Towers Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

×

#### **Parley Parcel Info Window**

[View County Link](#)

Parcel ID: 41-3220200

County: Barnes

Latitude: 46.9002177443737

Longitude: -98.033438206487

Municipality: Valley

State: ND

Census ZIP: 58072

Owner: CITY OF VALLEY CITY

Mailing Address: PO BOX 390

Total Market Value: \$205,800

School District: Valley City Public School District 2

Acreage: 60.02

Adjacent Acreage (Same Owner): 225.666437726197

Elevation: 1402.09613801567 ft

Section/Township/Range: 32-140N-58W

Census Block: 3004

Census Tract: 968000

Last Updated: 2025-Q1

County ID: 38003

County Row ID: 7907

Municipality ID: 1759736

Robust ID: AACUc3yOCaF\_BnnH

Alternative ID: 38003-41-3220200

#### **Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE EASEMENTS ONCE RECEIVED BY GRANTEE.
2. ANY SETBACK OF THE EASEMENTS FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT B**

**COMMUNICATION EASEMENT**

That portion of the Property on which any Facilities exist on the date of this Agreement, and the portion of the Property described as follows:

**Communication Easement**

**[GRANTEE TO PREPARE LEGAL DESCRIPTION]**

All rights of ingress and egress across the Property, more fully described on Exhibit A hereof, to and from the Communication Easement described above, providing access to a publicly dedicated roadway, including but not limited to **35<sup>th</sup> Street SE and 115<sup>th</sup> Ave SE** (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

**Access Easement:**

**[GRANTEE TO PREPARE LEGAL DESCRIPTION]**

**Utility Easement:**

**[GRANTEE TO PREPARE LEGAL DESCRIPTION]**

Site Owner herein agrees that the legal descriptions above may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

**SITE OWNER:**  
CITY OF VALLEY CITY

**GRANTEE:**  
ALLO TOWERS INC.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

**EXHIBIT C**

**TITLE ENCUMBRANCES**

1) NONE

OR

2) Mortgage Info \_\_\_\_\_, for which a Non-Disturbance Agreement has been executed in favor of Grantee and recorded in the Official Records of \_\_\_\_\_ County, State of \_\_\_\_\_, under Instrument No. \_\_\_\_\_