

CITY COMMISSION MEETING
VALLEY CITY, NORTH DAKOTA

Tuesday, October 7, 2025
5:00 PM

The City Commission Meeting will begin on Tuesday, October 7, 2025 at 5:00 PM CT, at the City Commission Chambers, 220 3rd St. NE, Valley City, ND.

The meeting is also available to view online <https://us06web.zoom.us/j/84914051554> or listen by calling (1 346 248 7799) Webinar ID: 849 1405 1554.

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 Drabus	City Assessor
		Scott Magnuson	Fire Chief
		Nick Horner	Police Chief
		KLJ/Moore	City Engineers

NEXT RESOLUTION NO. 2502 NEXT ORDINANCE NO. 1181

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE (PLEASE STAND)

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

APPROVAL OF CONSENT AGENDA

- A. Approve Minutes from the 9.16.2025 Finance and Commission Meetings.

Pg. 3
- B. Approve Contractor Licenses:

Pg. 7

a. Advanced Striping, Inc. – Fargo

b. Sieg Construction – Valley City

c. Vita Roofing LLP - Fargo
- C. Approve Local Raffle Permit:

Pg. 20

a. Valley City Area Chamber of Commerce

b. Trinity Lutheran WELCA

c. St. Catherine School

d. SHINE

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. Written comments hand delivered at the time of the meeting or emailed prior to 4:00 pm on the date of the meeting will be distributed to the Board for their information and maintained in City files. Written comments are not read aloud at the meeting

PUBLIC HEARING

PH1. Public Hearing Regarding Special Assessment

Pg. 35

Projects:

Paving Improvement District No. 126

Water Main Improvement District No. 104

Sanitary Sewer Improvement District No. 68
Storm Sewer Improvement District No. 55
Declare Public Hearing Open.
Close Public Hearing.

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

Approve Special Assessments as recommended by the Special Assessment Commission for Paving Improvement District No. 126, Water Main Improvement District No. 104, Sanitary Sewer Improvement District No. 68 and Storm Sewer Improvement District No. 55. *(Finance Director Klein)*

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

PH2. Public Hearing Regarding Special Assessment Projects Pg. 48

Paving Improvement District No. 128
Water Main Improvement District No. 105
Sanitary Sewer Improvement District No. 69

Declare Public Hearing Open.
Close Public Hearing.

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

Approve Special Assessments as recommended by the Special Assessment Commission for Paving Improvement District No. 128, Water Main Improvement District No. 105, and Sanitary Sewer Improvement District No. 69. *(Finance Director Klein)*

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

ORDINANCE

ORD 1179. Second and final reading of Ordinance 1179, an Ordinance to create and enact Section 01-01-17 of the Valley City Municipal Code related to billing and fees for city services. *(City Attorney Martineck)* Pg. 55

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

ORD 1180. Second and final reading of Ordinance 1180, an Ordinance Adopting the 2026 Annual City Budget. Pg. 56
(Finance Director Klein)

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

RESOLUTION

RES 2502. 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. *(Finance Director Klein)*

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud Pg. 58

NEW BUSINESS

NB1. Approve Accepting Award for Back the Blue Funds. *(Police Chief Horner)* Pg. 59

Roll Call: Erickson Gulmon Bishop Magnuson Carlsrud

NB2. Approve Agreement with the ND Department of Health and Human Services for the Police Department to develop the Responsible Tobacco Retailer Training Project. *(Police Chief Horner)* Pg. 61

Roll Call: Gulmon Bishop Magnuson Erickson Carlsrud

NB3. Approve Interim Financing Agreement, Series F, for Red River Valley Water Supply Project. *(President Carlsrud)* Pg. 71

Roll Call: Bishop Magnuson Erickson Gulmon Carlsrud

NB4. Approve opening a CD in the amount of \$2,000,000 at Dacotah Bank. *(Finance Director Klein)*

Roll Call: Magnuson Erickson Gulmon Bishop Carlsrud

CITY ADMINISTRATOR’S REPORT

CITY UPDATES & COMMISSION REPORTS

ADJOURN

CITY COMMISSION FINANCE MEETING VALLEY CITY, NORTH DAKOTA

Tuesday, September 16, 2025

2:30 PM

Called to Order

President Carlsrud called the meeting to order at 2:30 PM.

Roll Call

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

Other present: City Administrator Crawford, City Attorney Martineck, Finance Director Klein, Deputy Auditor Johnson, Police Chief Horner, City Engineer Petersen, City Engineer Eslinger.

Agenda Items

Review monthly bills/reports. Finance Director Klein reviewed the monthly bills and reports.

Discuss Valley City NW Water Tower. City Engineer Eslinger reviewed the cost options with the project and what the 30 year loan payments would look like. Consensus was the City would do a \$500,000 down payment and look at a \$2 base fee per meter monthly charge on utility billing.

Review CD Renewal Options. The Commission reviewed CD rate options. Consensus was to renew the rates at Dacotah Bank for 7 months and going forward the Finance Committee will determine CD renewals and report to the City Commission.

Review Settlement Agreement for the 2nd Ave 3rd St. NE Reconstruction Project. Commissioner Bishop moved to add Review Settlement Agreement for the 2nd Ave 3rd St. NE Reconstruction Project to the agenda, seconded by Commissioner Erickson.

Motion passed unanimously.

City Engineer Petersen reviewed the Notice of Intent and change orders with STRATA. The dollar amount paid by the City and NDDOT would not change due to these documents. Consensus was to move forward.

Department Reports

Department Spotlight – New Employees since 1.1.2025

Sanitation Department Forman Swart reported on getting new software for the Transfer Station.

Water Department Water Treatment Superintendent Hesch reported on the lagoon.

Electrical Department Electrical Superintendent Senf reported on progress of current projects.

Fire Department Fire Chief Magnuson reported monthly calls and blighted buildings.

Police Department Police Chief Horner reported monthly calls for service and discussed vehicle purchase in 2026. Commission agreed for the Police Department to purchase the Ford Explorer in 2026. Chief Horner updated the Commission on Back the Blue funds awarded and a potential agreement with ND Department of Health and Human Services to develop the Responsible Tobacco Retailer Training Project.

Street Department Operations Superintendent Klemisch reported on progress of current projects.

Administration

City Administrator Crawford discussed Ordinance changes and PFP Buyouts. Discussed the Preliminary & Design Engineering services for the Exit 292/Loves Access Flex Fund Application. Commissioners agreed to pay 5% of the project, which is a 50/50 cost share with the County for the local 10% share.

Finance Director Klein discussed current CD's and gave an update on changes made to the budget.

Adjourn

The meeting was adjourned at 4:42PM

CITY COMMISSION MEETING VALLEY CITY, NORTH DAKOTA

Tuesday, September 16, 2025

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

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

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Bishop moved to remove NB2. Approve Valley City NW Water Tower Opinion of Probable Cost and Discussion Project Cost Saving Options, seconded by Commissioner Magnuson. Motion passed unanimously.

APPROVAL OF CONSENT AGENDA

A. Approve Minutes from the 9.2.2025 Commission Meetings.

B. Approve Contractor License:

- a. Sperle Masonry Inc. – West Fargo**
- b. Legacy Building Solutions, LLC – South Haven MN**
- c. Nelson Construction LLC – Oriska**
- d. David L Singleton – Valley City**

C. Approve Contractor License Renewal:

- a. Abel's Remodeling SRVS**

Commissioner Gulmon moved to approve, seconded by Commissioner Erickson.

Motion passed unanimously.

PUBLIC HEARING

Open public Hearing Regarding the 2026 Annual City Budget.

Commissioner Bishop moved to close, seconded by Commissioner Magnuson.

Motion passed unanimously.

ORDINANCE

ORD 1176. Second and Final reading of Ordinance 1176, an Ordinance to amend and reenact Section 8-04-06 of the Valley City Municipal Code related to tobacco license violations.

Commissioner Bishop moved to approve, seconded by Commissioner Erickson.

Motion passed unanimously.

ORD 1177. Second and Final reading of Ordinance 1177, an Ordinance to create and enact Title 21 of the Valley City Municipal Code related to gaming.

Commissioner Bishop moved to approve, seconded by Commissioner Gulmon.

Motion passed unanimously.

ORD 1178. Second and Final reading of Ordinance 1178, an Ordinance to amend and reenact Sections 15-01-09 and 15-01-16 of the Valley City Municipal Code related to public works accounts receivable.

Commissioner Gulmon moved to approve, seconded by Commissioner Bishop.

Motion passed unanimously.

ORD 1179. First reading of Ordinance 1179, an Ordinance to create and enact Section 01-01-17 of the Valley City Municipal Code related to billing and fees for city services.

Commissioner Gulmon moved to approve, seconded by Commissioner Magnuson.

Motion passed unanimously.

ORD 1180. First Reading of Ordinance 1180, an Ordinance Adopting the 2026 Annual City Budget.

Commissioner Gulmon moved to approve, seconded by Commissioner Magnuson.

Motion passed unanimously.

RESOLUTION

RES 2501. A Resolution Approving Final Plans, Specifications and Authorizing Engineer to Advertise for Bids for Northwest Area Water System Improvements.

Commissioner Bishop moved to approve, seconded by Commissioner Gulmon.

Motion passed unanimously.

NEW BUSINESS

Approve Monthly Bills for the City and Public Works in the Amount of \$1,708,011.

Commissioner Magnuson moved to approve, seconded by Commissioner Gulmon.

Motion passed unanimously.

CITY ADMINISTRATOR'S REPORT

City Administrator Crawford gave an update on the Service Center project.

City Engineer Petersen gave an update on construction projects.

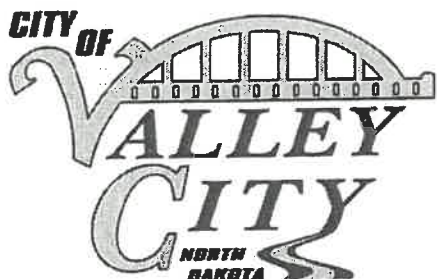
City Engineer Eslinger gave an update on the Water Tower project bids.

Commissioner Erickson reminds local citizens the last tree pickup day is September 25th and to please call Public Works to get your name on the list.

Attested to by:

Brenda Klein, Finance Director
City of Valley City

Dave Carlsrud, President of the
City of Valley City Commission



City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2025 – May 31, 2026

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: Advanced Striping, Inc
 Owner: Tyler Anderson
 Mailing Address: 4586 27th St N
 City, State Zip Code: Fargo, ND 58102
 Phone Number: 701-388-4426
 Email Address: amanda@fmstriping.com
 Today's Date: 9/22/2025

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

☒ Contractor ☐ Electrician ☐ Plumber ☐ Mechanical

State License Numbers (provide all that apply):

☐ Electrician ☐ Plumber ☒ Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

☒ Certificate of Liability Insurance, City of Valley City as certificate holder

☐ Current copy of State Electrician and/or Plumber License

☒ Current copy of State Contractor License,

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

LICENSE FEE: ☒ \$100 if initial application, make checks payable to City of Valley City
☐ \$50 if renewal application pd cc

RETURN TO: Valley City Auditor
 254 2nd Ave NE
 Valley City, ND 58072

Phone: (701) 845 – 1700
 Email: jhintz@valleycity.us

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 52720

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **ADVANCED STRIPING INC** whose address is in FARGO, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

ADVANCED STRIPING INC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 24, 2025

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

Michael Howe
Secretary of State

The North Dakota Secretary of State verifies that:

ADVANCED STRIPING INC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2026 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 52720



ADVASTR-01

DBRUNSVOLD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Great Plains, LLC 3220 4th Street East Suite 201 West Fargo, ND 58708	CONTACT Deb Brunsvold	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: deb.brunsvold1@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire & Casualty Company	13021
INSURED Advanced Striping, Inc. 4586 27th St N Fargo, ND 58102	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		60540967	10/15/2024	10/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ND STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		60540967	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ 0		60540967	10/15/2024	10/15/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Rented/Leased Equip		60540967	10/15/2024	10/15/2025	Rented/Leased Equip 100,000
A	Rented/Leased Equip		60540967	10/15/2024	10/15/2025	Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Valley City
254 2nd Ave NE
Valley City, ND 58072

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Payment Receipt



Receipt for City of Valley City

Advanced Striping, Inc
4586 27th St N
Fargo, ND 58102
Phone: 701-388-4426
Email: amanda@fmstriping.com
Description: CONTRACTOR LICENSE

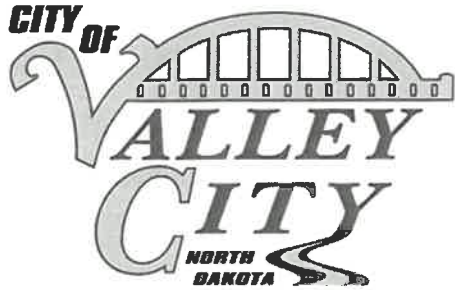
Payment Status: Approved
Payment Result: Approved
Payment Date: 09/22/2025
Authorization Code: 02296Q
Auth Date: 09/22/2025 12:27:43 MST
Reference: C50396303P91800408
Payment Amount: \$100.00 USD
Service Fee: \$3.00
Total Amount: \$103.00
MTID: M87507T29667
CN: AMANDA HOFFMAN
On card: *****4683
Pay Method: Mastercard

Signature: _____

Thank you. Your payment has been received.

Merchant Copy

con# 464



City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2025 – May 31, 2026

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: SIEG CONSTRUCTION
Owner: ROD SIEG
Mailing Address: 214 3RD ST SE - PO BOX 63
City, State Zip Code: VALLEY CITY, ND 58072
Phone Number: 701.490.1280
Email Address: rodsieg.vc.nd@gmail.com
Today's Date: 10/1/2025

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

☒ Contractor ☐ Electrician ☐ Plumber ☐ Mechanical

State License Numbers (provide all that apply):

☐ Electrician ☐ Plumber 52316 Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

☒ Certificate of Liability Insurance, City of Valley City as certificate holder

☐ Current copy of State Electrician and/or Plumber License

☒ Current copy of State Contractor License,

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

LICENSE FEE: ☒ \$100 if initial application, make checks payable to City of Valley City
☐ \$50 if renewal application Paid CC 10-1-25

RETURN TO: Valley City Auditor
254 2ND Ave NE
Valley City, ND 58072

Phone: (701) 845 – 1700
Email:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com FAX (A/C, No):														
INSURED Rod Sieg Sieg Construction 214 3rd St NE Valley City, ND 58072	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Next Insurance US Company</td><td>16285</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Next Insurance US Company	16285	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Next Insurance US Company	16285														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 611736249**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTTXYXR-00-GL	03/21/2025	03/21/2026	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00 \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions	X		NXTTXYXR-00-GL	03/21/2025	03/21/2026	Each Occurrence: \$10,000.00 Aggregate: \$20,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is North Dakota Secretary of State's Office. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDERNorth Dakota Secretary of State's Office
600 E Boulevard Ave Dept 108
Bismarck, ND 58505**LIVE CERTIFICATE**

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000052316

CLASS: D

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Sieg Construction** whose address is in VALLEY CITY, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Sieg Construction is entitled to bid on and accept contracts as authorized by law under this license provided that any single contract project may not exceed \$100,000 in value.

Dated: April 10, 2025

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

Michael Howe
Secretary of State

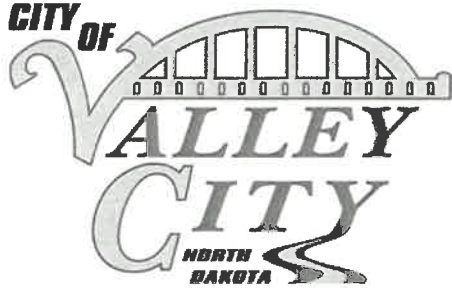
The North Dakota Secretary of State verifies that:

Sieg Construction

is the holder of a North Dakota Class D Contractor License
which is in force until March 1, 2026 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000052316

con #465



City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2025 – May 31, 2026

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: Vita Roofing LLP
Owner: Clay Blair, Jack Englund
Mailing Address: 9690 42nd st S Suite J
City, State Zip Code: Fargo North Dakota 58104
Phone Number: 701-373-1703
Email Address: office@vitaroofing.com
Today's Date: 10/1/2025

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

X Contractor _____ Electrician _____ Plumber _____ Mechanical

State License Numbers (provide all that apply):

_____ Electrician _____ Plumber 000050292 Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

X Certificate of Liability Insurance, City of Valley City as certificate holder

_____ Current copy of State Electrician and/or Plumber License

X Current copy of State Contractor License,

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

LICENSE FEE: X \$100 if initial application, make checks payable to City of Valley City
_____ \$50 if renewal application *Paid CK# 1480*

RETURN TO: Valley City Auditor
254 2nd Ave NE
Valley City, ND 58072

Phone: (701) 845 – 1700
Email: jhintz@valleycity.us



VITAROO-01

JHANSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER OnPoint Insurance Services, LLC 3575 45th St S Suite 100 Fargo, ND 58104	CONTACT NAME: PHONE (A/C, No, Ext): (701) 353-2592 E-MAIL ADDRESS: admin@onpointins.com FAX (A/C, No): (701) 203-4056														
INSURED Vita Roofing LLP 9690 42nd St S, Unit G Fargo, ND 58104	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Kinsale Insurance Company</td><td></td></tr><tr><td>INSURER B : Amguard Insurance Company</td><td></td></tr><tr><td>INSURER C : Evanston Insurance Company</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Kinsale Insurance Company		INSURER B : Amguard Insurance Company		INSURER C : Evanston Insurance Company		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			0100345088-0	1/14/2025	1/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STOP GAP \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			VIAU526069	12/24/2024	12/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOBW9926624	2/2/2024	2/2/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Valley City
254 2nd Ave NE
Valley City, ND 58072

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jenny Stegelmeyer-Hansen

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000050292

CLASS: C

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Vita Roofing LLP** whose address is in FARGO, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Vita Roofing LLP is entitled to bid on and accept contracts as authorized by law under this license provided that any single contract project may not exceed \$300,000 in value.

Dated: March 11, 2025

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

Michael Howe
Secretary of State

The North Dakota Secretary of State verifies that:

Vita Roofing LLP

is the holder of a North Dakota Class C Contractor License
which is in force until March 1, 2026 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000050292

**LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 17926 (11-2023)

Permit Number

1574

Permit Type (check one)



Local Permit



Restricted Event Permit*

Games Authorized



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 Valley City Chamber of Commerce		Dates Authorized (Read Instruction 2) 12.12.25 through 12.23.25	
Organization or Group Contact Person Shelby & Michaela	E-mail chamber@valleycitychamber.com	Telephone Number 701-845-1891	
Mailing Address 253 Central Ave N Ste 101	City Valley City	State ND	ZIP Code 58072

SITE INFO

Site Name Valley City Chamber of Commerce		County Barnes	
Site Address 253 Central Ave N Ste 101	City Valley City	State ND	ZIP Code 58072
If the city or county is placing restrictions on the permit, please explain			
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.) Raffle - 12/12, 12/13, 12/14, 12/15, 12/16, 12/17, 12/18, 12/19, 12/20, 12/21, 12/22, 12/23/2025			

Permits must be issued prior to the 1st event date.

Local governing bodies please see the instructions on the backside of this form on how to complete the permit. Be certain to provide the organization or group with the "Information Required to be Preprinted on a Standard Raffle Ticket" found on the backside of this forms if a raffle is being conducted. If a "Restricted Event Permit" is being issued, either provide organization or group with SFN 52880 "Report on a Restricted Event Permit" or make them aware that the report must be filed with the city or county and the Office of Attorney General within 30 days after the event. Before approving a site location, ensure compliance with the gaming law below

Before approving a local permit or restricted event permit the local governing body should review North Dakota Century Code 53-06.1-03(3)(a) which states:

3. A licensed organization or organization that has a permit shall conduct games as follows:

a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:

(1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.

(2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's

license or permit is suspended for that specific time of day by the Attorney General.

Local governing bodies should also review North Dakota Administrative Code 99-01.3-01-05 (Permits) for the administrative rules governing permits. These rules may be viewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Brenda Klein	Title of City or County Official Finance Director	Telephone Number 701-845-1700	E-mail Address bklein@valleycity.us
Signature of City or County Official		Date 10.8.2025	Issuing Governing Body <input checked="" type="checkbox"/> City <input type="checkbox"/> County

City or County must submit a copy of the permit above to the Office of Attorney General within 14 days of issuance.

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 six 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. 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 of the drawing or drawings 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 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 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 non-guaranteed 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.

North Dakota Administrative Code 99-01.3-05-02(4) states that an employee may not sell a ticket on a site where another organization is licensed or has a permit unless the employee is granted permission by the lessor and other organization.

North Dakota Administrative Code 99-01.3-05-01 through 99-01.3-05-05 (Raffles) in its entirety can be reviewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

INSTRUCTIONS:

After a city or county governing board has authorized an organization to receive a local permit or restricted event permit, the city or county must complete the form.

1. Enter the city or county assigned "Permit Number".
2. Enter the beginning and ending date(s) for which the permit is authorized. **Note: Unexact blanket dates will not be accepted**
 - a. A permit must be on a fiscal year basis from July first to June thirtieth or on a calendar year basis.
 - b. A local permit can be issued for one or more events per fiscal year.
 - c. The "Dates Authorized" must only be the actual dates of the event(s) and does not include the dates the organization is selling tickets.
 - d. For a "one time" event permit, the beginning and ending date for "Dates Authorized" is the date of the event date.
 - e. If a local permit is issued for more than one event, enter the date of the first event as the beginning date and the date of the last event as the ending date.
 - f. A permit may not be issued more than twelve months prior to the first raffle drawing date.
 - g. A restricted event permit may be issued for only one event per year. If the organization has received a local permit during a fiscal year, it may not receive a restricted event permit. If the organization received a restricted event permit during the fiscal year, it may not receive a local permit.
3. Permits must provide the specific dates of event(s), site name, and site physical address. If there are multiple event dates that do not fit on the permit, a separate sheet must be submitted with the permit that provides a list of all event dates.
4. Enter any restriction place on the organization or group, such as days of the week or designation of an area at a site where games may be conducted.
5. When a restricted event permit is issued, provide a "Report on a Restricted Event Permit (SFN 52880)" form to the organization or be sure they know the form is available at <https://attorneygeneral.nd.gov/licensing-and-gaming/licensing/charitable-gaming> by scrolling to the bottom of the page.
6. Give the organization or group the completed permit form, keep a copy for your records, and **send a copy within 14 days** by email to agogaming@nd.gov, fax to (701) 328-3535 or by mail to:

Office of Attorney General
Gaming Division
600 E Blvd Ave, Dept. 125
Bismarck, ND 58505-0040

If you have questions on the local permit or restricted event permit process, please call: 1-800-326-9240



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (4-2023)

Permit # 1574

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 Valley City Area Chamber of Commerce		Dates of Activity (Does not include dates for the sales of tickets) Dec 12 - Dec 23	
Organization or Group Contact Person Chamber - Shelby/Michaela	E-mail chamber@valleycitychamber.com	Telephone Number 701-845-1891	
Business Address 253 Central Ave N Ste. 101	City Valley City	State ND	ZIP Code 58072
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Valley City Area Chamber of Commerce		County Barnes	
Site Physical Address 253 Central Ave N Ste. 101	City Valley City	State ND	ZIP Code 58072
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.) Start selling Tickets November 1, 2025- drawing for to happen Dec 12 to Dec 23 2025.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	See attached	
Total (limit \$40,000 per year)		\$ 500.00

Intended Uses of Gaming Proceeds

For Charitable donation

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)

☐ Yes ☒ 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)

☐ Yes ☒ 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)

☐ No ☒ Yes - Total Retail Value: **1000** (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.)

☐ Yes ☒ No

Name Michaela Hamilton	Title DMV Coordinator	Telephone Number 701-845-3812	E-mail Address chamber@valleycitychamber.com
Signature of Organization or Group's Top Official <i>Michaela Hamilton</i>		Title DMV Coordinator	Date 10/01/2025

Judi Hintz

From: Chamber <Chamber@valleycitychamber.com>
Sent: Wednesday, October 1, 2025 4:28 PM
To: Judi Hintz
Subject: [EXTERNAL] Information for Permit

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

Hi Judi,

Below is the prize

Dates	Prize
12-Dec	\$25
13-Dec	\$25
14-Dec	\$25
15-Dec	\$25
16-Dec	\$25
17-Dec	\$25
18-Dec	\$25
19-Dec	\$25
20-Dec	\$25
21-Dec	\$25
22-Dec	\$50
23-Dec	\$200
Total	\$500

Thank you for all your help



Michaela Hamilton

DMV COORDINATOR
✉ DMV@valleycitychamber.com
📍 Valley City DMV
253 Central Ave. Ste 101
Valley City, ND 58072

NORTH
Dakota | Motor Vehicle
Be Legendary. TRANSPORTATION

**LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 17926 (11-2023)

Permit Number

1573

Permit Type (check one)



Local Permit



Restricted Event Permit*

Games Authorized



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 Trinity Lutheran WELCA		Dates Authorized (Read Instruction 2) 11.9.2025	
Organization or Group Contact Person Jeanie Wobbema	E-mail mrs wob@gmail.com	Telephone Number 701-230-8745	
Mailing Address 499 4th Ave NW	City Valley City	State ND	ZIP Code 58072

SITE INFO

Site Name Trinity Lutheran Church		County Barnes	
Site Address 499 4th Ave NW	City Valley City	State ND	ZIP Code 58072
If the city or county is placing restrictions on the permit, please explain			
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.) 11.9.2025			

Permits must be issued prior to the 1st event date.

Local governing bodies please see the instructions on the backside of this form on how to complete the permit. Be certain to provide the organization or group with the "Information Required to be Preprinted on a Standard Raffle Ticket" found on the backside of this forms if a raffle is being conducted. If a "Restricted Event Permit" is being issued, either provide organization or group with SFN 52880 "Report on a Restricted Event Permit" or make them aware that the report must be filed with the city or county and the Office of Attorney General within 30 days after the event. Before approving a site location, ensure compliance with the gaming law below

Before approving a local permit or restricted event permit the local governing body should review North Dakota Century Code 53-06.1-03(3)(a) which states:

3. A licensed organization or organization that has a permit shall conduct games as follows:

- a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:

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Local governing bodies should also review North Dakota Administrative Code 99-01.3-01-05 (Permits) for the administrative rules governing permits. These rules may be viewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Brenda Klein	Title of City or County Official City Finance Director	Telephone Number 701-845-1700	E-mail Address bklein@valleycity.us
Signature of City or County Official		Date 10.8.2025	Issuing Governing Body <input checked="" type="checkbox"/> City <input type="checkbox"/> County

City or County must submit a copy of the permit above to the Office of Attorney General within 14 days of issuance.

Information required to be preprinted on a standard raffle ticket:

1. Name of Organization;
2. Ticket Number;
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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 six 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;
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7. Date and time of the drawing or drawings 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 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 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 non-guaranteed 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
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6. Give the organization or group the completed permit form, keep a copy for your records, and **send a copy within 14 days** by email to agogaming@nd.gov, fax to (701) 328-3535 or by mail to:

Office of Attorney General
Gaming Division
600 E Blvd Ave, Dept. 125
Bismarck, ND 58505-0040

If you have questions on the local permit or restricted event permit process, please call: 1-800-326-9240



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (4-2023)

Permit #1573

PD \$10 Cash on 9/30/25 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 Trinity LUTHERAN WELCA		Dates of Activity (Does not include dates for the sales of tickets) Nov - 8 - 9 - 2025	
Organization or Group Contact Person Jeanne Wobbema	E-mail MrsWob@gmail.com	Telephone Number 701-230-8745	
Business Address 499 4th Ave NW	City Valley City	State ND	ZIP Code 58072
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name "Same"	County		
Site Physical Address	City	State	ZIP Code
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.)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	Attached -	
Total (limit \$40,000 per year)		\$ 485.00

Intended Uses of Gaming Proceeds

Purchase Supplies to make additional quilts for Charity - Church Repairs

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)

☐ Yes ☒ 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)

☐ Yes ☒ 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)

☒ No ☐ Yes - Total Retail Value: (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.)

☐ Yes ☒ No

Name Jeanne Wobbema	Telephone Number 701-230-8745	E-mail Address MrsWob@gmail.com
Signature of Organization or Group's Top Official Jeanne Wobbema	Title President WELCA	Date 9/30/25

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.

Trinity Lutheran Church

499 4th Ave NW

Valley City, ND 58072

Trinity Lutheran WELCA

Fall Festival November 8th

Listed the Baskets that will be sold off as a game of chance.

**People will drop in tickets to bags in front of baskets and on Sunday
November 9th winners will be drawn at noon....**

- **ICE CREAM EXTRAS:** Fabric Basket, 2 Boxes Ice Cream Cones, 3 assorted Ice Cream Toppings Ice Cream Sprinkles and Nuts, and Ice Cream Scoop (\$35 valu)
- **PUMPKIN FALL DÉCOR:** Plastic Basket, Pumpkin Pillow and Pillow Stack, Body Butter, Candle, and Sachet. (\$40 valu)
- **WINTER WARMTH:** Fabric Basket, Winter Throw Blanket, Christmas Candle, Christmas Nite Lite. (\$30 valu)
- **NORWEX :** Wire Basket, Norwalk Bath Towel, Face Cloth, Hand Towel, Enviro Cloth, Cleanser, and Laundry Soap (\$80 valu)
- **BODY CARE KIT:** Wire Basket, Jordan Essential Products, Body Lotion, Hair Shampoo, Salt Scrub, Norwalk Towel (\$50 valu)
- **KITCHEN CHRISTMAS:** Wire Basket, Dish Towel, Spoon Rest, 12 Homemade Christmas Cards (\$40 valu)
- **BOX OF CHRISTMAS:** Decorated Christmas Box, 13 Homemade Christmas Cards (\$40 valu)
- **CHRISTMAS GREETINGS:** Metal Basket, 22 Homemade Christmas Cards (\$70 valu)
- **SPA TIME BASKET:** Spa Basket, Soft Bath Towel, Cozy Socks, Bubble Bath, Shower Gel, Body Butter, Candle (\$40 valu)
- **LEOPARD/LEGO BASKET:** Basket, Leopard, Lego, Crayons, Diamond Painting, Clay Craft, Puzzle, Candy Bars (\$60 valu)
- **TOTAL OF ALL BASKETS \$485.00**

Presented to City Hall on September 30th, 2025 for next City Hall Meeting for approval



Jeanne Wobbema (WELCA President)

mrs wob@gmail.com

701-230-8745

**LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 17926 (11-2023)

Permit Number

1572

Permit Type (check one)



Local Permit



Restricted Event Permit*

Games Authorized



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 St. Catherine School		Dates Authorized (Read Instruction 2) 11.7.2025	
Organization or Group Contact Person Terra Giesen	E-mail terra.giesen@k12.nd.us	Telephone Number 701-845-1453	
Mailing Address 540 3rd Ave NE	City Valley City	State ND	ZIP Code 58072

SITE INFO

Site Name Valley City Eagles Club		County Barnes	
Site Address 345 12th Ave NE	City Valley City	State ND	ZIP Code 58072
If the city or county is placing restrictions on the permit, please explain			
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.) 11.7.2025			

Permits must be issued prior to the 1st event date.

Local governing bodies please see the instructions on the backside of this form on how to complete the permit. Be certain to provide the organization or group with the "Information Required to be Preprinted on a Standard Raffle Ticket" found on the backside of this forms if a raffle is being conducted. If a "Restricted Event Permit" is being issued, either provide organization or group with SFN 52880 "Report on a Restricted Event Permit" or make them aware that the report must be filed with the city or county and the Office of Attorney General within 30 days after the event. Before approving a site location, ensure compliance with the gaming law below

Before approving a local permit or restricted event permit the local governing body should review North Dakota Century Code 53-06.1-03(3)(a) which states:

3. A licensed organization or organization that has a permit shall conduct games as follows:

- a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:

- (1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.
- (2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

Local governing bodies should also review North Dakota Administrative Code 99-01.3-01-05 (Permits) for the administrative rules governing permits. These rules may be viewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Brenda Klein	Title of City or County Official City Finance Director	Telephone Number 701-845-1700	E-mail Address bklein@valleycity.us
Signature of City or County Official		Date 10.8.2025	Issuing Governing Body <input checked="" type="checkbox"/> City <input type="checkbox"/> County

City or County must submit a copy of the permit above to the Office of Attorney General within 14 days of issuance.

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 six 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. 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 of the drawing or drawings 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 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 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 non-guaranteed 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.

North Dakota Administrative Code 99-01.3-05-02(4) states that an employee may not sell a ticket on a site where another organization is licensed or has a permit unless the employee is granted permission by the lessor and other organization.

North Dakota Administrative Code 99-01.3-05-01 through 99-01.3-05-05 (Raffles) in its entirety can be reviewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

INSTRUCTIONS:

After a city or county governing board has authorized an organization to receive a local permit or restricted event permit, the city or county must complete the form.

1. Enter the city or county assigned "Permit Number".
2. Enter the beginning and ending date(s) for which the permit is authorized. **Note: Unexact blanket dates will not be accepted**
 - a. A permit must be on a fiscal year basis from July first to June thirtieth or on a calendar year basis.
 - b. A local permit can be issued for one or more events per fiscal year.
 - c. The "Dates Authorized" must only be the actual dates of the event(s) and does not include the dates the organization is selling tickets.
 - d. For a "one time" event permit, the beginning and ending date for "Dates Authorized" is the date of the event date.
 - e. If a local permit is issued for more than one event, enter the date of the first event as the beginning date and the date of the last event as the ending date.
 - f. A permit may not be issued more than twelve months prior to the first raffle drawing date.
 - g. A restricted event permit may be issued for only one event per year. If the organization has received a local permit during a fiscal year, it may not receive a restricted event permit. If the organization received a restricted event permit during the fiscal year, it may not receive a local permit.
3. Permits must provide the specific dates of event(s), site name, and site physical address. If there are multiple event dates that do not fit on the permit, a separate sheet must be submitted with the permit that provides a list of all event dates.
4. Enter any restriction place on the organization or group, such as days of the week or designation of an area at a site where games may be conducted.
5. When a restricted event permit is issued, provide a "Report on a Restricted Event Permit (SFN 52880)" form to the organization or be sure they know the form is available at <https://attorneygeneral.nd.gov/licensing-and-gaming/licensing/charitable-gaming> by scrolling to the bottom of the page.
6. Give the organization or group the completed permit form, keep a copy for your records, and **send a copy within 14 days** by email to agogaming@nd.gov, fax to (701) 328-3535 or by mail to:

Office of Attorney General
Gaming Division
600 E Blvd Ave, Dept. 125
Bismarck, ND 58505-0040

If you have questions on the local permit or restricted event permit process, please call: 1-800-326-9240

Paid \$10.- Cash



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (4-2023)

Permit #1572

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 <u>St. Catherine School</u>		Dates of Activity (Does not include dates for the sales of tickets) <u>Nov. 7th, 2025</u>	
Organization or Group Contact Person <u>Terra Giesen</u>	E-mail <u>terra.giesen@k12.nd.us</u>	Telephone Number <u>701-845-1453</u>	
Business Address <u>540 3rd Ave NE</u>	City <u>Valley City</u>	State <u>ND</u>	ZIP Code <u>58072</u>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <u>Valley City Eagles Club</u>		County <u>Barnes</u>	
Site Physical Address <u>345 12th Ave NE</u>	City <u>Valley City</u>	State <u>ND</u>	ZIP Code <u>58072</u>
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.) <u>Raffle 1 Nov. 7th, 2025</u>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Cash - Bank - Invest - Insure	\$500
Raffle	Cash - Ivy Realty Group	\$250
Raffle	Cash - Valley meats	\$150
Total (limit \$40,000 per year)		\$ 900

Intended Uses of Gaming Proceeds

School support, academic enrichment, facility upgrades, student activities

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)

☐ Yes ☒ 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)

☐ Yes ☒ 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)

☒ No ☐ Yes - Total Retail Value: (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.)

☐ Yes ☒ No

Name <u>Nicholas Lee</u>	Title <u>Principal</u>	Telephone Number <u>701-845-1453</u>	E-mail Address <u>nicholas.lee1@k12.nd.us</u>
Signature of Organization or Group's Top Official <u>[Signature]</u>		Title <u>Principal</u>	Date <u>9/25/25</u>

**LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 17926 (11-2023)

Permit Number

1571

Permit Type (check one)



Local Permit



Restricted Event Permit*

Games Authorized



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 SHINE		Dates Authorized (Read Instruction 2) 10.11.2025	
Organization or Group Contact Person Laura Lassiter	E-mail lauralassiter12@gmail.com	Telephone Number 563-370-3237	
Mailing Address 834 7th St NW	City Valley City	State ND	ZIP Code 58072

SITE INFO

Site Name Valley City Eagles Club		County Barnes	
Site Address 345 12th Ave NE	City Valley City	State ND	ZIP Code 58072
If the city or county is placing restrictions on the permit, please explain			
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.) 10.11.2025			

Permits must be issued prior to the 1st event date.

Local governing bodies please see the instructions on the backside of this form on how to complete the permit. Be certain to provide the organization or group with the "Information Required to be Preprinted on a Standard Raffle Ticket" found on the backside of this forms if a raffle is being conducted. If a "Restricted Event Permit" is being issued, either provide organization or group with SFN 52880 "Report on a Restricted Event Permit" or make them aware that the report must be filed with the city or county and the Office of Attorney General within 30 days after the event. Before approving a site location, ensure compliance with the gaming law below

Before approving a local permit or restricted event permit the local governing body should review North Dakota Century Code 53-06.1-03(3)(a) which states:

3. A licensed organization or organization that has a permit shall conduct games as follows:

- a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:

(1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.

(2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

Local governing bodies should also review North Dakota Administrative Code 99-01.3-01-05 (Permits) for the administrative rules governing permits. These rules may be viewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Brenda Klein	Title of City or County Official City Finance Director	Telephone Number 701-845-1700	E-mail Address bklein@valleycity.us
Signature of City or County Official		Date 10.8.2025	Issuing Governing Body <input checked="" type="checkbox"/> City <input type="checkbox"/> County

City or County must submit a copy of the permit above to the Office of Attorney General within 14 days of issuance.

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 six 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. 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 of the drawing or drawings 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 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 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 non-guaranteed 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.

North Dakota Administrative Code 99-01.3-05-02(4) states that an employee may not sell a ticket on a site where another organization is licensed or has a permit unless the employee is granted permission by the lessor and other organization.

North Dakota Administrative Code 99-01.3-05-01 through 99-01.3-05-05 (Raffles) in its entirety can be reviewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

INSTRUCTIONS:

After a city or county governing board has authorized an organization to receive a local permit or restricted event permit, the city or county must complete the form.

1. Enter the city or county assigned "Permit Number".
2. Enter the beginning and ending date(s) for which the permit is authorized. **Note: Unexact blanket dates will not be accepted**
 - a. A permit must be on a fiscal year basis from July first to June thirtieth or on a calendar year basis.
 - b. A local permit can be issued for one or more events per fiscal year.
 - c. The "Dates Authorized" must only be the actual dates of the event(s) and does not include the dates the organization is selling tickets.
 - d. For a "one time" event permit, the beginning and ending date for "Dates Authorized" is the date of the event date.
 - e. If a local permit is issued for more than one event, enter the date of the first event as the beginning date and the date of the last event as the ending date.
 - f. A permit may not be issued more than twelve months prior to the first raffle drawing date.
 - g. A restricted event permit may be issued for only one event per year. If the organization has received a local permit during a fiscal year, it may not receive a restricted event permit. If the organization received a restricted event permit during the fiscal year, it may not receive a local permit.
3. Permits must provide the specific dates of event(s), site name, and site physical address. If there are multiple event dates that do not fit on the permit, a separate sheet must be submitted with the permit that provides a list of all event dates.
4. Enter any restriction place on the organization or group, such as days of the week or designation of an area at a site where games may be conducted.
5. When a restricted event permit is issued, provide a "Report on a Restricted Event Permit (SFN 52880)" form to the organization or be sure they know the form is available at <https://attorneygeneral.nd.gov/licensing-and-gaming/licensing/charitable-gaming> by scrolling to the bottom of the page.
6. Give the organization or group the completed permit form, keep a copy for your records, and **send a copy within 14 days** by email to agogaming@nd.gov, fax to (701) 328-3535 or by mail to:

Office of Attorney General
Gaming Division
600 E Blvd Ave, Dept. 125
Bismarck, ND 58505-0040

If you have questions on the local permit or restricted event permit process, please call: 1-800-326-9240



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (8-2025)

Paid \$10.00
Permit 1571

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 SHINE		Dates of Activity (Does not include dates for the sales of tickets) 10-11-25	
Organization or Group Contact Person Laura Lassiter	E-mail lauralassiter13@gmail.com	Telephone Number 563-370-3237	
Business Address 834 7th St NW	City Valley City	State ND	ZIP Code 58072
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Valley City Eagles Club		County Barnes	
Site Physical Address 345 12th Ave NE	City Valley City	State ND	ZIP Code 58072
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.) 10-11-25			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	50/50 cash split	500.00e
	Call to Report After Raffle	
	Total (limit \$50,000 per year)	\$ 500.00e

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Youth Activities = Entrance fees Uniforms Travel Coaching	
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: 2,500.00 (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 Laura Lassiter	Telephone Number 563-370-3237	E-mail Address lauralassiter13@gmail.com
Signature of Organization Group's Permit Organizer 	Title Treasurer	Date 9-25-25

NW Storm Sewer Reconstruction

Paving Improvement District No. 126

Storm Sewer Improvement District No. 55

Sanitary Sewer Improvement District No. 68

Water Main Improvement District No. 104

Special Assessment Public Hearing September 22, 2025

The Special Assessment Commission held a public hearing for Paving 126 - NW Reconstruction projects beginning at 5:45 P.M. on September 22, 2025 in the City Hall Commission Chambers.

Members Present: Jim Knutson, Paul Dahlberg and Jeremy Wiebe. Members Absent: None. Others Present: Finance Director Brenda Klein, Deputy Auditor Brandy Johnson, City Administrator Gwen Crawford, Kadrmass Lee & Jackson Engineer Chad Petersen, and City Attorney Carl Martineck.

Member Knutson opened the public hearing for Paving 126 - NW Reconstruction projects at 5:45 P.M. Chad Petersen gave a brief overview of the construction aspects of the project. This was a complete road reconstruction project along with water main, sanitary sewer, and storm sewer construction. Brandy Johnson gave an overview of how the special assessments were calculated and will be assessed and Brenda Klein gave an overview of the project costs. The assessments will be assessed over twenty years with a 4.76% interest rate.

The Special Assessment Commission recommends to the City Commission that the City approve the special assessment list with the following changes.

- Removing Lindeman paving assessment on parcel 63-6130220
- Correct owner of Parcel 63-0740111 should be owned by Park District
- Correction to Assessment on Parcel # 63-2900060, total square footage of property should be assessed.

Member Dahlberg moved to approve with the changes presented. Member Wiebe seconded the motion. All voted Aye.

Discussed changing the format to the letters that are mailed to the property owners before the project begins to better show the total assessment when we do a paving reconstruction project that also includes underground services. Discussed the benefit analysis of the special assessments.

Minutes Submitted by Brandy Johnson, Deputy Auditor

AFFP
COVC/PAVINGIMPROVEMENTS

Affidavit of Publication

STATE OF NORTH DAKOTA } SS
COUNTY OF BARNES
COUNTY }

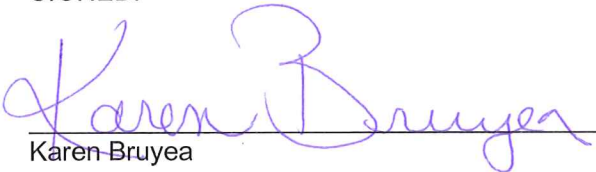
Karen Bruyea, being duly sworn, says:

That she is Karen Bruyea of the Valley City Times Record,
a daily newspaper of general circulation, printed and
published in Valley City, Barnes County County, North
Dakota; that the publication, a copy of which is attached
hereto, was published in the said newspaper on the
following dates:

09/03/2025 09/10/2025

That said newspaper was regularly issued and circulated
on those dates.

SIGNED:


Karen Bruyea

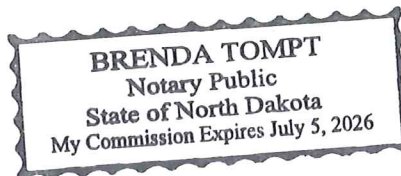
Subscribed to and sworn to me this 10th day of September 2025.


Brenda Tompt, Business Manager, Barnes County
County, North Dakota

My commission expires: July 5, 2026

22232 218389

CITY OF VALLEY CITY
220 3RD ST NE
VALLEY CITY ND 58072



City Hall
220 3rd St. NE
Valley City, ND 58072



Phone: 701-845-1700
Web: www.valleycity.us

Project Items:	Paving Improvement District 126	Storm Sewer Improvement District 55	Watermain Improvement District 104 (48 Hookups)	Sanitary Sewer Improvement District 68 (57 Hookups)	Totals
Construction	\$2,205,483	\$1,088,893	\$1,145,430	\$352,943	\$4,792,748
Prelim/Design Engineering	\$94,308	\$46,562	\$48,979	\$15,092	\$204,941
Construction Engineering	\$267,429	\$132,035	\$138,891	\$42,797	\$581,151
Bonding Fees	\$15,920	\$7,860	\$8,268	\$2,548	\$34,595
Publishing & Postage	\$1,150	\$568	\$597	\$184	\$2,500
Spec Assess Com	\$300	\$300	\$300	\$300	\$1,200
Total:	\$2,584,589	\$1,276,218	\$1,342,465	\$413,863	\$5,617,135
Less: State DWR Cost Share			-\$776,049		-\$776,049
TOTAL:	\$2,584,589	\$1,276,218	\$566,416	\$413,863	\$4,841,086

Amount Assessed	\$719,213.11	\$258,772.00	\$192,000.00	\$182,850.00	\$1,352,835
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City Funds:	\$1,865,375.83	\$1,017,445.57	\$374,416.04	\$231,013.29	\$3,488,251
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Waivers for Additional Work: \$13,300

\$3,488,251 City Funds

\$4,946 City Owned Property

\$3,493,197 Total R&R & Prairie Dog

\$2,688,476 5/02/23 Prairie Dog Funds

\$804,721 Balance from R&R

Certification of Costs Prepared By:

Brenda Klein, City Finance Director

Brenda Klein
Signature

9-22-25

Date:

Brandy Johnson, Deputy Auditor

Brandy Johnson
Signature

9-22-25

Date:

Costs Certified by Special Assessment Commission

Jim Knutson

Jim Knutson

9-22-25

Date:

Paul Dahlberg

Paul Dahlberg

Date:

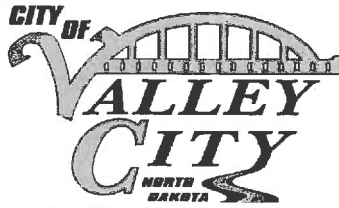
Jeremy Wiebe

Jeremy Wiebe

9-22-25

Date:

City Hall
220 3rd St. NE
Valley City, ND 58072

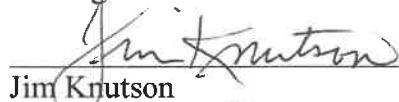


Phone: 701-845-1700
Fax: 701-845-4588
Web: www.valleycity.us

STATE OF NORTH DAKOTA }
COUNTY OF BARNES } SS

Certification of Reconstruction Projects:
Paving Improvement District No. 126
Storm Sewer Improvement District No. 55
Sanitary Sewer Improvement District No. 68
Water Main Improvement District No. 104

We, Jim Knutson, Paul Dahlberg, and Jeremy Wiebe the duly appointed qualified and acting members of the Special Assessment Commission of the City of Valley City, Barnes County, North Dakota, do hereby certify that on Monday, September 22nd, 2025 at 5:45 PM a public hearing was held in the Commission Chambers at City Hall to hear any protests or objections to the special assessments placed against the properties listed on the attached Special Assessment list for Paving Improvement District No. 126, Sanitary Sewer Improvement District No. 68, Water Main Improvement District No. 104 and Storm Sewer Improvement District No. 55 and that the foregoing list is correct as confirmed and includes any alterations, if any, made at said public hearing.



Jim Knutson



Paul Dahlberg



Jeremy Wiebe

Special Assessment Commission
City of Valley City, North Dakota

ATTACH Special Assessment List
NDCC 40-23-05, NDCC 40-23-12

LOCATION MAP

PHASE 2 – NW STORM SEWER RECONSTRUCTION

CITY OF VALLEY CITY, NORTH DAKOTA



Parcel_Number	Frontage Feet	Paving Cost	R&R Fund	Paving Assessme	Water Hookup	Sanitary Sewer	Storm Sewer	Total Assessment	House_Number	Address	Deedholder
						Hookup					
63-0340521						\$ 3,000.00		\$3,000.00	550	4TH ST NW	JOHNSON RODGER W
63-0340530	95	\$43,012.35	\$31,264.65	\$11,747.70	\$4,000.00	\$3,000.00	\$900.00	\$19,647.70	424	6TH AVE NW	THILMONY ANNE B
63-0340539	55	\$24,901.89	\$18,100.59	\$6,801.30		\$3,000.00	\$1,100.00	\$10,901.30	560	4TH ST NW	NELSON ERIKA S (MURRAY)
63-0340548	50	\$22,638.08	\$16,455.08	\$6,183.00	\$4,000.00	\$3,000.00	\$616.00	\$13,799.00	450	6TH AVE NW	TANNER TYLER
63-0340557	50	\$22,638.08	\$16,455.08	\$6,183.00	\$4,000.00	\$3,000.00	\$725.20	\$13,908.20	458	6TH AVE NW	HOWE PATRICK A & BONNIE
63-0340566	50	\$22,638.08	\$16,455.08	\$6,183.00	\$4,000.00	\$3,000.00	\$835.10	\$14,018.10	468	6TH AVE NW	HOWE PATRICK A & BONNIE
63-0340575	100	\$45,276.15	\$32,910.15	\$12,366.00	\$4,000.00	\$3,000.00	\$1,890.00	\$21,256.00	478	6TH AVE NW	TOMPT JOHN & DIXIE
63-0340590	80	\$36,220.92	\$26,328.12	\$9,892.80		\$3,000.00	\$1,652.57	\$14,545.37	496	6TH AVE NW	SORENSEN RONALD G & LINDA L
63-0341061	71	\$32,146.07	\$23,366.21	\$8,779.86			\$0.00	\$8,779.86	358	7TH AVE NW	ANUNDSON JANE C
63-0341070	71	\$32,146.07	\$23,366.21	\$8,779.86			\$0.00	\$8,779.86	357	6TH AVE NW	OLSON MARK D & BONNIE A
63-0341097	150	\$67,914.23	\$49,365.23	\$18,549.00		\$5,850.00	\$2,000.00	\$26,399.00	425	6TH AVE NW	JOHNSON FAMILY REV TRUST
63-0341106	50	\$22,638.08	\$16,455.08	\$6,183.00		\$4,000.00	\$2,000.00	\$12,183.00	618	4TH ST NW	FORD SHAUN
63-0341115	50	\$22,638.08	\$16,455.08	\$6,183.00		\$4,000.00	\$2,000.00	\$12,183.00	626	4TH ST NW	MELLEM KOLTEN
63-0341124	75	\$33,957.12	\$24,682.62	\$9,274.50		\$4,000.00	\$3,000.00	\$16,274.50	634	4TH ST NW	JORISSEN STEVEN P & AMY V
63-0341133	75	\$33,957.12	\$24,682.62	\$9,274.50		\$4,000.00	\$1,725.00	\$14,999.50	646	4TH ST NW	BORG LILLIAN M & RAYMOND L
63-0341205	82	\$37,126.45	\$26,986.33	\$10,140.12		\$3,000.00	\$2,296.00	\$15,436.12	499	6TH AVE NW	SAND PATRICK E & LEAH M
63-0341214	150	\$67,914.23	\$49,365.23	\$18,549.00	\$4,000.00	\$3,000.00	\$4,200.00	\$29,749.00	473	6TH AVE NW	KUPITZ RICHARD C
63-0341250	100	\$45,276.15	\$32,910.15	\$12,366.00	\$4,000.00	\$3,000.00	\$2,800.00	\$22,166.00	449	6TH AVE NW	JOHNSON-BERG JUDITH R & DARELL D BERG
63-0730031	120	\$54,331.38	\$39,492.18	\$14,839.20	\$4,000.00		\$0.00	\$18,839.20	711	5TH AVE NW	PRITCHETT MONTE R & LORI A
63-0730058	135	\$61,122.81	\$44,428.71	\$16,694.10	\$4,000.00	\$3,000.00	\$2,887.20	\$26,581.30	602	7TH ST NW	STAINBROOK JENNIFER & JONATHAN
63-0730067	115	\$52,067.58	\$37,846.68	\$14,220.90	\$4,000.00	\$3,000.00	\$1,001.74	\$22,222.64	550	7TH ST NW	GRIM RAPHAEL A & LELA M
63-0740111	35	\$15,846.66	\$11,518.56	\$4,328.10			\$0.00	\$4,328.10	814	7TH AVE NW	GAUKLER GEORGE
63-2000004	73	\$33,051.59	\$24,024.41	\$9,027.18			\$1,430.00	\$10,457.18	606	5TH ST NW	SWENSON DANIEL R & ALLISON L
63-2000009	70	\$31,693.31	\$23,037.11	\$8,656.20	\$4,000.00	\$3,000.00	\$1,400.00	\$17,056.20	525	6TH AVE NW	HANNIG THOMAS J
63-2000049	50	\$22,638.08	\$16,455.08	\$6,183.00	\$4,000.00	\$3,000.00	\$1,400.00	\$14,583.00	539	6TH AVE NW	TERRY DIANE & DIRETHA TERRY-ANDERSON
63-2000058	50	\$22,638.08	\$16,455.08	\$6,183.00	\$4,000.00	\$3,000.00	\$1,400.00	\$14,583.00	601	6TH AVE NW	DILTS MAVIS E
63-2000067	53	\$23,996.36	\$17,442.38	\$6,553.98	\$4,000.00	\$3,000.00	\$1,484.00	\$15,037.98	609	6TH AVE NW	BROWN ALEXANDER T & JEFFREY BROWN
63-2000076	97	\$43,917.87	\$31,922.85	\$11,995.02	\$4,000.00	\$3,000.00	\$2,716.00	\$21,711.02	621	6TH AVE NW	ZUBROD JOSEPH A & VIRGINIA L
63-2000094	210	\$95,079.92	\$69,111.32	\$25,968.60	\$4,000.00	\$3,000.00	\$1,400.00	\$34,368.60	655	6TH AVE NW	GILBERTSON TERRY
63-4530013	93	\$42,106.82	\$30,606.44	\$11,500.38	\$4,000.00	\$3,000.00	\$0.00	\$18,500.38	245	SECARSE DR	PETERSON GARY A & JENNIFER I
63-4530022	92	\$41,654.06	\$30,277.34	\$11,376.72	\$4,000.00	\$3,000.00	\$0.00	\$18,376.72	225	SECARSE DR	ROEHRICH SCOTT R & CARINA J
63-4530031	90	\$40,748.54	\$29,619.14	\$11,129.40	\$4,000.00	\$3,000.00	\$0.00	\$18,129.40	215	SECARSE DR	RIVERA NORBERTO & ADRIANA
63-4530040	90	\$40,748.54	\$29,619.14	\$11,129.40	\$4,000.00	\$3,000.00	\$0.00	\$18,129.40	205	SECARSE DR	MILLER TROY F & JODI R
63-4530049	80	\$36,220.92	\$26,328.12	\$9,892.80	\$4,000.00	\$3,000.00	\$0.00	\$16,892.80	175	SECARSE DR	COGHLAN RYAN M & MARITA
63-4530058	134	\$60,670.05	\$44,099.61	\$16,570.44	\$4,000.00	\$3,000.00	\$0.00	\$23,570.44	165	SECARSE DR	WIENS ALANNA & JASON
63-4530076	65	\$29,429.50	\$21,391.60	\$8,037.90	\$4,000.00	\$3,000.00	\$0.00	\$15,037.90	139	SECARSE DR	LUND DUANE J
63-4530085	80	\$36,220.92	\$26,328.12	\$9,892.80	\$4,000.00	\$3,000.00	\$0.00	\$16,892.80	129	SECARSE DR	DRUMMOND JOHN P & REBECCA L

63-4530094	80	\$36,220.92	\$26,328.12	\$9,892.80	\$4,000.00	\$3,000.00	\$0.00	\$16,892.80	119	SECARSE DR	HURLIMANN JOHN W & ROBERTA J
63-4530103	80	\$36,220.92	\$26,328.12	\$9,892.80	\$4,000.00	\$3,000.00	\$0.00	\$16,892.80	109	SECARSE DR	WENDEL RONALD & MARY
63-4530112	71	\$32,146.07	\$23,366.21	\$8,779.86	\$4,000.00	\$3,000.00	\$0.00	\$15,779.86	101	SECARSE DR	KRUGER JONELLE L AND JOSHUA L
63-4530121	135	\$61,122.81	\$44,428.71	\$16,694.10	\$4,000.00	\$3,000.00	\$0.00	\$23,694.10	430	11-1/2 ST NW	HENRI B CO PHILIP & JODI ROXANE P YU
63-4530130	75	\$33,957.12	\$24,682.62	\$9,274.50	\$4,000.00	\$3,000.00	\$0.00	\$16,274.50	416	11 1/2 ST NW	MARSHALL LEE A & THERESA J
63-4530139	75	\$33,957.12	\$24,682.62	\$9,274.50	\$4,000.00	\$3,000.00	\$0.00	\$16,274.50	402	11 1/2 ST NW	FAUST DANIEL G & BEATRICE P
63-4530148	135	\$61,122.81	\$44,428.71	\$16,694.10	\$4,000.00	\$3,000.00	\$0.00	\$23,694.10	214	SECARSE DR	JOHNSON ALLEN L & JUDEEN E & RANAE LAM
63-4530157	75	\$33,957.12	\$24,682.62	\$9,274.50	\$4,000.00	\$3,000.00	\$0.00	\$16,274.50	415	11 1/2 ST NW	ELLIOTT NICHOLAS & HEATHER
63-4530166	74	\$33,504.36	\$24,353.52	\$9,150.84	\$4,000.00	\$3,000.00	\$0.00	\$16,150.84	403	11 1/2 ST NW	TRAPP LUKE & LONI REV LIVING TRUST
63-4530175	135	\$61,122.81	\$44,428.71	\$16,694.10	\$4,000.00	\$3,000.00	\$0.00	\$23,694.10	190	SECARSE DR	ONDRACEK STEVEN J & KAROLEE K
63-4530193	102.5	\$46,408.06	\$33,732.91	\$12,675.15	\$4,000.00	\$3,000.00	\$0.00	\$19,675.15	180	SECARSE DR	GOEDEN & SHELBY ROSE
63-4530202	57	\$25,807.41	\$18,758.79	\$7,048.62	\$4,000.00	\$3,000.00	\$0.00	\$14,048.62	170	SECARSE DR	ABERLE JEREMY L
63-4530211	93	\$42,106.82	\$30,606.44	\$11,500.38	\$4,000.00	\$3,000.00	\$0.00	\$18,500.38	160	SECARSE DR	SUKUT BRUCE W
63-4530229	70	\$31,693.31	\$23,037.11	\$8,656.20	\$4,000.00	\$3,000.00	\$0.00	\$15,656.20	144	SECARSE DR	ROGERS ROXANNE & HARVEY BLASKOWSKI
63-4530238	70	\$31,693.31	\$23,037.11	\$8,656.20	\$4,000.00	\$3,000.00	\$0.00	\$15,656.20	130	SECARSE DR	FOWLER DARRYL & KIMBERLY
63-4530247	68	\$30,787.79	\$22,378.91	\$8,408.88	\$4,000.00	\$3,000.00	\$0.00	\$15,408.88	120	SECARSE DR	FLATT MARION L
63-4530256	112	\$50,709.29	\$36,859.37	\$13,849.92	\$4,000.00	\$3,000.00	\$0.00	\$20,849.92	110	SECARSE DR	SCHEEN ANTHONY & MAGHAN
63-4550300	40	\$18,110.46	\$13,164.06	\$4,946.40			\$0.00	\$4,946.40	1040	5TH AVE NW	CITY OF VALLEY CITY
63-4890025	40	\$18,110.46	\$13,164.06	\$4,946.40			\$0.00	\$4,946.40	529	5TH AVE NW	DULAY JOKER R & MARIE L
63-4890034	60	\$27,165.69	\$19,746.09	\$7,419.60			\$89.40	\$7,509.00	523	6TH ST NW	SILVER CREEK PROPERTIES LLC
63-4890043	70	\$31,693.31	\$23,037.11	\$8,656.20			\$276.22	\$8,932.42	607	5TH AVE NW	KRINGLIE KAY K
63-4890088	70	\$31,693.31	\$23,037.11	\$8,656.20			\$492.10	\$9,148.30	651	5TH AVE NW	RUMOHR SETH
63-4890097	73	\$33,051.59	\$24,024.41	\$9,027.18	\$4,000.00	\$3,000.00	\$2,190.00	\$18,217.18	533	7TH ST NW	LUECK CHAD & PATRICIA
63-4890106	148	\$67,008.71	\$48,707.03	\$18,301.68	\$4,000.00	\$3,000.00	\$2,190.00	\$27,491.68	644	6TH AVE NW	TAYLOR DAVID L & JODY K
63-4890115	50	\$22,638.08	\$16,455.08	\$6,183.00	\$4,000.00	\$4,000.00	\$1,500.00	\$15,683.00	538	6TH ST NW	GIENGER BRIAN L
63-4890124	133	\$60,217.28	\$43,770.50	\$16,446.78	\$4,000.00	\$4,000.00	\$1,615.00	\$26,061.78	546	6TH ST NW	VALLEY BRIDGES PROPERTIES XII LLC
63-4890133	65	\$29,429.50	\$21,391.60	\$8,037.90	\$4,000.00	\$3,000.00	\$1,235.00	\$16,272.90	624	6TH AVE NW	BEATTIE ANNETTE M & CURT
63-4970002	0	\$0.00	\$0.00	\$0.00		\$3,000.00	\$449.73	\$3,449.73	542	5TH ST NW	GRUMAN RICHARD
63-4970007	113	\$51,162.05	\$37,188.47	\$13,973.58		\$3,000.00	\$1,215.50	\$18,189.08	560	5TH ST NW	VALLEY BRIDGES PROPERTIES XII LLC
63-4970012	50	\$22,638.08	\$16,455.08	\$6,183.00	\$4,000.00	\$3,000.00	\$1,450.00	\$14,633.00	522	6TH AVE NW	GRAFING CHRISTOPHER & MEGAN
63-4970018	123	\$55,689.67	\$40,479.49	\$15,210.18	\$4,000.00	\$3,000.00	\$1,450.00	\$23,660.18	530	6TH AVE NW	MAGNUSON SCOTT A & DEBBIE A
63-6130220	80	\$36,220.92	\$26,328.12	\$9,892.80			\$15,420.20	\$25,313.00	659	7TH ST NW	LINDEMANN JARROD

5,708.50 \$ 2,584,589.30 \$ 1,878,676.19 \$ 705,913.11 \$ 192,000.00 \$ 182,850.00 \$ 72,431.96 \$ 1,150,195.07

Paving Cost:	\$2,584,589.00
Cost Per Ft.	\$452.76
R&R Per Ft	\$329.10
Assessment per FT.	123.66

Parcel	Deedholder	Address	Added Assessment	Description/Comment
63-0341106	Ford, Shaun	618 4th St NW	\$ 3,675.00	Sanitary Sewer Work
63-0730058	Stainbrook, Jennifer & Jonathan	602 7th St NW	\$ 9,103.50	Asphalt driveway, Aggregate Base Curb & Gutter

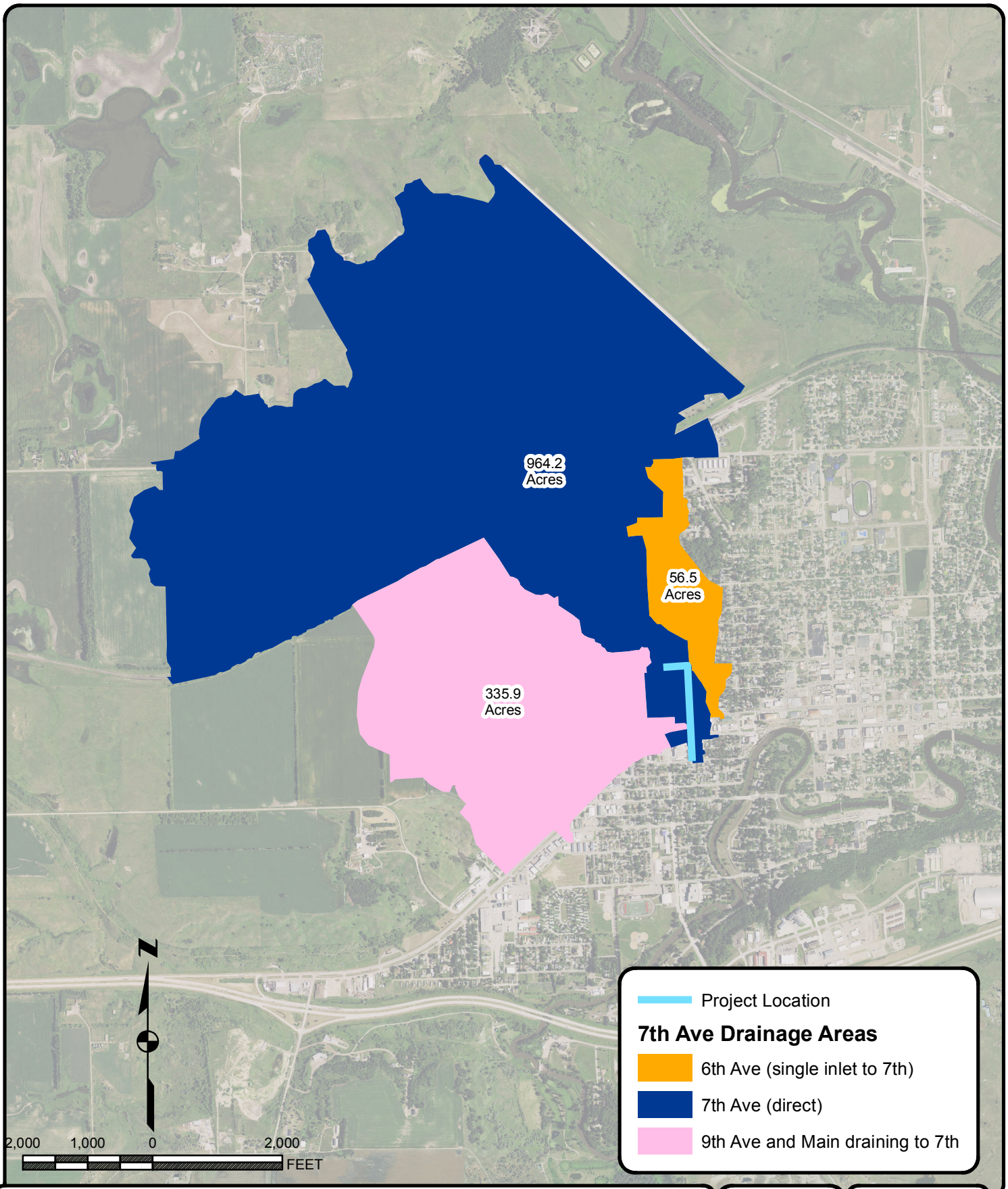


EXHIBIT 1
7th Ave West
NW Storm Sewer Reconstruction

HORIZONTAL DATUM: NAD 1983 CORS96 STATEPLANE NORTH DAKOTA SOUTH FIPS 3302 FTI
VERTICAL DATUM: NAVD 88
AERIAL IMAGERY SOURCE: 2018 NAIP IMAGERY

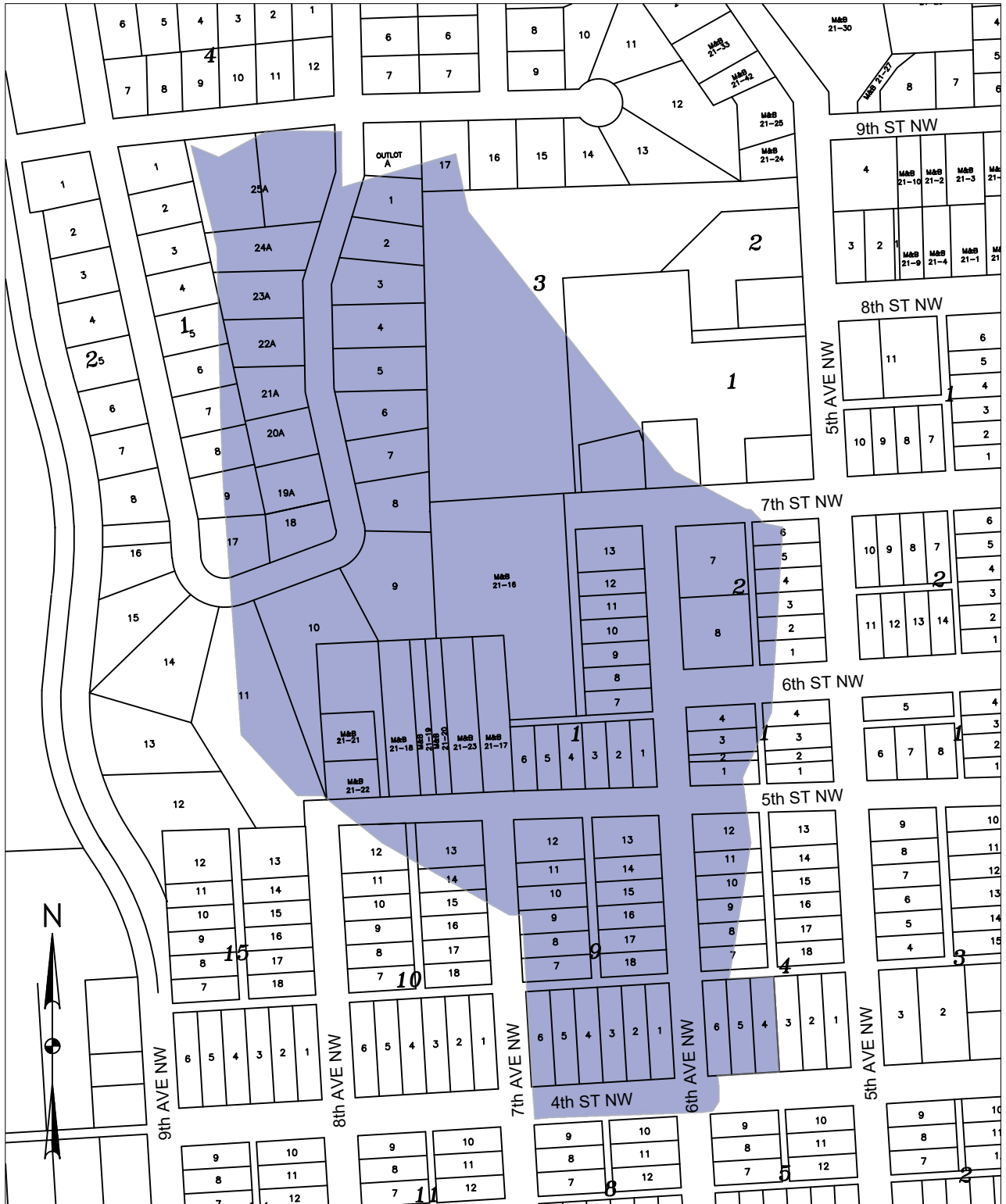
PROJECT NUMBER:
1804-01025

PROJECT LOCATION:
Valley City, ND

DATE:
FEBRUARY 14, 2019



LOCATION MAP



Storm Sewer Improvement District 55
6th Avenue Northwest
Northwest Storm Sewer Reconstruction
Valley City, North Dakota



Storm Sewer 55

% of Lot	Parcel	Parcel Sq. Ft	Sq.Ft in Distric	Local Share	R&R-0.20 Assessed	0.20 Assessed	House#	Address	Deedholder
67%	63-0340505	15,000	10,050	\$ 9,708.30	\$ 7,698.30	\$ 2,010.00	540	4TH ST NW	LARSON RUSSELL J & PATRICIA
100%	63-0340521	10,000	10,000	\$ 9,660.00	\$ 7,660.00	\$ 2,000.00	550	4TH ST NW	JOHNSON RODGER W
100%	63-0340530	4,500	4,500	\$ 4,347.00	\$ 3,447.00	\$ 900.00	424	6TH AVE NW	THILMONY ANNE B
100%	63-0340539	5,500	5,500	\$ 5,313.00	\$ 4,213.00	\$ 1,100.00	560	4TH ST NW	NELSON ERIKA S (MURRAY)
44%	63-0340548	7,000	3,080	\$ 2,975.28	\$ 2,359.28	\$ 616.00	450	6TH AVE NW	EDWARDS BRYAN A & KAITLYN M
52%	63-0340557	7,000	3,626	\$ 3,502.72	\$ 2,777.52	\$ 725.20	458	6TH AVE NW	HOWE PATRICK A & BONNIE
60%	63-0340566	7,000	4,176	\$ 4,033.54	\$ 3,198.44	\$ 835.10	468	6TH AVE NW	HOWE PATRICK A & BONNIE
68%	63-0340575	14,000	9,450	\$ 9,128.70	\$ 7,238.70	\$ 1,890.00	478	6TH AVE NW	TOMPT JOHN & DIXIE
80%	63-0340590	10,290	8,263	\$ 7,981.93	\$ 6,329.36	\$ 1,652.57	496	6TH AVE NW	SORENSEN RONALD G & LINDA L
100%	63-0341097	10,000	10,000	\$ 9,660.00	\$ 7,660.00	\$ 2,000.00	425	6TH AVE NW	JOHNSON FAMILY REV TRUST
100%	63-0341106	10,000	10,000	\$ 9,660.00	\$ 7,660.00	\$ 2,000.00	618	4TH ST NW	FORD SHAUN
100%	63-0341115	10,000	10,000	\$ 9,660.00	\$ 7,660.00	\$ 2,000.00	626	4TH ST NW	KOLPIN CARRIE L
100%	63-0341124	15,000	15,000	\$ 14,490.00	\$ 11,490.00	\$ 3,000.00	634	4TH ST NW	JORISSEN STEVEN P & AMY V
100%	63-0341133	8,625	8,625	\$ 8,331.75	\$ 6,606.75	\$ 1,725.00	646	4TH ST NW	BORG LILLIAN M & RAYMOND L
100%	63-0341142	6,375	6,375	\$ 6,158.25	\$ 4,883.25	\$ 1,275.00	436	7TH AVE NW	BENHAM, LARRY
100%	63-0341151	10,500	10,500	\$ 10,143.00	\$ 8,043.00	\$ 2,100.00	444	7TH AVE NW	GIBSON GREGORY & NICOLE
100%	63-0341160	10,500	10,500	\$ 10,143.00	\$ 8,043.00	\$ 2,100.00	462	7TH AVE NW	SILVER CREEK PROPERTIES LLC
100%	63-0341178	7,000	7,000	\$ 6,762.00	\$ 5,362.00	\$ 1,400.00	480	7TH AVE NW	KRAMER JAMES R
100%	63-0341187	7,000	7,000	\$ 6,762.00	\$ 5,362.00	\$ 1,400.00	486	7TH AVE NW	BEAUDRY RITA
100%	63-0341196	11,900	11,900	\$ 11,495.40	\$ 9,115.40	\$ 2,380.00	494	7TH AVE NW	ZAUN DREW
100%	63-0341205	11,480	11,480	\$ 11,089.68	\$ 8,793.68	\$ 2,296.00	499	6TH AVE NW	SAND PATRICK E & LEAH M
100%	63-0341214	21,000	21,000	\$ 20,285.99	\$ 16,085.99	\$ 4,200.00	473	6TH AVE NW	KUPITZ RICHARD C
100%	63-0341250	14,000	14,000	\$ 13,524.00	\$ 10,724.00	\$ 2,800.00	449	6TH AVE NW	JOHNSON-BERG JUDITH R & DARELL D BERG
28%	63-0341358	13,370	3,744	\$ 3,616.32	\$ 2,867.60	\$ 748.72	482	8TH AVE NW	LEIBING TRAVIS
100%	63-0341367	12,670	12,670	\$ 12,239.22	\$ 9,705.22	\$ 2,534.00	495	7TH AVE NW	HEYENGA DAVID L & CATHY J
58%	63-0341376	7,000	4,060	\$ 3,921.96	\$ 3,109.96	\$ 812.00	485	7TH AVE NW	ROSS KATIE
9%	63-0341385	7,000	630	\$ 608.58	\$ 482.58	\$ 126.00	475	7TH AVE NW	BORG RAYMOND L & LILLIAN M
100%	63-0730058	14,436	14,436	\$ 13,945.17	\$ 11,057.97	\$ 2,887.20	602	7TH ST NW	STAINBROOK JENNIFER & JONATHAN
31%	63-0730067	16,100	5,009	\$ 4,838.42	\$ 3,836.68	\$ 1,001.74	550	7TH ST NW	GRIM RAPHAEL A & LELA M
74%	63-0740103	6,615	4,867	\$ 4,701.52	\$ 3,728.12	\$ 973.40	817	7TH AVE NW	BERNTSSON RAYMOND & MARY ANN
100%	63-0740105	56,724	56,478	\$ 54,557.72	\$ 43,262.12	\$ 11,295.60	815	7TH AVE NW	VALLEY REALTY INC
100%	63-0740107	9,990	9,990	\$ 9,650.34	\$ 7,652.34	\$ 1,998.00	750	7TH AVE NW	VALLEY REALTY INC
98%	63-0740109	9,990	9,750	\$ 9,418.73	\$ 7,468.69	\$ 1,950.05	754	7TH AVE NW	VALLEY REALTY INC
29%	63-0740111	283,518	83,892	\$ 81,039.62	\$ 64,261.22	\$ 16,778.40	814	7TH AVE NW	VALLEY REALTY INC
52%	63-0740101	20,400	10,608	\$ 10,247.33	\$ 8,125.73	\$ 2,121.60	715	9TH ST NW	HOKANA BRANDON & MISTY
100%	63-2000004	7,150	7,150	\$ 6,906.90	\$ 5,476.90	\$ 1,430.00	606	5TH ST NW	SWENSON DANIEL R & ALLISON L
100%	63-2000009	7,000	7,000	\$ 6,762.00	\$ 5,362.00	\$ 1,400.00	525	6TH AVE NW	HANNIG THOMAS J
100%	63-2000013	6,975	6,975	\$ 6,737.85	\$ 5,342.85	\$ 1,395.00	628	5TH ST NW	LANE KODY
100%	63-2000022	6,900	6,900	\$ 6,665.40	\$ 5,285.40	\$ 1,380.00	636	5TH ST NW	JOHNSON KENNETH W
100%	63-2000031	6,825	6,825	\$ 6,592.95	\$ 5,227.95	\$ 1,365.00	642	5TH ST NW	ESCH JASON E & KIMBERLY S
100%	63-2000040	6,775	6,775	\$ 6,544.65	\$ 5,189.65	\$ 1,355.00	652	5TH ST NW	DEMASI JOHN V & MARY ANN OPSUTH
100%	63-2000049	7,000	7,000	\$ 6,762.00	\$ 5,362.00	\$ 1,400.00	539	6TH AVE NW	TERRY DIANE & DIRETHA TERRY-ANDERSON
100%	63-2000058	7,000	7,000	\$ 6,762.00	\$ 5,362.00	\$ 1,400.00	601	6TH AVE NW	DILTS MAVIS E
100%	63-2000067	7,420	7,420	\$ 7,167.72	\$ 5,683.72	\$ 1,484.00	609	6TH AVE NW	BROWN ALEXANDER T & JEFFREY BROWN

100%	63-2000076	13,580	13,580	\$ 13,118.28	\$ 10,402.28	\$ 2,716.00	621	6TH AVE NW	ZUBROD JOSEPH A & VIRGINIA L
100%	63-2000094	7,000	7,000	\$ 6,762.00	\$ 5,362.00	\$ 1,400.00	655	6TH AVE NW	GILBERTSON TERRY
10%	63-2890009	13,800	1,380	\$ 1,333.08	\$ 1,057.08	\$ 276.00	745	9TH ST NW	BOGGETTO JON D
100%	63-2890018	13,028	13,028	\$ 12,584.56	\$ 9,979.06	\$ 2,605.50	830	8TH AVE NW	BOGGETTO JON D
100%	63-2890027	14,251	14,251	\$ 13,766.46	\$ 10,916.26	\$ 2,850.20	816	8TH AVE NW	KLEIN DANIEL C & PATRICIA A
100%	63-2890036	23,755	23,755	\$ 22,947.32	\$ 18,196.32	\$ 4,751.00	756	8TH AVE NW	NOESKE R BRAD & JANELLE J
100%	63-2890054	23,985	23,985	\$ 23,169.50	\$ 18,372.50	\$ 4,797.00	744	8TH AVE NW	JOHNSON JOHN M & JANICE K
100%	63-2890063	23,345	23,345	\$ 22,551.26	\$ 17,882.26	\$ 4,669.00	722	8TH AVE NW	KLEIN DANIEL C & PATRICIA A
100%	63-2890072	15,189	15,189	\$ 14,672.57	\$ 11,634.77	\$ 3,037.80	712	8TH AVE NW	McDANIEL JAMES D & NICOLE R SUFFICOO
100%	63-2890081	15,023	15,023	\$ 14,512.21	\$ 11,507.61	\$ 3,004.60	702	8TH AVE NW	STEARNS JOHN & MARY
100%	63-2890090	37,086	37,086	\$ 35,825.06	\$ 28,407.86	\$ 7,417.20	803	7TH ST NW	LINDEMANN JARROD & DANIELLE
100%	63-2890099	49,592	49,592	\$ 47,905.84	\$ 37,987.44	\$ 9,918.40	829	7TH ST NW	JENSEN JAMES A & RACHEL M
56%	63-2890108	78,680	44,061	\$ 42,562.71	\$ 33,750.55	\$ 8,812.16	835	7TH ST NW	JENSEN JAMES A & RACHEL M
59%	63-2890162	15,369	9,068	\$ 8,759.41	\$ 6,945.87	\$ 1,813.54	834	7TH ST NW	LASSITER TERRANCE P & LAURA
100%	63-2890171	12,870	12,870	\$ 12,432.42	\$ 9,858.42	\$ 2,574.00	824	7TH ST NW	PFENNIG GREGORY D & BECKY J
100%	63-2900004	13,700	13,700	\$ 13,234.20	\$ 10,494.20	\$ 2,740.00	709	8TH AVE NW	STOUDT CASEY & LACEY
100%	63-2900013	13,650	13,650	\$ 13,185.90	\$ 10,455.90	\$ 2,730.00	719	8TH AVE NW	BONG DAMON & BRENDA
100%	63-2900022	13,695	13,695	\$ 13,229.37	\$ 10,490.37	\$ 2,739.00	727	8TH AVE NW	MALSAM DAVID
100%	63-2900031	15,850	15,850	\$ 15,311.09	\$ 12,141.09	\$ 3,170.00	741	8TH AVE NW	LINDEMANN DANA M & PAUL D
100%	63-2900040	17,836	17,836	\$ 17,229.57	\$ 13,662.37	\$ 3,567.20	751	8TH AVE NW	GRAHN ALLYN
93%	63-2900049	21,024	19,552	\$ 18,887.53	\$ 14,977.07	\$ 3,910.46	813	8TH AVE NW	WONDROUS PROPERTIES LLC
96%	63-2900058	30,161	28,955	\$ 27,970.09	\$ 22,179.18	\$ 5,790.91	819	9TH ST NW	WENDEL CHAD A
96%	63-2900059	30,161	28,955	\$ 27,970.09	\$ 22,179.18	\$ 5,790.91	815	9TH ST NW	WENDEL CHAD
100%	63-2900060	30,311	30,311	\$ 29,280.41	\$ 23,218.21	\$ 6,062.20	835	8TH AVE NW	ANDERSON CHERI & RICK
100%	63-2900061	30,161	30,161	\$ 29,135.51	\$ 23,103.31	\$ 6,032.20	845	8TH AVE NW	BIRCHEM MAUREEN L
76%	63-5180100	27,000	20,520	\$ 19,822.31	\$ 15,718.31	\$ 4,104.00	841	9TH ST NW	WENDEL CHAD
100%	63-3020250	32,670	32,670	\$ 31,559.20	\$ 25,025.20	\$ 6,534.00	738	5TH ST NW	KLEIN KEVIN
100%	63-3020268	10,890	10,890	\$ 10,519.74	\$ 8,341.74	\$ 2,178.00	720	5TH ST NW	LAWSON VALERIE & DAVID
15%	63-4890034	3,000	447	\$ 431.81	\$ 342.41	\$ 89.40	523	6TH ST NW	SILVER CREEK PROPERTIES LLC
20%	63-4890043	7,000	1,381	\$ 1,334.15	\$ 1,057.93	\$ 276.22	607	5TH AVE NW	KRINGLE KAY K
24%	63-4890052	7,000	1,677	\$ 1,619.50	\$ 1,284.20	\$ 335.30	615	5TH AVE NW	NEUBERGER KEITH A & SAMANTHA ALLGUIRE
28%	63-4890061	7,000	1,972	\$ 1,904.86	\$ 1,510.48	\$ 394.38	625	5TH AVE NW	WOHLGANGER JESSICA
32%	63-4890070	7,000	2,267	\$ 2,190.22	\$ 1,736.76	\$ 453.46	633	5TH AVE NW	MIZAN OKU MICHAEL M & JACKLINE MARIANO BATIKO
37%	63-4890079	7,000	2,563	\$ 2,475.57	\$ 1,963.03	\$ 512.54	643	5TH AVE NW	FELDMAYER JESSE
35%	63-4890088	7,000	2,461	\$ 2,376.85	\$ 1,884.75	\$ 492.10	651	5TH AVE NW	RUMOHR SETH
100%	63-4890097	10,950	10,950	\$ 10,577.70	\$ 8,387.70	\$ 2,190.00	533	7TH ST NW	LUECK CHAD & PATRICIA
100%	63-4890106	10,950	10,950	\$ 10,577.70	\$ 8,387.70	\$ 2,190.00	644	6TH AVE NW	TAYLOR DAVID L & JODY K
100%	63-4890115	7,500	7,500	\$ 7,245.00	\$ 5,745.00	\$ 1,500.00	538	6TH ST NW	GIENGER BRIAN L
100%	63-4890124	8,075	8,075	\$ 7,800.45	\$ 6,185.45	\$ 1,615.00	546	6TH ST NW	VALLEY BRIDGES PROPERTIES XII LLC
100%	63-4890133	6,175	6,175	\$ 5,965.05	\$ 4,730.05	\$ 1,235.00	624	6TH AVE NW	BEATTIE ANNETTE M & CURT
51%	63-4970002	4,410	2,249	\$ 2,172.21	\$ 1,722.48	\$ 449.73	542	5TH ST NW	GRUMAN RICHARD
100%	63-4970007	6,078	6,078	\$ 5,870.87	\$ 4,655.37	\$ 1,215.50	560	5TH ST NW	VALLEY BRIDGES PROPERTIES XII LLC
100%	63-4970012	7,250	7,250	\$ 7,003.50	\$ 5,553.50	\$ 1,450.00	522	6TH AVE NW	GRAFING CHRISTOPHER & MEGAN
100%	63-4970018	7,250	7,250	\$ 7,003.50	\$ 5,553.50	\$ 1,450.00	530	6TH AVE NW	MAGNUSON SCOTT A & DEBBIE A
100%	63-6130010	11,200	11,200	\$ 10,819.20	\$ 8,579.20	\$ 2,240.00	748	5TH ST NW	HAFNER JOYCE M & FRANCIS H

100%	63-6130012	10,560	10,560	\$ 10,200.96	\$ 8,088.96	\$ 2,112.00	744	5TH ST NW	HAFNER FRANCIS H & JOYCE M
100%	63-6130210	28,314	28,314	\$ 27,351.31	\$ 21,688.51	\$ 5,662.80	601	6TH AVE NW	DILTS MAVIS E
100%	63-6130220	77,101	77,101	\$ 74,479.52	\$ 59,059.32	\$ 15,420.20	659	7TH ST NW	LINDEMANN JARROD
100%	63-6130230	21,780	21,780	\$ 21,039.47	\$ 16,683.47	\$ 4,356.00	672	5TH ST NW	LERUD ROBERT E
100%	63-6130240	21,780	21,780	\$ 21,039.47	\$ 16,683.47	\$ 4,356.00	710	5TH ST NW	LAWSON VALERIE & DAVID
		1,682,562	1,321,138	\$ 1,276,218.00	\$ 1,011,990.50	264,228			

Total Storm Swr Cost 1,276,218.00

Cost Per Sq. Ft:	\$ 0.97	0.59	0.59
Cost Per Sq. Ft-R&R	\$ 0.32	0.295	0.39
Cost Per Sq. Ft-Asses	\$ 0.64	0.295	0.2
33% R&R 50% R&R 0.20 Per Sq. Ft			

2nd Ave NW/3rd St NW/4th St N

Paving Improvement District No. 128

Sanitary Sewer Improvement District No. 69

Water Main Improvement District No. 105

Special Assessment Public Hearing

September 22, 2025

The Special Assessment Commission held a public hearing for Paving 128 Reconstruction project beginning at 5:15 P.M. on September 22, 2025 in the City Hall Commission Chambers.

Members Present: Jim Knutson, Paul Dahlberg and Jeremy Wiebe. Members Absent: None. Others Present: Finance Director Brenda Klein, Deputy Auditor Brandy Johnson, City Administrator Gwen Crawford, and Kadrmas Lee & Jackson Engineer Chad Petersen.

Member Knutson opened the public hearing for the Paving 128 Reconstruction projects at 5:15 P.M.

There were no attendees at the meeting, therefore no discussion/objections.

The Special Assessment Commission recommends to the City Commission that the City approve the special assessment list as presented. Member Weibe moved to approve the special assessment list. Member Dahlberg seconded the motion. All voted Aye.

The assessments will be assessed over twenty years with a 2.5% interest rate.

Minutes Submitted by Brandy Johnson, Deputy Auditor

AFFP
COVC/PAVINGIMPROVEMENTS

Affidavit of Publication

STATE OF NORTH DAKOTA } SS
COUNTY OF BARNES
COUNTY }

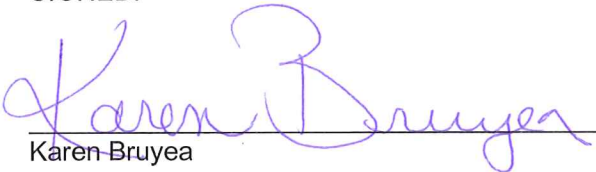
Karen Bruyea, being duly sworn, says:

That she is Karen Bruyea of the Valley City Times Record,
a daily newspaper of general circulation, printed and
published in Valley City, Barnes County County, North
Dakota; that the publication, a copy of which is attached
hereto, was published in the said newspaper on the
following dates:

09/03/2025 09/10/2025

That said newspaper was regularly issued and circulated
on those dates.

SIGNED:


Karen Bruyea

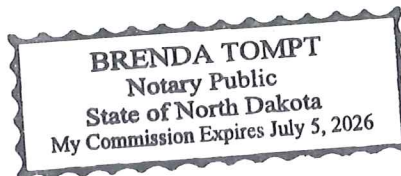
Subscribed to and sworn to me this 10th day of September 2025.


Brenda Tompt, Business Manager, Barnes County
County, North Dakota

My commission expires: July 5, 2026

22232 218389

CITY OF VALLEY CITY
220 3RD ST NE
VALLEY CITY ND 58072



City Hall
220 3rd St. NE
Valley City, ND 58072



Phone: 701-845-1700
Web: www.valleycity.us

Project Items:	Paving Improvement District 128	Watermain Improvement District 105 (9 Hookups)	Sanitary Sewer Improvement District 69 (16 Hookups)	Totals
Construction	\$2,554,919.85	\$569,272.00	\$350,165.00	\$3,474,356.85
Preliminary & Design Engineering	\$234,394.77	\$52,226.44	\$32,125.02	\$318,746.23
Construction Engineering	\$385,034.21	\$85,791.03	\$52,770.93	\$523,596.17
Bonding Fees:	\$2,771.17	\$617.46	\$379.80	\$3,768.43
Publishing & Postage	\$1,470.73	\$327.70	\$201.57	\$2,000.00
Spec Assess Com	\$300.00	\$300.00	\$300.00	\$900.00
Total:	\$3,178,890.73	\$708,534.63	\$435,942.32	\$4,323,367.68
Less Federal/State Share	-\$2,199,944.10			-\$2,199,944.10
Less: State DWR Cost Share		-\$416,587.40		-\$416,587.40
TOTAL:	\$978,946.63	\$291,947.23	\$435,942.32	\$1,706,836.18

Amount Assessed:	\$323,078.50	\$53,500.00	\$96,500.00	\$473,078.50
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City Funds:	\$655,868.13	\$238,447.23	\$339,442.32	\$1,233,757.68
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City Property: \$65,700.00

Waivers for Additional Work: \$11,003.50

Total R&R Funds: \$1,299,457.68

Certification of Costs Prepared By:

Brenda Klein, City Finance Director  9-22-25
Signature Date:

Brandy Johnson, Deputy Auditor  9-22-25
Signature Date:

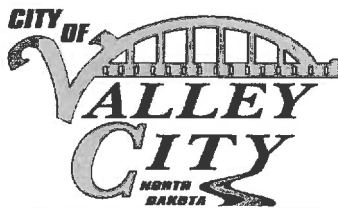
Costs Certified by Special Assessment Commission

 9-22-25
Date:

Paul Dahlberg  Date:

Jeremy Wiebe  9-22-25
Date:

City Hall
220 3rd St. NE
Valley City, ND 58072




Phone: 701-845-1700
Fax: 701-845-4588
Web: www.valleycity.us

STATE OF NORTH DAKOTA }
COUNTY OF BARNES } SS

Certification of Reconstruction Projects:
Paving Improvement District No. 128
Sanitary Sewer Improvement District No. 69
Water Main Improvement District No. 105

We, Jim Knutson, Paul Dahlberg, and Jeremy Wiebe the duly appointed qualified and acting members of the Special Assessment Commission of the City of Valley City, Barnes County, North Dakota, do hereby certify that on Monday, September 22nd, 2025 at 5:15 PM a public hearing was held in the Commission Chambers at City Hall to hear any protests or objections to the special assessments placed against the properties listed on the attached Special Assessment list for Paving Improvement District No. 128, Sanitary Sewer Improvement District No. 69, Water Main Improvement District No. 105 and that the foregoing list is correct as confirmed and includes any alterations, if any, made at said public hearing.



Jim Knutson



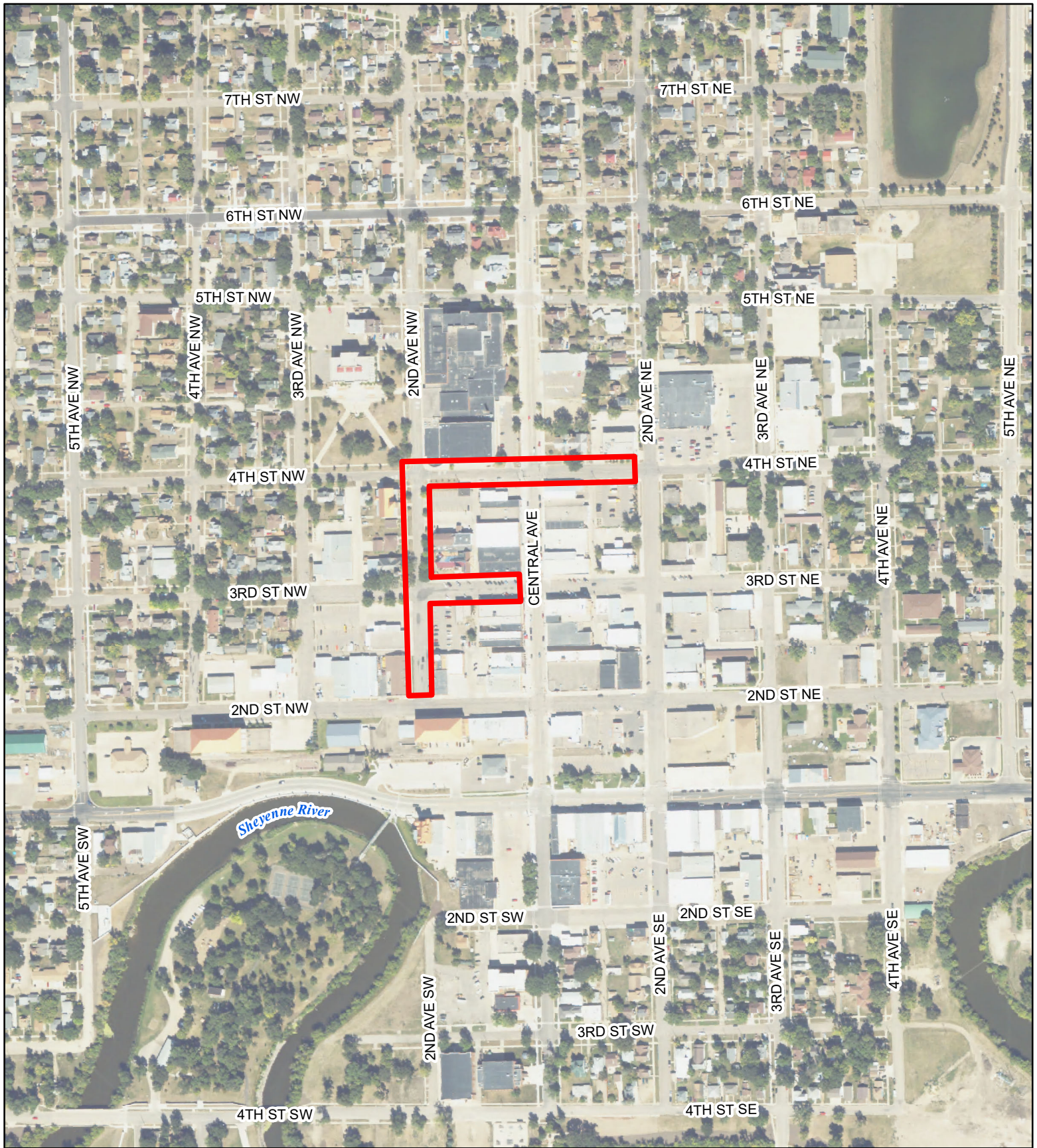
Paul Dahlberg



Jeremy Wiebe

Special Assessment Commission
City of Valley City, North Dakota

ATTACH Special Assessment List
NDCC 40-23-05, NDCC 40-23-12



Document Path: K:\Projects\City\ND\ValleyCity\2304-00353_2024_UGP-2-990(067)_PCN_23951\GIS\Cultural\VC_PCN23951_LocationMap.mxd



Project Overview
 2nd Ave NW/3rd St NW/4th St N
 Reconstruction & Incidentals
 UGP-2-990(067), PCN 23951
 Valley City, Barnes County, North Dakota

 Project

NDDOT
 North Dakota
 Department of Transportation



0 100 200 400
 Feet



KLJ Project Number: 2304-00353

Date: 4/21/2023

Created By: JDP

Paving 128-2nd Ave NW/3rd St NW/4th St N
Reconstruction

Parcel_Number	Frontage Feet	Local Share	R&R Fund	Paving Assessment- \$150 Cap	Water Hookup	Sanitary Sewer Hookup	Assessment	House#	Address	Deedholder
63-3470287	75	\$ 36,802.48	\$ 24,989.98	\$ 11,812.50	\$ 6,500.00	\$ 13,000.00	\$ 31,312.50	410	CENTRAL AVE N	PUBLIC LIBRARY DIR OF & READING RM OF CITY OF VC
63-3470296	75	\$ 36,802.48	\$ 24,989.98	\$ 11,812.50	\$ 6,500.00		\$ 18,312.50	415	2ND AVE NE	CITY COUNTY HEALTH DISTRICT
63-3470377	300	\$ 147,209.92	\$ 102,209.92	\$ 45,000.00			\$ 45,000.00	493	CENTRAL AVE N	BOARD OF EDUCATION VC PUBLIC SCHOOL DIST 2
63-3470609	75	\$ 36,802.48	\$ 25,552.48	\$ 11,250.00		\$ 6,500.00	\$ 17,750.00	202	3RD ST NW	ST PAULS EVANGELICAL LUTHERAN CHURCH OF VC
63-3470618	75	\$ 36,802.48	\$ 25,552.48	\$ 11,250.00	\$ 4,000.00	\$ 4,000.00	\$ 19,250.00	323	2ND AVE NW	FLATT MAYNARD & SHEILA
63-3470622	50	\$ 24,534.99	\$ 17,034.99	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00	\$ 15,500.00	337	2ND AVE NW	FLATT ERIK W
63-3470636	100	\$ 49,069.97	\$ 34,069.97	\$ 15,000.00		\$ 6,500.00	\$ 21,500.00	217	4TH ST NW	CONGREGATIONAL UNITED CHURCH OF CHRIST
63-3470645		0				\$ 4,000.00	\$ 4,000.00	227	4TH ST NW	VALLEY BRIDGES PROPERTIES VIII LLC
63-3470652	42	\$ 20,609.39	\$ 14,309.39	\$ 6,300.00		\$ 6,500.00	\$ 12,800.00	135	4TH ST NW	MUSKE AMBER
63-3470654	148	\$ 72,623.56	\$ 50,423.56	\$ 22,200.00			\$ 22,200.00	151	4TH ST NW	CITY OF VALLEY CITY
63-3470672	240	\$ 117,767.94	\$ 79,667.94	\$ 38,100.00	\$ 13,000.00	\$ 13,000.00	\$ 64,100.00	138	3RD ST NW	OUR SAVIOR'S EVANGELICAL LUTHERAN CHURCH OF VC
63-3470699	70	\$ 34,348.98	\$ 22,798.98	\$ 11,550.00			\$ 11,550.00	301	CENTRAL AVE N	ST CATHERINES PARISH
63-3470762	70	\$ 34,348.98	\$ 23,848.98	\$ 10,500.00			\$ 10,500.00	357	CENTRAL AVE N	KING WESLEY R & STACI D
63-3470780	70	\$ 34,348.98	\$ 23,323.98	\$ 11,025.00			\$ 11,025.00	358	CENTRAL AVE N	ROCKING DD PROPERTIES LLC
63-3470861	140	\$ 68,697.96	\$ 46,647.96	\$ 22,050.00			\$ 22,050.00	343	2ND AVE NE	CITY OF VALLEY CITY
63-3471716	65	\$ 31,895.48	\$ 21,170.48	\$ 10,725.00		\$ 19,500.00	\$ 30,225.00	160	2ND ST NW	RUSH RENTAL LLC
63-3471815	70	\$ 34,348.98	\$ 22,798.98	\$ 11,550.00			\$ 11,550.00	253	CENTRAL AVE N	IRISH PROPERTIES IV LLC
63-3471824	60	\$ 29,441.98	\$ 19,541.98	\$ 9,900.00	\$ 6,500.00	\$ 6,500.00	\$ 22,900.00	149	3RD ST NW	VALLEY BRIDGES PROPERTIES VIII LLC
63-3471833	130	\$ 63,790.97	\$ 42,340.97	\$ 21,450.00			\$ 21,450.00	246	2ND AVE NW	CITY OF VALLEY CITY
63-3471896	65	\$ 31,895.48	\$ 21,170.48	\$ 10,725.00	\$ 6,500.00	\$ 6,500.00	\$ 23,725.00	202	2ND ST NW	DRAKE ROBERT & TAMARA
63-3471905	75	\$ 36,802.48	\$ 24,427.48	\$ 12,375.00	\$ 6,500.00	\$ 6,500.00	\$ 25,375.00	239	2ND AVE NW	L&B PROPERTIES LLC

1,995 \$ 978,946.00 \$ 666,871.00 \$ 312,075.00 \$ 53,500.00 \$ 96,500.00 \$ 462,075.00

\$ 65,700.00 City Properties

\$ 396,375.00

\$11,003.00 Waivers

\$407,378.00

Difference:

Increase for Properties on Wider Streets:

\$157.50 4th St NE (Central t

\$165.00 2nd Ave NW (2nd-
3rd St NW) & 3rd

Paving Local Share:	\$ 978,946.00
Cost Per Ft.	\$ 490.70
R&R Per Ft.	\$ 340.70
Assessment Cap Per Ft:	\$ 150.00

69%

30.6%

	<u>Paving 128 Waivers:</u>			
Parcel	Name	Address	Work Completed	Final Amount
63-3470618	Maynard & Sheila Flatt	323 2nd Ave NW	Additional Pavement, Driveway removal and Topsoil Restoration	\$ 2,203.50
63-3471896	Robert & Tamara Drake	202 2nd St NW	Pigmented Congrete in Lieu of Grass	\$ 1,257.86
63-3470672	Our Saviors Church	138 3rd St NW	Remove and Replace Curb	\$ 7,560.00

ORDINANCE NO. 1179

An ordinance to create and enact Section 01-01-17 of the Valley City Municipal Code related to billing and fees for city services.

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

Section 1. Section 1-01-17 Valley City Municipal Code is created and enacted as follows:

Section 1-01-17. - Monthly bills for city services—When payable; rates, fees and penalties.

1. Statements for services provided by the various departments of the city shall be sent to customers at least once each calendar month for charges incurred during the prior 30-day period. Any statement sent by the City shall be due and payable on or before the 30th day following the statement date or, if the 30th day falls on a Saturday, Sunday or legal holiday, on or before the next business day after such 30th day.
2. Rates, fees, and penalties to be charged for city services shall be established, and may be changed from time to time by resolution of the Board of City Commissioners. No prior notice that any rate, fee or penalty is to be established or changed need to be given to any person; except, that the City Administrator shall be given written notice thereof at least 15 days prior to the day upon which the Board proposes to establish or change such rates. A full and complete schedule of applicable and current rates, fees, and penalties shall be published in the city master fee schedule and shall be available for public inspection.
3. Such rates, fees, and penalties as are in effect on the effective date of this section shall be deemed to have been duly and properly established in accordance with the provisions of this section as of such effective date.
4. The City may charge, receive, and collect any late payment fee set by the Board of City Commissioners pursuant to this section from 31 days following the statement date. The statement must include the information required by N.D.C.C § 13-01-15(2), when applicable.
5. This section does not apply to municipal utility accounts, which are subject to the provisions of chapter 15-01.

Section 3. Any ordinances of the City of Valley City which are in conflict with this ordinance are hereby repealed.

Section 4. Should any part of this ordinance be declared unconstitutional or invalid, the remaining portion thereof will remain in full force and effect.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after its final passage and approval.

Dave Carlsrud, President
Board of City Commissioners

ATTEST:

Brenda Klein, Finance Director

Introduction and First Reading:
Second Reading, Final Passage, and Effective Date:

ORDINANCE NO. 1180

2026 ANNUAL BUDGET ORDINANCE

AN ORDINANCE ENTITLED "THE ANNUAL BUDGET ORDINANCE" APPROPRIATING THE SUMS OF MONEY NEEDED TO DEFRAY THE EXPENSE AND LIABILITIES OF THE CITY OF VALLEY CITY, NORTH DAKOTA, AND MAKING THE ANNUAL TAX LEVY FOR THE PERIOD JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF VALLEY CITY, BARNES COUNTY, NORTH DAKOTA:

Section 1 The City Auditor's recommended budget is hereby approved.

Section 2. Total Appropriations: Based on the foregoing, there is hereby appropriated the following sums of money deemed necessary to defray the expenses and liabilities of the City of Valley City for the fiscal year beginning January 1, 2026 and ending December 31, 2026.

FUND #	FUND DESCRIPTION	APPROPRIATIONS
100	General Fund	4,522,484
105	City Financed Spec Assessment Projects	0
203	City Share of Specials	20,758
204	Deficiency	9,257
206	Emergency	0
207	Permanent Flood Protection	7,700,000
211	Library Fund	206,649
225	Building Reserve Fund	146,500
230	Equipment Renew & Replacement Fund	227,108
231	Street Equipment Renewal/Replace	168,217
240	City Sales Tax-Economic Development	762,000
241	City Sales Tax-Property Tax Relief	295,000
242	City Sales Tax-Retail Image Enhance	69,500
243	City Sales Tax-PFP & Wellness Ctr Debt	230,000
274/275	Motel Occupancy Fund	132,966
276	Food & Beverage Tax	245,000
280	Financing Reserve Fund (Former BNRR)	0
290	Infrastructure Renewal & Replacement	1,648,947
291	Sewer Renew & Replacement Fund	0
295	Municipal Infrastructure Fund	0
310	BND Firehall Addition Loan	31,016
340	Sales Tax Revenue Bonds 2013	235,578
342	Debt Service BND Bonds for PFP	388,899
343	Debt Service Reserves-BND Bonds for PFP	0
351-373	Debt Service Special Assess Refunding Bonds	1,069,541
380-386	Debt Service Tax Increment Financing	218,722
Total Appropriations		18,328,141

Section 3. There is hereby levied upon the taxable property in the City of Valley City, North Dakota, subject to taxation, for the period beginning January 1, 2026 and ending December 31, 2026 inclusive, the following sums of money, to-wit:

<u>FUND</u>	<u>LEVY</u>
General Fund	1,630,700
City Share of Specials	32,300
Library Fund	199,149
 TOTAL LEVY	 \$1,862,149

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

Dated this 7th day of October, 2025.

Dave Carlsrud, President
Board of City Commissioners
Valley City, North Dakota

Attest:

Brenda Klein, City Auditor
City of Valley City, North Dakota

First Reading: September 16, 2025
Second Reading: October 7 2025
Approved: October 7, 2025

RESOLUTION NO. 2502

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 BE IT 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:

Demolition of two existing structures—an elevated water storage tank and a standpipe—followed by the design and construction of a new 250,000-gallon welded carbon steel elevated water storage tank on a new concrete foundation; and also including the installation and modification of several pressure-reducing valve vaults.

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 \$1,500,000.

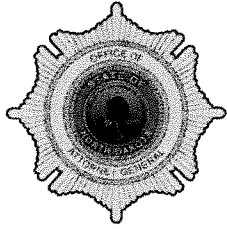
That the City of Valley City hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its municipal securities to the North Dakota Public Finance Authority.

Passed, adopted and approved this 7th day of October, 2025.

Dave Carlsrud, President
Board of City Commissioners

ATTEST:

Brenda Klein, Finance Director



Back the Blue Grant Program

Formula Funding Application

This funding has been appropriated by the 2024 ND Legislative Session and may be used for providing hiring and retention bonuses to new and current law enforcement and correctional officers and providing tuition and fee payments on behalf of law enforcement trainees.

Supplanting is not allowed. These funds should not be used to replace local funds that, in the absence of this grant, have been appropriated or made available for the purpose of this project. Instead, these funds should enhance the applicant's budgets and activities, and should increase the total funding available for this purpose.

Reporting required. All agencies accepting funds will be required to report to the Attorney General's office regarding the use and effectiveness of the funding.

Applicant Information

Agency: Valley City Police Department

Address: 216 2nd Ave. NE
Street Address

Valley City, ND, 58072
City State ZIP Code

Phone: 7018453110

Email: nhorner@valleycity.us

Budget Plan

Please check the following boxes as to how you plan to allocate the funds (*check all the apply*):



Providing retention bonuses to current law enforcement and correction officers



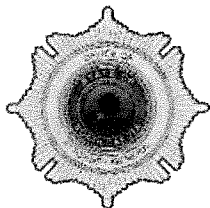
Providing tuition and fee payments on behalf of law enforcement trainees

Disclaimer and Signature

I certify that these funds will be spent as required. Any unspent funds will need to be returned to the Attorney General.

Signature: 

Date: 08/29/25



Back the Blue Grant Program

Award Acceptance

This funding has been appropriated by the 2025 ND Legislative Session and may be used for providing hiring and retention bonuses to new and current law enforcement and correctional officers and providing tuition and fee payments on behalf of law enforcement trainees.

Reporting required. All agencies accepting funds will be required to report to the Attorney General's office regarding the use and effectiveness of the funding.

Grant funds must not be used to replace (or "supplant") existing local funds that have already been budgeted or appropriated for the same purpose. In other words, if local funds were already allocated for this project or activity, you cannot withdraw those funds and replace them with grant money.

The grant funds are intended to supplement or enhance existing budgets and activities. The goal is to increase the overall resources devoted to the project, not to substitute one source of funding for another.

Applicant Information

Agency Name: Valley City Police Department

Address: 216 2nd Ave. NE, Valley City, ND, 58072

Phone: 7018453110

Email: nhorner@valleycity.us

Budget Plan

Award Amount: \$19,385.66

Please check the following boxes as to how you plan to allocate the funds (*check all the apply*):



Providing retention bonuses to current law enforcement and correction officers



Providing tuition and fee payments on behalf of law enforcement trainees

Disclaimer and Signature

I certify that these funds will be spent no later than March 31, 2027. Any unspent funds will need to be returned to the Attorney General.

Signature: _____

Date: 08/29/25

PURCHASE AGREEMENT

The parties to this agreement (Agreement) are state of North Dakota, acting through its North Dakota Department of Health and Human Services, Contract Number (State), and the City of Valley City (Contractor), having its principal place of business at 216 2nd Avenue NE, Valley City, ND 58702 (collectively "the Parties").

State has determined the goods or services identified in the Scope of Work paragraph below should be purchased and Contractor proposes to provide those goods or services in exchange for the compensation paid by State as set forth herein. The Parties therefore enter into the following Agreement:

1. SCOPE OF WORK

Contractor will develop the Responsible Tobacco Retailer Training Project as described in the proposal received by the Department on June 11, 2025. Contractor will develop an educational presentation, training materials, and a written examination to be administered to training course participants. Contractor will provide draft materials for Department review prior to use in training. Contractor will host one virtual and one in-person "Train the Trainer" events. Contractor may host one additional in-person or virtual "Train the Trainer" course for \$2,000.

2. COMPENSATION

Total payment under this Agreement may not exceed \$11,000 (Contractual Amount). The Contractual Amount is firm for the duration of this Agreement and constitutes the entire compensation due Contractor for performance of its obligations under this Agreement regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by Contractor, except as provided by the Scope of Work.

a. Payment

- 1) State, upon receipt and approval of SFN 1763 Request for Reimbursement or other form required by State, shall pay Contractor \$11,000 for completing the Scope of Work. Contractor shall submit its Request for Reimbursement to State monthly. Contractor shall submit its final payment request to State no later than 30 days after the expiration or termination of this Agreement.
- 2) Payment of a Request for Reimbursement by State will not prejudice State's right to object to or question that or any other matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any Request for Reimbursement or payment made which are determined by State, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute allowable costs. At State's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to Contractor.
- 3) For any amounts that are or will become due and payable to State by Contractor, State reserves the right to deduct the amount owed from

payments that are or will become due and payable to Contractor under this Agreement.

3. TERM OF THE AGREEMENT

This Agreement runs from September 1, 2025, through June 30, 2026 (Initial Term).

a. No Automatic Renewal

This Agreement will not automatically renew.

b. Extension Option

State reserves the right to extend this Agreement for an additional period, not to exceed three months, beyond the current termination date of this Agreement.

4. CONTRACTOR'S UNDERSTANDING OF TERM

Contractor understands that this Agreement is a one-time Agreement and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

5. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon thirty (30) days' written notice by State.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Contractor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Contractor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this

Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Contractor, or any later date stated in the notice:

- a. If Contractor fails to provide services required by this Agreement within the time specified or any extension agreed to in writing by State; or
- b. If Contractor fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. NONPERFORMANCE

Failure by Contractor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Contractor renders performance of the Agreement impossible by Contractor and is caused by circumstances beyond the control of Contractor, and through no fault of Contractor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Contractor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

7. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If Contractor is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then State may seek all available remedies, up to and including termination of this Agreement pursuant to its Termination Section, and State shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

8. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Contractor agrees to comply with all local, state, and federal laws, regulations, policies, and executive orders, including those relating to nondiscrimination, accessibility, and civil rights, such as the Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, North Dakota Century Code (N.D.C.C.) Title 34, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

By signing this Agreement Contractor certifies that neither Contractor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Contractor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by N.D.C.C. § 54-44.4-09.

Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums.

Contractor shall have and keep current all licenses and permits required by law during the Term of this Agreement.

Contractor is prohibited from boycotting Israel for the duration of this Agreement. (See N.D.C.C § 54-44.4-15.) Contractor represents that it does not and will not engage in a boycotting Israel during the term of this Agreement. If State receives evidence that Contractor boycotts Israel, State shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Agreement has fewer than ten (10) full-time employees.

Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

9. ASSIGNMENT AND SUBCONTRACTS

Contractor may subcontract with qualified Contractors, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Contractor is solely responsible for the performance of any subcontractor with whom Contractor contracts. Contractor may not contract for or on behalf of or incur obligations on behalf of State.

Contractor may not assign this Agreement without State's express written consent, provided, however, that Contractor may assign its rights and obligations hereunder

in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom State is prohibited from conducting business, State shall have the right to terminate without cause. This Agreement is equally binding on the respective parties and their successors and assigns.

10. INDEPENDENT ENTITY

Contractor is an independent entity under this Agreement. Contractor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Contractor. Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNIFICATION

State and Contractor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

- a. Contractor shall provide certificate of insurance and any endorsements to State electronically via to:

Name: Jerry Ekstrom

Email Address: jeromeekstrom@nd.gov

Email Subject Line: Certificate of Insurance – PF25.030 Responsible Tobacco Retailer Training Project

- b. Contractor shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- 3) Workers' compensation coverage meeting all statutory requirements.

- c. The insurance coverages listed above must meet the following additional requirements:

- 1) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 2) Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement.
- 3) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.
- 4) Contractor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

12. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

STATE	CONTRACTOR
Jerry Ekstrom	{Name}
Grants and Contracts Officer	{Title}
600 E Boulevard Ave, Dept 325	{Address}
Bismarck, ND 58505-0250	{City, State, Zip}

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at N.D.C.C. § 32-12.2-04.

13. MERGER, MODIFICATION, CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Contractor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control.

14. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

15. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. SPOILIATION-PRESERVATION OF EVIDENCE

Contractor shall promptly notify State of all potential claims that arise or result from this Agreement. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

18. WORKS FOR HIRE

Contractor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Contractor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Contractor in performance of this Agreement for State shall be the sole property of State, and Contractor hereby assigns and transfers all its right, title, and interest therein to State. Contractor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

19. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be immediately delivered to State at State's request upon expiration or termination of this Agreement.

20. CONFIDENTIAL INFORMATION

Contractor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in N.D.C.C. chapter 44-04. The duty of State and Contractor to

maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

21. COMPLIANCE WITH PUBLIC RECORDS LAWS

Contractor understands that, in accordance with this Agreement's Confidential Information section, State must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records obtained or generated by Contractor under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under certain circumstances under the North Dakota open records law. Contractor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

22. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Contractor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by N.D.C.C. § 28-26-04.

23. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

24. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Contractor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Contractor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

Contractor is prohibited from boycotting Israel for the duration of this Agreement. (See N.D.C.C § 54-44.4-15.) Contractor represents that it does not and will not engage in a boycotting Israel during the term of this Agreement. If State receives evidence that Contractor boycotts Israel, State shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Contractor has fewer than ten full-time employees.

Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

25. ACCESS TO BOOKS AND RECORDS

Contractor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Contractor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Contractor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

26. STATE AUDIT

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Contractor shall maintain these records for at least three (3) years following completion of this Agreement and be able to provide them upon reasonable notice. State, State Auditor, or Auditor's designee shall provide reasonable notice to Contractor prior to conducting examination.

27. REPORTING REQUIREMENTS

Contractor will submit requests for reimbursement and detailed invoices at least quarterly via the Program Reporting System (PRS).

Billing for completed project material development can be submitted after Department approval.

Invoice for training events can be submitted after completion of events and providing the Department with an attendance roster for those events.

Invoice for the period ending June 30, 2026 must be received by July 15, 2026.

All reimbursement requests will be processed upon Department approval of the scope of service as noted above, expenditures and attendance rosters.

28. SPECIAL CONDITIONS

Budget breakdown is as follows: \$9,000 for development of the Responsible Tobacco Retailer Training Project, one in-person, and one virtual "Train the Trainer" course; and \$2,000 to host one additional in-person or virtual "Train the Trainer" course.

29. EFFECTIVENESS OF CONTRACT

This Agreement is not effective until fully executed by both Parties. If no start date is specified in the Term of Agreement, the most recent date of the signatures of the Parties shall be deemed the Effective Date.

CITY OF VALLEY CITY

By _____ DATE _____

Its _____

{XX-XXXXXXX}
Contractor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

**NORTH DAKOTA DEPARTMENT OF HEALTH AND
HUMAN SERVICES**

By _____ DATE _____
DIRK D. WILKE, J.D., M.B.A.
EXECUTIVE DIRECTOR OF PUBLIC HEALTH

By _____ DATE _____
SUSAN MORMANN,
UNIT DIRECTOR
Division of Community & Health System

By _____ DATE _____
Jerry Ekstrom
Contracts Officer

Approved for form and content

**INTERIM FINANCING AGREEMENT
SERIES F**

**BY AND BETWEEN
GARRISON DIVERSION CONSERVANCY DISTRICT
AND
LAKE AGASSIZ WATER AUTHORITY
AND
CITY OF CARRINGTON, NORTH DAKOTA
AND
CITY OF COOPERSTOWN, NORTH DAKOTA
AND
CITY OF FARGO, NORTH DAKOTA
AND
CITY OF GRAND FORKS, NORTH DAKOTA
AND
CITY OF HILLSBORO, NORTH DAKOTA
AND
CITY OF MAYVILLE, NORTH DAKOTA
AND
CITY OF VALLEY CITY, NORTH DAKOTA
Dated as of October ____, 2025**

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETATION	3
SECTION 1.01 DEFINITIONS.....	3
SECTION 1.02 INTERPRETATION.....	4
ARTICLE II. CONSTRUCTION CONTEMPLATED	5
SECTION 2.01 INTENT	5
SECTION 2.02 MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT	5
SECTION 2.03 PROJECT GENERALLY	5
SECTION 2.04 CONTRACT INPUT	5
ARTICLE III. COST SHARE COMPONENTS	6
SECTION 3.01 COST SHARE FOR 2025-2027 BIENNIUM BUDGET	6
SECTION 3.02 INITIAL COST RESPONSIBILITY	6
SECTION 3.03 GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST.....	6
SECTION 3.04 PAYMENT BY MEMBER ENTITIES.	6
SECTION 3.05 REFUNDING	7
SECTION 3.06 PROJECT RISKS.....	7
SECTION 3.07 ASSIGNMENT	7
ARTICLE IV. FINANCING AND INVOICING	7
SECTION 4.01 FINANCING ADMINISTRATION	7
SECTION 4.02 SEPARATE PROJECT FUND	7
SECTION 4.03 INVOICES AND PAYMENT.....	8
SECTION 4.04 DISPUTE	8
SECTION 4.05 2021-2023 BIENNIUM CREDIT AGREEMENT	8
ARTICLE V. TERMINATION AND STAY.....	8
SECTION 5.01 TERM	8
SECTION 5.02 TERMINATION BY MUTUAL AGREEMENT	9
ARTICLE VI. MISCELLANEOUS.....	9
SECTION 6.01 ENTIRE AGREEMENT	9
SECTION 6.02 NOTICE	9
SECTION 6.03 GOVERNING LAW	10
SECTION 6.04 SEVERABILITY.....	10
SECTION 6.05 MODIFICATIONS.....	10
SECTION 6.06 BINDING EFFECT.....	10
SECTION 6.07 REPRESENTATION	10
SECTION 6.08 HEADINGS.....	10
SECTION 6.09 REPRESENTATION OF AUTHORITY	10
SECTION 6.10 FORCE MAJEURE	11
SECTION 6.11 COUNTERPARTS; ELECTRONIC SIGNATURES	11
SIGNATURE PAGES	S-1 THROUGH S-9

EXHIBIT A – 2025-2027 BUDGET FEATURES

EXHIBIT B – LOCAL COST SHARE DISTRIBUTION

INTERIM FINANCING AGREEMENT, SERIES F

THIS INTERIM FINANCING AGREEMENT, SERIES F (the “Series F Agreement”), is entered this _____ day of _____, 2025 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF CARRINGTON, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Carrington”); CITY OF COOPERSTOWN, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Cooperstown”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); CITY OF HILLSBORO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Hillsboro”); CITY OF MAYVILLE, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Mayville”); CITY OF VALLEY CITY, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Valley City”), individually, a “Party,” and collectively, the “Parties.” The seven cities identified herein will be collectively referred to as the “Member Entities.”

RECITALS

1. The LAWA Board of Directors has approved and directed LAWA to proceed with a “Split Delivery” of the Project” whereby Garrison Diversion will deliver Project water via a pipeline from the Missouri River Basin to the Sheyenne River Outfall to fill and maintain Project water storage within the Lake Ashtabula reservoir.

2. Consistent with the Split Delivery method for the Project, Garrison Diversion and LAWA will enter into future agreements relating to construction, financing, operation and maintenance of the Project that shall provide for Garrison Diversion to deliver bulk water via a pipeline to LAWA at various locations including the Sheyenne River Outfall and shall provide, direct and Authorize LAWA to administer the storage of Project water, connections to the Garrison Diversion pipeline, and coordinate requests for releases for Project water stored behind Baldhill Dam (and within the Lake Ashtabula reservoir), and deliver Project water to LAWA Members. Pursuant to such agreements LAWA shall manage delivered Project water storage and distribution from the point of delivery from Garrison Diversion to LAWA, within and releases from Lake Ashtabula and to the Point of Diversion from LAWA to each and every one of its Members who have purchased bulk water from LAWA. The Parties intend that such agreements between Garrison Diversion and LAWA shall also include a bulk water supply agreement between Garrison Diversion and LAWA for delivery of Project Water from the McClusky Canal to various locations including the Sheyenne River Outfall and into Lake Ashtabula, which will include provisions for capital repayment, operations and maintenance, permitted connections to Garrison Diversions pipeline, and replacement of pipeline Project features, among other things. The bulk water supply agreement will address aspects of either Party’s role regarding filling, storage and releases of water from Lake Ashtabula. LAWA will develop water distribution contracts between LAWA and its members and will operate a Project water storage and distribution project from Lake Ashtabula and downstream to LAWA Members. Garrison Diversion may provide input into the LAWA-

LAWA Member agreements to confirm compatibility with overall Garrison Diversion's Project pipeline operations and maintenance protocols.

3. At all times, Garrison Diversion shall recognize the valid Thompson-Acker water rights held by five LAWA members. Garrison Diversion will not impair and/or modify any Thompson-Acker rights except and only to the extent that a written agreement is reached with the Thompson-Acker rights holders. The Thompson-Acker right holders will work with the U.S. Army Corps of Engineers and the ND Department of Water Resources with regard to the Thompson-Acker water rights held within Lake Ashtabula. To the extent those discussions impact storage or releases of Project water, Garrison Diversion and LAWA may be involved in those discussions. LAWA, with input from Garrison Diversion, intends to work cooperatively with the Thompson-Acker water rights holders to develop, to the extent that storage is available an acceptable plan for Project water storage which will also protect the Thompson-Acker water rights and acceptable to the Thompson-Acker water rights holders. To the extent there is technical work conducted by Thompson-Acker water right holders that is germane to overall Project development and operation, (as opposed to for Thompson Acker water right holders' purposes), the Parties intend to allow task orders by Thompson Acker water rights holders' consultants to be presented to the Garrison Diversion and LAWA boards for approval, in which case the costs would be covered by state cost share.

4. The Parties contemplate that LAWA will ultimately establish and operate a regional Project water storage and distribution enterprise.

5. The Project features for which funds are being obtained or provided, as described in and/or pursuant to this Series F Agreement, are part of the Garrison Diversion Work Plan (see Exhibit A).

6. Garrison Diversion, LAWA, Carrington, Cooperstown, Fargo, Grand Forks, Hillsboro, Mayville, and Valley City enter this Interim Financing Agreement - Series F for the purpose of providing interim funds for the construction of the Project.

7. Through this Series F Agreement, the Parties wish to continue with the construction contemplated in the 2025-2027 Biennium Budget identified in Exhibit A, despite not having the other final agreements in place.

8. For so long as they continue to be part of the Project, the Member Entities herein agree to pay for the Local Project Cost based upon their relative proportion of water supply nominations for the Project, as a percentage of the total water supply nominations by all Member Entities, signing this Agreement. These payments are made by the Member Entities on behalf of LAWA. The Member Entities' respective payment obligations for Local Project Costs are identified on Exhibit B.

9. The Bank of North Dakota ("BND") has agreed to loan terms that include a 40 year repayment term, two percent (2%) interest, deferred payments for the Member Entities for two years from the date of closing, followed by three years of interest-only payments. The repayment and terms of this Agreement may be amended upon execution of the one or more of the agreements described in the Recitals above (as the case may be and as may be appropriate and agreed upon by

the Parties and BND), in a future Interim Financing Agreement, or through other agreements between all Parties.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, Garrison Diversion, LAWA, and Member Entities agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Series F Agreement.

“CFS” shall mean cubic feet per second.

“**Cooperation Agreement**” means an agreement entered into between Garrison Diversion and LAWA dated May 8, 2020, which governs the general relationship as between Garrison Diversion LAWA.

“**Debt Obligation**” means any loan, note, bond, credit facility or other security instrument issued by a party to this Series F Agreement to provide either temporary or permanent financing of the Project.

“**Interim Financing Agreement Series A**” means the Interim Financing Agreement, Series A, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“**Interim Financing Agreement Series B**” means the Interim Financing Agreement, Series B, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“**Interim Financing Agreement Series C**” means the Interim Financing Agreement, Series C, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated August 5, 2021.

“**Interim Financing Agreement Series D**” means the Interim Financing Agreement, Series D, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 1, 2023.

“**Interim Financing Agreement Series D – Small Systems Amendment**” means the Interim Financing Agreement, Series D – Small Systems Amendment, by and between Garrison Diversion, LAWA, City of Carrington, City of Cooperstown, City of Fargo, City of Grand Forks, City of Hillsboro, City of Mayville, and City of Valley City, dated January 1, 2025.

“**Interim Financing Agreement Series E**” means the Interim Financing Agreement, Series E, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated _____, 2025.

“Interim Financing Agreement Series F” or “Series F Agreement” shall mean this Agreement.

“Prior Interim Financing Agreements” shall mean collectively the following agreements, (i) Interim Financing Agreement Series A (ii) Interim Financing Agreement Series B (iii) Interim Financing Agreement Series C (iv) Interim Financing Agreement Series D (v) Interim Financing Agreement Series D – Small Systems Amendment (vi) Interim Financing Agreement Series E.

“Point of Diversion” means the tract of land where Project water is withdrawn or diverted.

“Project” means the Red River Valley Water Supply Project.

Section 1.02 INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Series F Agreement. Any and all exhibits to this Series F Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Series F Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Series F Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This Series F Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Series F Agreement or some provision of it or because that Party relies on a provision of this Series F Agreement to protect itself. The Parties acknowledge and agree that this Series F Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Series F Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Series F Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Series F Agreement, this Series F Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

(c) If there is any conflict, ambiguity or inconsistency between the provisions of this Series F Agreement (including the recitals of this this Series F Agreement) and the Prior Interim Financing Agreements, the provisions of this Series F Agreement shall prevail and control.

(d) The Parties to this Series F Agreement agree and acknowledge that this Series F Agreement is a multiparty agreement and the terms and conditions of the Cooperation Agreement do not apply to any of the Member Entities nor does the Cooperation Agreement apply to this Series F Agreement as this Series F Agreement is a multiparty agreement involving multiple parties who are not parties to the Cooperation Agreement.

ARTICLE II. CONSTRUCTION CONTEMPLATED

Section 2.01 INTENT. Throughout this Series F Agreement, Garrison Diversion, subject to reimbursement from LAWA Member Entities, agrees to finance the local cost share to allow for the continued development of the 2025-2027 Biennium work plan items. The budget for the 2025-2027 Biennium work plan, with specific items to be financed through this Agreement, subject to approval under Section 2.04 of this Agreement is attached as Exhibit A. Garrison Diversion agrees and acknowledges that the LAWA, and each of the Member Entities (Carrington, Cooperstown, Fargo, Grand Forks, Hillsboro, Mayville and Valley City) have relied upon and will continue to rely upon recitals 1 through 9 of this Series F Agreement to enter into and in consideration for the performance of their respective reimbursement and payment obligations set forth in this Series F Agreement.

Section 2.02 MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT. As generally set forth in recitals 2 and 3 of this Agreement Garrison Diversion and LAWA will work in good faith to negotiate and enter into a Bulk Water Supply Agreement and LAWA and its Member Entities will work in Good Faith to negotiate and enter into the LAWA Member Entities Water Supply Agreements and other necessary agreements as between LAWA and its Member Entities. Regardless of which member entities participate in this Series F Agreement, LAWA will be the point of contact for the users and will represent all LAWA member entities in discussions and Garrison Diversion shall provide LAWA an opportunity to participate in meetings with state, federal or local agencies. A representative of LAWA will be invited to attend all such user meetings by Garrison Diversion.

Section 2.03 PROJECT GENERALLY. The Project pipeline features for which moneys are being obtained and/or provided pursuant to this Series F Agreement identified in Exhibit A, and subject to approval under Section 2.04 of this Agreement and are to be financed, designed, built, constructed, owned, maintained, and operated by Garrison Diversion, with input and approval from LAWA under Section 2.04 of this Agreement unless and until alternative arrangements are agreed to by Garrison and LAWA. Garrison Diversion, with written agreement from LAWA, may choose to use any legally authorized project delivery method to design, construct, own, maintain, and/or operate the construction features, as agreed under the terms of this, past and future agreements.

Section 2.04 CONTRACT INPUT. Garrison Diversion will present all draft contracts and all consultant task orders to LAWA for review, input, and approval from the LAWA Board of Directors on the terms of the agreements and financial considerations. Commencing upon the

effective date of this Agreement, Garrison Diversion shall provide to LAWA the following reports each and every month of this agreement; (i) a project schedule for the GD Project Portion showing activities, duration and sequencing for the planning, design and construction of each and every element of the GD Portion of the Project; (ii) a detailed cost breakdown of any and all GD Project Portion expenses for each month including, but not limited to contractor payments, consultant payments, attorneys fees and all other expenses in a form acceptable to LAWA's Representative.

ARTICLE III. COST SHARE COMPONENTS

Section 3.01 COST SHARE FOR 2025-2027 BIENNIUM BUDGET. The North Dakota Legislature provided a grant for the Project during the 2025-2027 Biennium that authorized a budget of \$205 million in State funding, subject to a seventy-five percent (75%) state cost share of eligible costs, with the remainder paid by local entities. Garrison Diversion will obtain LAWA's approval of task orders that will obligate local cost share payments under this Section. After obtaining LAWA's approval of such task orders and construction contracts, Garrison Diversion will diligently pursue the work contemplated thereunder. Garrison Diversion will manage the contracts and consultants for the approved task orders and construction contracts under this Series F Agreement. Garrison Diversion will initially pay all related costs, subject to seventy five percent (75%) reimbursement from the State. The Local Project Cost will consist of the local 25% cost share of reimbursable costs plus any non-reimbursable costs.

Section 3.02 INITIAL COST RESPONSIBILITY. This Series F Agreement solely addresses the Parties' responsibilities for their share of the costs associated with and limited to the specific categories identified in Exhibit A through the later of (1) June 30, 2027, if budgeted funds are expended by that date or (2) thereafter if the completion of the scope of work extends beyond that date and so long as there are budgeted funds available to complete the approved budget items

Section 3.03 GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST. As set forth herein, Garrison Diversion shall be responsible for initially financing the Local Project Costs. To pay for the Local Project Costs, Garrison Diversion will obtain a loan from the Bank of North Dakota. The legislatively authorized repayment terms of the Bank of North Dakota financing will include a forty (40) year loan repayment term, two percent (2%) interest rate, a 2-year deferral period upon closing of the loan, and 3 year repayment of interest only in years 3 through 5 after the closing of the loan, and a period of shaped principal and interest in years 6-40 of loan repayment. The Parties understand and agree that the Member Entities will pay their pro rata share of Garrison Diversion's cost of financing and debt service on the financing as part of their payment obligations to Garrison Diversion, details of which will be included in the BND loan package.

Section 3.04 PAYMENT BY MEMBER ENTITIES. The Member Entities will each reimburse Garrison Diversion for their proportion of Local Project Costs, subject to the maximums identified in Exhibit B, plus any debt service and financing costs. Each Member Entity agrees to reimburse and pay its pro rata percent of each loan payment from legally available revenues. Each Member Entity will reimburse and pay to Garrison Diversion its pro rata percent of each loan payment at least 10 business days in advance of Garrison Diversion's loan payment due date. All payments made by Member Entities will be deemed to be made on behalf of LAWA and will meet the Member Entity's individual contribution requirements for Local Project Costs on behalf of

LAWA. Member Entities do not have the authority to seek reimbursement from the other LAWA member entities for the funds they pay pursuant to this Series F Agreement, but the payments will be used to offset each Member Entity's contribution obligations when the funding responsibilities are trued-up amongst all Project participants under the future Garrison Diversion Water Supply Agreement and/or the LAWA and LAWA Members Water Supply Agreement, as the case may be. All Member Entities' and Garrison Diversion's advance payments on behalf of LAWA's members in this and past Interim Financing Agreements will be equitably reallocated to all participating LAWA member entities based upon their final nominations under the future Garrison Diversion Water Supply Agreement and/or the LAWA and LAWA Members Water Supply Agreement, as the case may be. The amount subject to reallocation will include Local Project Costs and prorated financing costs referenced in Section 3.03.

Section 3.05 REFUNDING. Member Entities agree that the funds they pay pursuant to this Series F Agreement are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the infrastructure described in Exhibit A. If no construction contract is issued or if the Project is delayed indefinitely, as determined by Garrison Diversion and LAWA, Garrison Diversion will return any remaining unused funds remitted to Member Entities in proportion to the amounts each paid.

Section 3.06 PROJECT RISKS. The Parties acknowledge and agree that there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project. This includes, by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA, and/or the Garrison Diversion; (iv) environmental risks; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approvals, Federal permits, or additional Federal environmental review; (vii) the Federal Government's decision regarding any permitting or approvals required for the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; (ix) climate change and variability; and (x) political interference at the local, state, federal, or tribal level. That said, any increase in the identified budgeted costs would require approval of the LAWA Board and Garrison Diversion.

Section 3.07 ASSIGNMENT. This Series F Agreement (and any interest herein or hereunder) may not be assigned, transferred, pledged, hypothecated, or encumbered without the prior written consent of the other Parties.

ARTICLE IV. FINANCING AND INVOICING

Section 4.01 FINANCING ADMINISTRATION. Garrison Diversion will lead planning, design, construction, operation and maintenance of the pipeline items that are subject to this Series F Agreement and approved pursuant to Section 2.04 of this Agreement. Garrison Diversion will advance funds for the initial work, subject to reimbursement from the State and LAWA through Member Entities. Member Entities will use whatever sources of funds are available to them to make payments, with no expectation that they will issue Debt Obligations.

Section 4.02 SEPARATE PROJECT FUND. Garrison Diversion has a Project Fund for the financial administration of the items that are subject to this Series F Agreement and approved pursuant to Section 2.04 of this Agreement. The Project Fund is a separate fund used by Garrison

Diversion only to pay costs and expenses that, under accepted accounting practices, constitute costs necessarily incurred to construct the items that are subject to this Series F Agreement and approved pursuant to Section 2.04 of this Agreement, including but not limited to land, easements, buildings, structures, administration costs, office space, vehicle costs, and all other costs related to Project implementation, along with machinery and equipment, and the cost of all architectural, engineering, legal and other professional services, printing and publication, and other costs reasonable, necessary, and incidental thereto, including issuance costs as it relates to the work contemplated under this Series F Agreement.

Section 4.03 INVOICES AND PAYMENT. If any contractor invoices are due prior to the Bank of North Dakota loans being funded, Garrison Diversion will pay the contractor invoice and remit the same to Member Entities for payment of their respective share of each invoice. The amount included in invoices will not exceed the respective maximum amounts included on Exhibit B. Subject to any dispute by Member Entities, each will remit payment on an invoice for any undisputed balance within thirty (30) calendar days after receiving an invoice.

Section 4.04 DISPUTE. If a Member Entity and/or LAWA disputes any portion of a Garrison Diversion invoice, any undisputed portion of the invoice must be paid within thirty (30) days of the receipt of invoice. For any portion of an invoice in dispute, the disputing party must provide an explanation in writing regarding the specific basis of the dispute. Garrison Diversion will review the explanation and provide a written response within thirty (30) days of the receipt of the disputing party's explanation. If the Parties' staff members are unable to help the Parties reach consensus, representatives of each Party will meet and negotiate, in good faith, to resolve the dispute, including to participate in mediation. If the dispute is not resolved through this good faith negotiation and/or mediation, then the disputing Member Entity(ies) and/or LAWA or Garrison Diversion may seek review and determination by court of competent jurisdiction to resolve the dispute.

Section 4.05 2021-2023 BIENNIUM CREDIT AGREEMENT. The Parties agree that the financing arrangements set forth in the 2021-2023 Biennium Credit Agreement shall remain in full force and effect. The Parties intend that the 2021-2023 Biennium Credit Agreement and the financing arrangements set forth in this Series F Agreement shall remain in effect until the Parties enter into the Garrison Diversion Water Supply Agreement and/or the LAWA and LAWA Members Water Supply Agreement or as otherwise agreed to in a future interim financing agreement. Provided, the 2021-2023 Biennium Credit Agreement shall remain in full force and effect until terminated in accordance with Section 2.07 of the 2021-2023 Biennium Credit Agreement. The parties agree that Bank of North Dakota's rights as a third-party beneficiary, as set forth in Section 3.01 of the 2021-2023 Biennium Credit Agreement, shall remain in full force and effect.

ARTICLE V. TERMINATION AND STAY

Section 5.01 TERM. This Series F Agreement will be valid through June 30, 2027, or until the funds authorized and approved hereunder are spent on the identified construction expenses, whichever occurs later, provided that any and all outstanding payments due and owing by Member Entities at the time of termination of this Series F Agreement, which have not been reallocated pursuant to further agreements and any associated long-term financing documents, will

not be terminated but are subject to the payment terms of this Series F Agreement and upon such payment the Member Entities' responsibilities to make payments hereunder will terminate.

Section 5.02 TERMINATION BY MUTUAL AGREEMENT. The Parties may mutually agree, in writing, to terminate this Series F Agreement. Any and all payments due and owing by Member Entities at the time of termination of this Series F must be fully paid before the Member Entities' responsibility to make payments hereunder will terminate.

ARTICLE VI. MISCELLANEOUS

Section 6.01 ENTIRE AGREEMENT. This Series F Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Series F Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter of this Interim Financing Agreement Series F.

Section 6.02 NOTICE. All notices under this Series F Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to Garrison Diversion: General Manager
Garrison Diversion Conservancy District Headquarters
PO Box 140
Carrington, ND 58421

If to LAWA: LAWA Board Chair and Brent Bogar
Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421

If to Carrington: Attn: City Auditor
103 10th Ave N
PO Box 501
Carrington, ND 58421

If to Cooperstown: Attn: City Auditor
611 9th St NE
PO Box 712
Cooperstown, ND 58425

If to Fargo: City Administrator
Fargo City Hall
225 4th St. N
Fargo, ND 58102

If to Grand Forks: City Administrator
Grand Forks City Hall
255 N 4th St.
Grand Forks, ND 58203

If to Hillsboro: Attn: City Auditor
9 South Main Street
P.O. Box 400
Hillsboro, ND 58045

If to Mayville: Attn: City Auditor
21 1st St NE
Mayville, ND 58257

If to Valley City: Attn: City Auditor
254 2nd Avenue NE
Valley City, ND 58072

Section 6.03 GOVERNING LAW. This Series F Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Series F Agreement shall be venued in Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.

Section 6.04 SEVERABILITY. Each provision, section, sentence, clause, phrase, and word of this Series F Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Series F Agreement.

Section 6.05 MODIFICATIONS. Any modifications or amendments to this Series F Agreement must be in writing and signed by all Parties to this Series F Agreement.

Section 6.06 BINDING EFFECT. This Series F Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by any third party.

Section 6.07 REPRESENTATION. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Series F Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

Section 6.08 HEADINGS. Headings in this Series F Agreement are for convenience only and will not be used to interpret or construe its provisions.

Section 6.09 REPRESENTATION OF AUTHORITY. Each Party signing this Series F Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Series F Agreement and that the Series F Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Section 6.10 FORCE MAJEURE. A Party shall not be held responsible for any delay or failure in performance of any part of this Series F Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected Party will notify the other Parties in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) days from the date the other Parties receive notice under this section, the non-affected Parties will have the right, without any liability to the other Parties, to terminate this Series F Agreement. Ongoing litigation and any construction injunction do not qualify as force majeure events.

Section 6.11 COUNTERPARTS; ELECTRONIC SIGNATURES. This Series F Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by docu-sign, by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, Garrison Diversion, LAWA, and Member Entities caused this Series F Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Garrison Diversion Conservancy District

The governing body of the Garrison Diversion Conservancy District approved this Series F Agreement on the _____ day of _____, 2025.

GARRISON DIVERSION
CONSERVANCY DISTRICT, a
governmental agency, body politic and
corporate

By: _____
Jay Anderson, Chair

ATTEST:

Secretary

Signature Page for the Lake Agassiz Water Authority

The governing body of the Lake Agassiz Water Authority approved this Series F Agreement on the _____ day of _____, 2025.

LAKE AGASSIZ WATER AUTHORITY, a
governmental agency, body politic and
corporate

By: _____
Dr. Timothy Mahoney, Chair

ATTEST:

Secretary

Signature Page for Carrington

The governing body of the City of Carrington approved this Series F Agreement on the ____ day of ____, 2025.

City of Carrington, a governmental agency,
body politic and corporate.

By: _____

ATTEST:

Secretary

Signature Page for Cooperstown

The governing body of the City of Cooperstown approved this Series F on the ____ day of _____, 2025.

City of Cooperstown, a governmental
agency, body politic and corporate.

By: _____

ATTEST:

Secretary

Signature Page for the City of Fargo

The governing body of the City of Fargo approved this Series F Agreement on the _____ day
of _____, 2025.

City of Fargo, a governmental agency, body
politic and corporate

By: _____
Dr. Timothy Mahoney, Mayor

ATTEST:

Secretary

Signature Page for the City of Grand Forks

The governing body of the City of Grand Forks approved this Series F Agreement on the _____ day of _____, 2025.

City of Grand Forks, a governmental
agency, body politic and corporate

By: _____
Brandon Bochenski, Mayor

ATTEST:

Secretary

Signature Page for Hillsboro

The governing body of the City of Hillsboro approved this Series F Agreement on the ____ day of ____, 2025.

City of Hillsboro, a governmental agency,
body politic and corporate.

By: _____

ATTEST:

Secretary

Signature Page for Mayville

The governing body of the City of Mayville approved this Series F Agreement on the ____ day of ____, 2025.

City of Mayville, a governmental agency,
body politic and corporate.

By: _____

ATTEST:

Secretary

Signature Page for Valley City

The governing body of the City of Valley City approved this Series F Agreement on the ____ day of ____, 2025.

City of Valley City, a governmental agency,
body politic and corporate.




By: _____

ATTEST:

Secretary

EXHIBIT A

2025-2027 Biennium Budget Features

													
2025 to 2027 Biennium Work Plan													
(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)													
June 5, 2025													
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP.	--	GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
	Property, Easements, and Crop Damage Payments⁴ Scope: Crop damage payments to landowners and easement costs. Need: Treat landowners right and live up to commitments.	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg				\$ 1.82	\$ 1.37	\$ 0.46			
3.	Red River Valley Transmission Pipeline Contract 6B Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 5.70 \$ 64.26	\$ 4.28 \$ 48.20	\$ 1.43 \$ 16.07
	Red River Valley Transmission Pipeline Contract 6C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 5.70 \$ 73.78	\$ 4.28 \$ 55.34	\$ 1.43 \$ 18.45
5.	Red River Valley Transmission Pipeline Contract 7A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6.5± mi of 72" pl, including three 96" tunnels. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	Oct-25 Dec-25	Prof Svcs Const, 2028 Fin							\$ 5.70 \$ 59.82	\$ 4.28 \$ 44.87	\$ 1.43 \$ 14.96
	McClusky Facilities Final Design Services & Bidding Assist Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station. Need: Complete design so bids can be obtained for constructing the facilities.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Oct-25	Prof Svcs	\$ 15.00	\$ 11.25	\$ 3.75						
7.	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3 Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn. Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	Jan-26 Jan-27 Jan-27	Prof Svcs Prof Svcs Const				\$ 0.40	\$ 0.30	\$ 0.10			
											\$ 0.40	\$ 0.30	\$ 0.10
												\$ 4.00	\$ 3.00



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

June 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	McClusky Facilities Wetwell Excavation & Site Dev Ct 1 Scope: Construction and construction phase services for initial project at greenfield site. Need: Prepare site and ready it for future construction of the biota water treatment plant.	Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.	Apr-26	Prof Svcs							\$ 1.20	\$ 0.90	\$ 0.30
				Const							\$ 12.00	\$ 9.00	\$ 3.00
9.	McClusky Facilities Intake, Tunnel, & Shaft Liner Ct 2 Scope: Final design services and bidding assistance for second construction project at the facilities site. Need: Complete specialty work ahead of the main biota water treatment plant construction.	Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Ct 1.	Jan-26	Prof Svcs	\$ 2.00	\$ 1.50	\$ 0.50						
				Const									
10.	McClusky Facilities Utility Extensions Design Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites. Need: There is no 3-phase power available at the site so one needs to be developed to supply power needs of new facility.	Electrical system design to support a new power supply to the biota water treatment plant and associated ps along with the new ground storage reservoirs site.	Jan-26	Prof Svcs	\$ 1.50	\$ 1.13	\$ 0.38						
11.	PMIS Annual Licenses & Continued Maint/Upgrades Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for significant amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of GCs/subs and workflow/report additions and mods.	Jul-25	Prof Svcs				\$ 0.50	\$ 0.38	\$ 0.13			
12.	Program Management Support Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Oct-25	Prof Svcs				\$ 0.75	\$ 0.56	\$ 0.19			
13.	Project Participation Agreement Support Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and at what cost water will be delivered to their communities.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update CapEx estimates to reflect market.	Oct-25	Prof Svcs				\$ 2.00	\$ 1.50	\$ 0.50			
14.	Operational Planning Phase 4 Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Oct-25	Prof Svcs				\$ 1.50	\$ 1.13	\$ 0.38			



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

June 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	Financial Planning Support Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Oct-25	Prof Svcs				\$ 0.60	\$ 0.45	\$ 0.15			
16.	Contingency Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCD	\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.43	\$ 0.32	\$ 0.11	\$ 12.34	\$ 9.26	\$ 3.09
TOTAL PROGRAM BUDGET					\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.00	\$ 6.75	\$ 2.25	\$ 244.90	\$ 183.68	\$ 61.23

Notes:

1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damages, and field obstructions. Estimates include pipeline easements required for the Washburn transmission main and remaining easements on pipeline Contracts 1 through 4 in Sheridan and Wells Counties.

EXHIBIT B

Local Project Cost Distribution

Legislatively Approved State Grant: \$205,000,000 million

Local Cost Share Required: \$68,333,333.33 million

Local Cost Responsibility:

Series F - Loan Principal Allocation Summary		
Exhibit B		
7/16/2025		
Participants	Systems Allocation Percentage	Series F - Total Principal
Carrington / Carrington JDA	0.8050%	\$ 550,049.22
Cooperstown	0.5183%	354,180.45
Hillsboro	1.1948%	816,473.55
Mayville	1.1948%	816,473.55
Valley City	5.4507%	3,724,656.50
Grand Forks / East Grand Forks	16.1325%	11,023,898.38
Fargo / West Fargo / Cass Rural	74.7038%	51,047,601.67
Total	100.0000%	\$68,333,333.33