City Commission Meeting
Valley City, North Dakota

Meeting Date: November 3, 2026, 5:00 p.m. **Meeting Location:** 220 3rd St. NE – City Hall Chambers

The meeting is also available to view online https://us06web.zoom.us/j/89726790058 or listen by calling (1 346 248 7799) Webinar ID: 897 2679 0058

Board of City Commissioners

Michael Bishop, President
Dick Gulmon, Commissioner
Duane Magnuson, Commissioner
David Kline, Commissioner
Jeffrey Erickson, Commissioner

Department Supervisors

Gwen Crawford, City Administrator
Carl Martineck, City Attorney
Brenda Klein, Finance Director
Brandy Johnson, Deputy Auditor
Tina Drabus, City Assessor
Scott Magnuson, Fire Chief
Nick Horner, Police Chief
KLJ/Moore, City Engineers

Agenda

Call to Order

Roll Call

Pledge of Allegiance (Please Stand)

Approval of Agenda (Roll Call Vote Needed Only When Changes Are Made to Agenda)

Roll Call: Gulmon Kline Erickson Magnuson Bishop

Approval of Consent Agenda

A. **Approve Minutes from the October 20, 2026 Commission and Finance Meeting.**
B. **Approve Contractors License**
    a. J-Tech
    b. Groundworks
    c. Dahl's Industrial Tool Co.
    d. Wells Concrete Products Co.
C. **Approve Local Permit**
    a. Sheyenne Valley Friends of Animals
D. **Approve Gaming Site Authorization**
    a. ND Wintershow

Roll Call: Erickson Magnuson Gulmon Kline Bishop

Public Comment

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 tplecity@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.

New Business

NB1. Approve Purchase of 622 Valley Ave SE. (*City Administrator Crawford)*

Roll Call: Kline Gulmon Magnuson Erickson Bishop

NB2. Approve Agreement for CiviSocial System Implementation Services. *(City Administrator Crawford)*

Roll Call: Magnuson Erickson Kline Gulmon Bishop

NB3. Approve Amendment to Section 2.2 of the Employee Policy and Procedure Manual Related to Health Insurance Benefits. *(City Administrator Crawford)*

Roll Call: Gulmon Kline Erickson Magnuson Bishop

City Administrator's Report

City Updates & Commission Reports

Adjourn

CITY COMMISSION FINANCE MEETING
VALLEY CITY, NORTH DAKOTA
Tuesday, October 20, 2026

Called to Order
President Bishop called the meeting to order at 2:30 pm.

Roll Call
Members Present: President Bishop, Commissioner Gulmon, Commissioner Magnuson, Commissioner Kline, Commissioner Erickson, City Administrator Crawford, City Attorney Martineck, Finance Director Klein

Agenda Items

Review Monthly Expenditures Reports.
Finance Director Klein reviewed monthly expenditures.

Quarterly Engineer Report.
Finance Director Klein reviewed the quarterly engineer report.

Update from Dave Carlsrud on Lake Agassiz Water Authority (LAWA).
LAWA Board Member Dave Carlsrud gave a brief history on Lake Agassiz Water Authority and where they are at today.

Commercial revaluation with Vanguard Appraisals.
Reed Kinne discussed the options for a commercial property revaluation, noting that current assessments show valuation inequities and that a full revaluation would improve assessment accuracy and fairness. He also noted that commercial revaluations are commonly conducted on a 10-year cycle. Reed reviewed cost and timeline for scheduling if interested.

Discuss purchasing 622 Valley Ave SE.
City Administrator Crawford reviewed options regarding the property at 622 Valley Avenue SE, noting that access issues stem from a platted but undedicated road. and reported that constructing a new road would be cost prohibitive for a single residence, the property owner is willing to sell the property to the City for $25,000. Crawford stated that the situation is unique and would not likely establish a precedent for future property acquisitions.

Discuss sidewalk from new Service Center to 12th Ave SE.
City Administrator Crawford presented sidewalk cost estimates related to the new city building, noting that the required sidewalk adjacent to the facility is estimated at approximately $31,050 and is planned for construction next year. The Commission also discussed extending sidewalk connectivity from the existing sidewalk network to the new facility, reviewing potential assessment and funding options, and wanted to continue researching costs and implementation requirements.

Review Valley City Infrastructure Plan.
Finance Director Klein provided an update on the Municipal Infrastructure Fund and Prairie Dog funds, reporting that all 2026 funding has been received and reviewing eligible uses for the funds. Staff discussed the City's long-term infrastructure plan, including potential 2027 street rehabilitation and mill-and-overlay projects, and reviewed priorities for future road, utility, and sidewalk improvements.

Discuss dangerous building inspection at 636 Valley Ave.
City Administrator Crawford reported that the property was reviewed and found no conditions that would classify it as a dangerous building, so no further action is recommended at this time.

Discuss Paving Waterfront Meadows.
City Administrator Crawford discussed options related to a proposed road improvement project, including potential cost-sharing arrangements and the possibility of incorporating adjacent property into the city limits. Staff also reported interest from nearby property owners in extending paving improvements to additional sections of roadway and reviewed the status of subdivision plans in the area.

Discuss Commission Leadership Code.
President Bishop discussed reviewing the leadership code book to commissioners and get him changes or suggestions.

Department Reports

Sanitation Department: Sanitation Supervisor Swart reminded residents that the Transfer Station's final Saturday of the season will be October 31, after which winter hours will be in effect until reopening in May. and noted that grass sites remain open year-round, reviewed disposal guidelines for leaves and branches.
Electric Department: Electric Superintendent Senf reviewed outages for the month and reported on progress of projects.
Fire Department/Blighted & Dangerous Buildings: Fire Chief Magnuson presented the monthly Fire Department report and reported that a recent live-burn training exercise was successful, providing valuable hands-on experience for firefighters. He noted that the department currently has four open positions, with two additional vacancies anticipated, and discussed the ongoing need for volunteer firefighter recruitment.
Police Department: Police Chief Horner reported the September activity report, highlighted officer participation in community events and VCSU activities, reviewed ongoing training efforts, and reported that the department is exploring options to reduce future costs through a potential long-term Axon contract renewal.
Street Department: Public Works Superintendent Klemisch reported completion of the fall hydrant flushing program, seasonal asphalt patching, and fall tree maintenance activities. He also reviewed recent sanitary sewer smoke testing, which identified only minor issues and no significant sources of inflow and infiltration. Staff plans to expand testing to additional areas next year and encouraged residents to consider backflow prevention measures to help protect properties during heavy rainfall events.

Adjourn
Meeting adjourned at 4:57 pm

City Commission Meeting
Valley City, North Dakota
October 20, 2026

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

Members present: President Bishop, Commissioner Gulmon, Commissioner Magnuson, Commissioner Kline, Commissioner Erickson, City Administrator Crawford, City Attorney Martineck, Finance Director Klein

Pledge of Allegiance

Approval of Agenda

Add Resolution 2545 Approving Conditional Use Permit for Temporary Food Vendor.

Motion to approve by Commissioner Gulmon, seconded by Commissioner Erickson.
Roll Call: Gulmon-Yes; Kline-Yes; Erickson-Yes; Bishop-Yes Motion Passed

Approval of Consent Agenda

A. Approve Minutes from the 10.06.2026 Commission Meeting and 10.08.2026 Special Commission Meeting.

B. Approve Monthly Reports from the Fire Chief, Electrical Superintendent, Building Inspector Finance Director and Municipal Judge.

Motion to approve by Commissioner Erickson, seconded by Commissioner Gulmon.
Roll Call: Erickson-Yes; Kline-Yes; Gulmon-Yes; Bishop-Yes. Motion Passed

Resolution

Approve Resolution 2543 Approving and Declaring Certain City-Owned Properties as Native Grass, Wildflower, And Natural-Growth Areas.

Resolution addresses formally designating the previously discussed city-owned properties as native areas, eliminating dangerous conditions for routine mowing requirements while continuing noxious weed control when feasible. All affected properties are listed in the resolution.
Motion to approve by Commissioner Gulmon, seconded by Commissioner Erickson.
Roll Call: Gulmon-Yes; Erickson-Yes; Kline-Yes; Magnuson-Yes; Bishop-Yes. Motion Passed

Approve Resolution 2545 Approving Conditional Use Permit for Temporary Food Vendor.

Conditional Use Permit approved for a mobile food truck on the vacant lot west of Dollar General, subject to five conditions including development of an acceptable parking plan to address traffic and parking concerns. The permit will not be issued until conditions one, two and three are met.
Motion to approve by Commissioner Gulmon, seconded by Commissioner Erickson.
Roll Call: Kline-Yes; Gulmon-Yes; Magnuson-Yes; Erickson-Yes; Bishop-Yes Motion Passed

New Business

Approve Monthly Bills for The City and Public Works in The Amount Of $4,185,612.

Motion to approve by Commissioner Gulmon, seconded by Commissioner Kline.
Roll Call: Magnuson-Yes; Gulmon-Yes; Kline-Yes; Erickson-Yes; Bishop-Yes Motion Passed

Presentation and Approve 2025 Audit Report Prepared by Brady Martz.

Matt Laughlin with Brady Martz presented the 2025 audit report.
Motion to approve by Commissioner Gulmon, seconded by Commissioner Magnuson.
Roll Call: Kline-Yes; Gulmon-Yes; Magnuson-Yes; Erickson-Yes; Bishop-Yes. Motion Passed

Approve Change Order No. 1 For the New Water Tower Project Contract #1 In the Amount Of $1,949 Related to Costs for Testing Provided By AET.

City Engineer Eslinger submitted change order to increase the testing budget by $1,949, reflecting the selected testing company's cost above the $15,000 amount included in the project bid estimate.
Motion to approve by Commissioner Gulmon, seconded by Commissioner Kline.
Roll Call: Erickson-Yes; Magnuson-Yes; Kline-Yes; Gulmon-Yes; Bishop-Yes. Motion Passed

Approve Change Order No. 1 For the New Water Tower Project Contract #3 In the Amount Of $2,407.99 For Installation of Conduits.

City Engineer Eslinger reported that a change order was needed to add electrical conduits in the water tower foundation for communication and electrical lines. The additional work was not included in the original contract but was determined to be necessary for the project.
Motion to approve by Commissioner Gulmon, seconded by Commissioner Erickson.
Roll Call: Gulmon-Yes; Erickson-Yes; Kline-Yes; Magnuson-Yes; Bishop-Yes. Motion Passed

City Administrator's Report
City Administrator Crawford gave update on new service center noting things are wrapping up but the crew is not moving in quite yet as the crew is taking advantage of the nice weather and finishing up as many projects outside as possible.

City Updates & Commission Reports
City Engineer Eslinger provided an update on the water tower project, noting that welding work will continue for several more weeks before tower components are erected. He also reported that the waterline and PRV project is progressing well, but an additional water service interruption is anticipated in the coming weeks to allow for installation of a PRV valve and related infrastructure.

City Engineer Peterson provided an update on the Viking Drive Bridge and paving projects, noting that current work is wrapping up and additional projects are expected to begin within the next few weeks.

Commissioner Erickson reminded residents that the Transfer Station will be open for its final Saturday of the season on October 31 and will then resume winter hours through May.

Adjourn
Meeting Adjourned at 5:39 pm

City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or Mechanical Contractor License(s)

FOR PERIOD: June 1, 2026 – May 31, 2027

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: J-Tech Mechanical, LLC

Owner: Jason & Ryan Jundt

Mailing Address: 9780 Industrial Drive

City, State Zip Code: Horace, ND 58047

Phone Number: 701-997-2901

Email Address: rjundt@jtechmech.com

Today's Date: 10-15-2026

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

_____Contractor _____Electrician _____ Plumber __X____ Mechanical

State License Numbers *(provide all that apply)*:

_____ Electrician ____1842_____ Plumber _43762-A_____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: __X__ $100 if **initial application**, make checks payable to City of Valley City
__✱__ $50 if **renewal application** Pd 10.20.2026 cc

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

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

J-TECH0-01 RWATKINS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2026

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 Choice Insurance, a Vizance Company 4501 23rd Ave S Fargo, ND 58104	CONTACT NAME: Rhonda Watkins PHONE (A/C, No, Ext): (701) 356-8174 FAX (A/C, No): E-MAIL ADDRESS: r.watkins@insurewithchoice.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Secura Insurance — 22543
INSURED J-Tech Mechanical, LLC 9780 Industrial Drive Horace, ND 58047	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			CP3435333	4/20/2026	4/20/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ND STOP GAP	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			A3435335	4/20/2026	4/20/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CU3435336	4/20/2026	4/20/2027	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A 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	$ $ $

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

CERTIFICATE HOLDER

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

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

Ca P. Kee

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State of North Dakota
SECRETARY OF STATE

CONTRACTOR LICENSE

NO: 000043762
CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **J-Tech Mechanical LLC** whose address is in HORACE, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

J-Tech Mechanical LLC 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 20, 2026

Michael Howe
Secretary of State

City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or Mechanical Contractor License(s)

FOR PERIOD: June 1, 2026 – May 31, 2027

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: Groundworks Minnesota, LLC

Owner: Derick Hukriede

Mailing Address: 1330 41st N

City, State Zip Code: Fargo, ND 58102

Phone Number: 701-540-9803

Email Address: brittany.wetch@groundworks.com

Today's Date: 10/20/2026

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

__X__ Contractor _____ Electrician _____ Plumber _____ Mechanical

State License Numbers *(provide all that apply)*:

_____ Electrician _____ Plumber _____X_____ 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

__N/A__ **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
__X__ $50 if **renewal application** Pd 10.22.2026 cc

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

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

State of North Dakota
SECRETARY OF STATE

CONTRACTOR LICENSE

NO: 000042457
CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Groundworks Minnesota, LLC** whose address is in VIRGINIA BEACH, VA, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Groundworks Minnesota, LLC 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 29, 2026

Michael Howe
Secretary of State

The North Dakota Secretary of State verifies that:

Groundworks Minnesota, LLC

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2027 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000042457

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2026

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
Marsh & McLennan Agency LLC
3625 N. Elm Street
Suite 200
Greensboro NC 27455

CONTACT NAME: Conrad Ifejuka
PHONE (A/C, No, Ext): 336-346-1399 **FAX (A/C, No):** 212-607-6599
E-MAIL ADDRESS: Conrad.Ifejuka@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Axis Surplus Insurance Company	26620
INSURER B : Old Republic Insurance Company	24147
INSURER C : Safety National Casualty Corporation	15105
INSURER D : Travelers Property Casualty Co of Amer	25674
INSURER E : Axis Surplus Insurance Company	26620
INSURER F :	

INSURED JESOPERA
Groundworks Minnesota, LLC
1330 41st St. N.
Fargo ND 58102

COVERAGES **CERTIFICATE NUMBER:** 1444829049 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y		MWZY31889825	12/1/2025	12/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			CA6676839	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 4,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			P00100142546402	12/1/2025	12/1/2026	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		LDC4069047	12/1/2025	12/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Leased/Rented Equipment			QT6306Y436046TIL25	12/1/2025	12/1/2026	Limit	50,000
E	Pollution Liability			CP004517062026	4/29/2026	12/1/2027	Occ/Agg	4M/8M
							Deductible	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Installation Floater
Travelers Property & Casualty
$100,000 Per Job Site
$100,000 Storage
$100,000 Transit
$200,000 All Covered Locations Combined
QT6306Y436046TIL25 12/01/25 - 12/01/26

See Attached...

CERTIFICATE HOLDER

City of Valley City
220 3rd St. NE
Valley City ND 58072

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

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City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or Mechanical Contractor License(s)

FOR PERIOD: June 1, 2026 – May 31, 2027

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: Dahl's Industrial Tool Co.

Owner: Chris Ramsett

Mailing Address: 790 2nd Ave NW

City, State Zip Code: West Fargo, ND, 58078

Phone Number: 701-282-4809

Email Address: dahlsindustrialtool@gmail.com

Today's Date: 10/20/2026

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

__X__ Contractor _____ Electrician _____ Plumber _____ Mechanical

State License Numbers *(provide all that apply)*:

_____ Electrician _____ Plumber 22715 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:
__X__ $100 if **initial application**, make checks payable to City of Valley City
_____ $50 if **renewal application** pd 10.27.2026

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

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

Revised 03.10.2026

State of North Dakota
SECRETARY OF STATE

CONTRACTOR LICENSE

NO: 22715
CLASS: C

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **DAHL'S INDUSTRIAL TOOL CO.** whose address is in WEST FARGO, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

DAHL'S INDUSTRIAL TOOL CO. 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: April 10, 2026

Michael Howe
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2026

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 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	CONTACT NAME: Aaron Hovland
Absolute Insurance Agency, LLC 1241 Prairie Pkwy, Suite 120 West Fargo ND 58078	PHONE (A/C, No, Ext): (701)365-0515 FAX (A/C, No): (701)365-0513 E-MAIL ADDRESS: aaron@absoluteinsure.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Acuity, A Mutual Insurance Co. — 14184
INSURED	INSURER B:
Dahl's Industrial Tool Company C/O Chris Ramsett PO Box 723 West Fargo ND 58078	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2026 Renewal Certificate **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			X67691	4/17/2026	4/17/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			X67691	4/17/2026	4/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			X67691	4/17/2026	4/17/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			X67691	4/17/2026	4/17/2027	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

tplecity@valleycity.us

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

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

Aaron Hovland/KH

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City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or Mechanical Contractor License(s)

FOR PERIOD: June 1, 2026 – May 31, 2027

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: Wells Concrete Products Co.

Owner: KPS Capital Partners

Mailing Address: PO Box 656

City, State Zip Code: Albany, MN 56307

Phone Number: 320-845-2229

Email Address: susan.norgard@wells.build

Today's Date: 8.12.2026

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

__X__ Contractor _____ Electrician _____ Plumber _____ Mechanical

State License Numbers *(provide all that apply)*:

_____ Electrician _____ Plumber 000044481 A 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** PD 10.22.2025

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

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

State of North Dakota
SECRETARY OF STATE

CONTRACTOR LICENSE

NO: 000044481
CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **WELLS CONCRETE PRODUCTS CO.** whose address is in ALBANY, MN, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

WELLS CONCRETE PRODUCTS CO. 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: February 19, 2026

Michael Howe
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2026

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
AssuredPartners Great Plains, LLC
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

License#: 1001000272
WELLCOMP-0

CONTACT NAME: Lindsay Gentry
PHONE (A/C, No, Ext): 515-237-0150
FAX (A/C, No): 515-237-0150
E-MAIL ADDRESS: lindsay.gentry@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Wells Companies Inc
210 Inspiration Lane
Albany, MN 56307

COVERAGES **CERTIFICATE NUMBER:** 1950792954 **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	X COMMERCIAL GENERAL LIABILITY			ZAGLB1045901	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZACAT9333001	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			ZAWCI1054001	1/1/2026	1/1/2027	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 2,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Work Comp includes Stop Gap coverage for ND, OH, WA and WY. MN is self-insured.

When required by written contract/agreement the following blanket forms apply:
Certificate holder is an Additional Insured - Owners, Lessees or Contractors - Completed Operations - Primary and non-contributory with respects to the General Liability policy per form 00GL103000 (01/25)

Certificate holder is an Additional Insured - Owners, Lessees or Contractors - Ongoing Operations with respects to the General Liability policy per form CG2010 (12/19)
See Attached...

CERTIFICATE HOLDER

City of Valley City
220 3rd St. NE
Valley City ND 58072

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

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AGENCY CUSTOMER ID: WELLCOMP-0

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
AssuredPartners Great Plains, LLC	The Wells Companies Inc 210 Inspiration Lane Albany, MN 56307
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an Additional Insured - Owners, Lessees or Contractors - Products-Completed Operations with respects to the General Liability policy per form CG2037 (12/19)

Certificate holder is an Additional Insured - Manager or Lessor of Premises with respects to the General Liability policy per form CG2011 (12/19)

Certificate holder is an Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured - On Going Operations when required in a written contract with respects to the General Liability policy per form CG2032 (12/19)

Certificate holder is An Additional Insured - Engineers, Architects or Surveyors with respects to the General Liability policy per form CG2007 (12/19)

General Liability policy is Primary and Noncontributory when required or agreed to in a written contract per form 00GL103000 (01/25)

Waiver of subrogation applies to the General Liability Policy per form CG2404 (12/19)

General Liability Aggregate applies separately to each project per form CG2503 (05/09)

Certificate holder is an Additional Insured when required in a written contract with respects to the Auto Liability policy per form 00CA011500 (10/13)

Auto Liability policy is primary and non-contributory when required in a written contract or agreement per form CA0449 (11/16)

Certificate holder is a Lessor - Additional Insured and Loss Payee with respects to the Auto policy per form CA2001 (11/20)

Waiver of subrogation applies to the Auto Liability policy per form CA0444 (10/13)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Cancellation Notice - 30 days with respects to the General Liability, Auto, and Workers Compensation policies per form 00ML008700 (11/10)

Project: Valley City Contractor License
Plant Location: 210 Inspiration Lane, Albany, MN 56307

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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Pd 10.20.2026 ck #10

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

Applying for *(check one)*

[X] Local Permit [ ] Restricted Event Permit*

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

[ ] Bingo [X] 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		Dates of Activity *(Does not include dates for the sales of tickets)*	
Sheyenne Valley Friends of Animals		Friday, Dec 11th	
Organization or Group Contact Person	**E-mail**	**Telephone Number**	
Jenni Richman	jenni.svfa@gmail.com	701-840-8332	
Business Address	**City**	**State**	**ZIP Code**
P.O. Box 432	Valley City	ND	58072
Mailing Address (if different)	**City**	**State**	**ZIP Code**

SITE INFO

Site Name		County	
Handy Hardware		Barnes	
Site Physical Address	**City**	**State**	**ZIP Code**
727 15th Ave SW	Valley City	ND	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.)*

Friday, Dec. 11th

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	1st - 250.00	250.00
400 tickets	2nd - 150.00	150.00
sold	3rd - 100.00	100.00
	Total *(limit $50,000 per year)*	$ 500.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: proceeds will benefit the animals in our community

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 [X] 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 [X] 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 [X] Yes - Total Retail Value: 15,660 (This amount is part of the total prize limit for $50,000 per fiscal year) Wags & Whiskers Fundraiser

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 [X] No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Jenni Richman	840-8332	jenni.svfa@gmail.com	
Signature of Organization Group's Permit Organizer	**Title**		**Date**
Jenni Richman	Sec/Treas		10-19-26

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G-___ ___ ___ ___(___ ___ ___)___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
North Dakota Winter Show Inc.

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location
North Dakota Winter Show Event Center

Street	City	ZIP Code	County
700 7th ST SE	Valley City	58072	Barnes

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
		0

Specific location where games of chance will be conducted and played at the site (**required**)
North Dakota Winter Show Event Center

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known
December 4-5/2026 March 4-5-6/2027

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ **ELECTRONIC** Quick Shot Bingo	☐ Tip Board	☐ Twenty-One
☒ Raffles	☐ Seal Board	☐ Poker
☐ **ELECTRONIC** 50/50 Raffle	☐ Punchboard	☒ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☐ **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original**, **signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

220 3rd St. NE
Valley City, ND 58072

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

MEMORANDUM

TO: President and City Commissioners
FROM: City Administrator
DATE: October 14, 2026
RE: Purchase of 622 Valley Ave SE

The owner of 622 Valley Ave SE has approached the City about purchasing the property. The asking price is $25,000, which is less than what the owner currently owes on the property.

The property is located on a road that was platted but was never dedicated as a public road. The road is currently a dead end and there is not enough right-of-way to widen it to meet current City standards. There also is not enough room at the end of the road to construct a cul-de-sac that would meet fire protection and emergency access requirements.

One option that was discussed would be constructing a new road from north to south to provide access. The preliminary estimate for that work is approximately $1 million, so we feel that option is too costly for two houses.

Carl previously suggested the possibility of vacating the platted road. The concern with that option is access to the property. The current owner has indicated that they already have issues getting to the property. If the road were vacated and no longer public, there would be no guarantee that the property owner would continue to have access to their home.

The assessed value of the property is $62,200. Current taxes collected are $916.50.

The question for the Commission is whether purchasing the property for $25,000 makes sense for the City, knowing the access limitations and the potential costs that could come with maintaining the property.

At this point, staff is recommending that the City purchase this property.

This institution is an equal opportunity provider

CIVISOCIAL CONSULTING AGREEMENT

Social Media Strategy and CiviSocial System Implementation Services

City of Valley City, North Dakota

This Consulting Agreement (this "Agreement") is entered into by and between the **City of Valley City, North Dakota**, a North Dakota municipal corporation ("City"), and **Disrupter Media Consultants, LLC**, doing business as CiviSocial ("Consultant"). City and Consultant are each referred to as a "Party" and together as the "Parties." This Agreement is effective on the date it is signed by the last of the Parties to sign it (the "Effective Date").

1. CONTRACT DOCUMENTS

1.1 The following exhibits are attached to and made part of this Agreement: Exhibit A, Scope of Services and Deliverables; Exhibit B, Schedule; Exhibit C, Compensation; and Exhibit D, Insurance.

1.2 If there is a conflict between the body of this Agreement and an exhibit, the body of this Agreement controls.

2. SCOPE OF SERVICES

2.1 **Services.** Consultant will provide the services and deliverables described in Exhibit A (the "Services").

2.2 **Standard of Performance.** Consultant will perform the Services in a professional and diligent manner, consistent with generally accepted standards for comparable consulting and training services.

2.3 **Method of Performance.** Consultant controls the means, manner, and method of performing the Services. Consultant will tailor the Services to City using information gathered during pre-engagement and the on-site program. Tailoring within the scope described in Exhibit A is part of the Services and is not a change in scope.

2.4 **Changes in Scope.** The Services are limited to those described in Exhibit A. Any additional or different services require a written amendment signed by both Parties that describes the change and any adjustment to compensation or schedule.

3. CITY RESPONSIBILITIES

3.1 **Coordination.** City will:

(a) designate a point of contact for scheduling and coordination;

(b) distribute the all-staff survey to City staff and encourage participation;

(c) identify and schedule participants, stakeholder meetings, resident meetings, and on-site sessions;

(d) schedule the Elected Officials Training sessions described in Exhibit A and notify the members of the Board of City Commissioners;

(e) provide suitable meeting space in Valley City, North Dakota, with a screen or display, a connection for Consultant's laptop, and internet access; and

(f) provide information reasonably requested by Consultant in a timely manner, which may include social media performance data.

3.2 **Training Seminars; Open Meetings.** The Parties intend that the Elected Officials Training sessions described in Exhibit A be training seminars at which no other public business is considered or discussed, within the meaning of chapter 44-04 of the North Dakota Century Code. Consultant will confine each session to training on the subjects described in Exhibit A and will not facilitate consideration or discussion of specific pending City business. City is solely responsible for determining whether any session requires notice under North Dakota's open meetings law and for compliance with that law, including any decision to provide notice as a precaution. Nothing in this Section is legal advice, and City remains free to provide notice for any session.

3.3 **City Delay.** If a delay by City in meeting its responsibilities affects Consultant's performance, the affected deadlines will be extended by a reasonable period.

4. TERM AND SCHEDULE

4.1 **Term.** This Agreement begins on the Effective Date. Consultant will begin the Services on December 1, 2026. This Agreement continues until Consultant has delivered the Deliverables described in Exhibit A and City has paid all amounts due, unless terminated earlier under this Agreement.

4.2 **Schedule.** Consultant will perform the on-site program on the dates stated in Exhibit B, unless those dates are rescheduled under Section 6 or Section 14. The daily schedule for the on-site program will be developed by the Parties based on City's needs.

5. COMPENSATION AND PAYMENT

5.1 **Fixed Fee.** City will pay Consultant a fixed, all-inclusive fee of $15,000.00 for the Services, as detailed in Exhibit C. The fee includes all airfare, lodging, ground transportation, meals, materials, and incidental expenses. Consultant will not invoice City for any additional expense.

5.2 **Fixed Nature of Fee.** The fee is not reduced based on the number of participants, survey responses, meetings, or sessions City chooses to schedule, including the number of Elected Officials Training sessions City elects to hold.

5.3 **Invoice and Payment.** Consultant will submit a single invoice upon completion of the Services. The Services are complete when Consultant delivers the PDF versions of the Deliverables as described in Exhibit A, and Consultant will issue its invoice following the City's right to review Deliverables for 10 business days. City will pay the invoice within thirty (30) days after receipt. As provided in chapter 13-01.1 of the North Dakota Century Code, this Agreement specifies the date for payment.

5.4 **Disputed Amounts.** If City disputes any portion of an invoice, City will notify Consultant in writing within ten (10) days after receipt, describing the disputed amount and the reason, and will timely pay the undisputed portion. The Parties will work in good faith to resolve any dispute promptly.

5.5 **Funding.** City represents that the Board of City Commissioners has approved funding for the Services in City's 2027 budget.

6. RESCHEDULING AND CANCELLATION

6.1 **Rescheduling by City.** City may request to reschedule the on-site program at any time without a fee. New dates must be agreed to by both Parties in writing and must fall no later than three (3) months after the originally scheduled first on-site date stated in Exhibit B (the "Rescheduling Window"). Consultant will make reasonable efforts to accommodate the dates City proposes.

6.2 **Rescheduled Dates.** Once new dates are agreed, the new first on-site date replaces the prior date for purposes of Sections 6.3 and 6.4, and the Deliverables due date is recalculated from the new final on-site date. The Rescheduling Window continues to be measured from the originally scheduled first on-site date.

6.3 **Late Cancellation Fee.** If City cancels the on-site program on or after the thirtieth (30th) day before the scheduled first on-site date, City will pay Consultant a flat cancellation fee of $3,500.00 in place of any other compensation under this Agreement. The Parties agree that Consultant's damages from a late cancellation, including non-refundable travel costs and preparation time, would be difficult to calculate, and that this fee is a reasonable estimate of those damages and not a penalty.

6.4 **Earlier Cancellation.** If City cancels the on-site program before the thirtieth (30th) day before the scheduled first on-site date, no cancellation fee applies. City will pay only for pre-engagement Services performed before the cancellation, valued in accordance with Exhibit C.

6.5 **Reschedule Without New Dates.** If City requests to reschedule and the on-site program is not rescheduled to dates within the Rescheduling Window, City's request will be treated as a cancellation made on the date City requested to reschedule, and Section 6.3 or Section 6.4 will apply based on that date. However, no cancellation fee applies if new dates could not be agreed because Consultant was unavailable on all dates City reasonably proposed within the Rescheduling Window.

6.6 **Exceptions.** No cancellation fee applies if the on-site program is cancelled because of a Force Majeure Event under Section 14, Consultant's material breach, or termination for non-appropriation under Section 13.4. In those cases, City will pay only for Services completed, valued in accordance with Exhibit C.

7. INDEPENDENT CONTRACTOR; PERSONNEL

7.1 **Independent Contractor.** Consultant is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties. Consultant may perform services for others during the term of this Agreement. Consultant is not entitled to any benefits provided to City employees and is responsible for its own taxes, insurance, licenses, and permits.

7.2 **Personnel.** The Services will be performed personally by G Samuel Toles. Consultant will not subcontract or delegate the Services without City's prior written consent. Consultant represents that it currently has no employees.

8. INTELLECTUAL PROPERTY

8.1 **Consultant Materials.** "Consultant Materials" means all training materials, presentations, workshop content, surveys, frameworks, methodologies, models, templates, worksheets, tools, and know-how that Consultant owned or developed before this Agreement or develops in performing the Services, including the CiviSocial System and its components and any version tailored for City,

together with all copyrights, trade secrets, and other intellectual property rights in them. Ownership of the Deliverables is addressed in Section 8.5.

8.2 **Ownership.** The intellectual property in all Consultant Materials provided under the Services is and remains the sole property of Consultant.

8.3 **License to City.** Consultant grants City a free, non-exclusive, non-transferable, perpetual license to use the Consultant Materials provided under this Agreement in City's ongoing civic operations. Consultant Materials may not be shared outside City's organization without Consultant's prior written consent, except as required by law. City's organization includes its elected and appointed officials, its employees, and any contractors or consultants performing work for City, each of whom may use Consultant Materials only for City purposes. City will not sell, license, or otherwise commercialize Consultant Materials.

8.4 **City Communications.** City's creation and publication of its own communications using the voice, guidance, or recommendations provided under this Agreement is not a sharing of Consultant Materials and does not require Consultant's consent.

8.5 **Deliverables.** City owns the Voice Deck and the Strategic Plan and CiviSocial System Implementation Roadmap as delivered (together, the "Deliverables") and may use, reproduce, publish, and distribute the Deliverables in their entirety for any public purpose. Consultant retains ownership of any Consultant Materials incorporated into the Deliverables, and City may not extract those Consultant Materials for use or distribution separate from the Deliverables except as permitted by Section 8.3. Consultant may retain copies of the Deliverables and may use the general knowledge and experience gained from the Services in its work for others, without disclosing City's confidential information.

8.6 **Recordings.** City will not make audio or video recordings of on-site sessions, the Elected Officials Training sessions, or the Deliverables presentation without Consultant's prior written consent, except as required by law. City may take photographs of sessions for use in City communications.

8.7 **Originality.** To Consultant's knowledge, the Consultant Materials and the Deliverables, as delivered by Consultant, are original to Consultant or used with permission. This statement does not apply to any content created, selected, modified, or published by City or its officials, employees, or agents.

9. CONFIDENTIALITY AND OPEN RECORDS

9.1 **Open Records Law.** Consultant acknowledges that City is subject to North Dakota's open records law, chapter 44-04 of the North Dakota Century Code (the "Open Records Law"). Nothing in this Agreement requires City to act in violation of the Open Records Law or other applicable law.

9.2 **Trade Secrets and Proprietary Information.** Consultant asserts that the Consultant Materials constitute trade secret, proprietary, and commercial information of a privileged or confidential nature, the disclosure of which would cause competitive harm to Consultant, within the meaning of section 44-04-18.4 of the North Dakota Century Code. Consultant may also mark Consultant Materials as proprietary or confidential.

9.3 **Requests for Records.** If City receives a request under the Open Records Law for Consultant Materials, City will make a good faith effort to notify Consultant promptly so that Consultant may provide information supporting the exception before City responds. City will make its own

determination under the Open Records Law and will not be liable to Consultant for releasing information as required by that law, an opinion of the Attorney General, or a court order.

9.4 **City Information.** Consultant will use non-public information provided by City only to perform the Services and will not disclose information that City identifies as confidential, except as required by law.

9.5 **Return of City Records.** Upon City's written request after completion or termination of this Agreement, Consultant will return or destroy the non-public records City provided to Consultant, except that Consultant may retain one archival copy subject to Section 9.4. Consultant is not required to deliver Consultant Materials or its working notes.

9.6 **Client Reference.** Consultant may identify City as a client and describe the Services in general terms, without disclosing City's confidential information or attributing statements to individual participants.

10. ADVISORY ROLE; NO LIABILITY FOR SOCIAL MEDIA AND DIGITAL CONTENT

10.1 **Advisory Role.** City acknowledges and agrees that Consultant is engaged solely to provide strategic guidance, training, and consultation regarding creative expression on social media, digital communications, and how artificial intelligence tools present information about City. Consultant is not responsible for the creation, production, or publication of specific social media or other digital content.

10.2 **City Discretion.** City, through its elected and appointed officials, employees, and agents, shall exercise independent discretion in developing and disseminating such content, without direct oversight or control by Consultant. Consultant has no obligation to review, approve, supervise, moderate, or monitor City's social media or digital communications activities, any official, personal, or campaign social media account of any City official, or the activities of any community member or content creator City engages.

10.3 **Responsibility for Content.** City, or the applicable City official, employee, or agent, and not Consultant, is responsible for all content created, published, shared, or removed by City, its elected and appointed officials, employees, or agents, or any community member or content creator City engages, including content informed by Consultant's training, recommendations, or materials. City, or the applicable official, employee, or agent, is also responsible for the management of the related accounts, including comment moderation, blocking, accessibility, records retention, and compliance with the First Amendment, the Open Records Law, and other applicable law.

10.4 **CITY INDEMNITY FOR CITY CONTENT. TO THE EXTENT PERMITTED BY NORTH DAKOTA LAW, CITY WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONSULTANT AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST THIRD-PARTY CLAIMS, LIABILITIES, DAMAGES, AND LOSSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT ARISING OUT OF SOCIAL MEDIA OR OTHER DIGITAL CONTENT CREATED, PUBLISHED, SHARED, OR REMOVED BY CITY, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, OR AGENTS, OR ANY COMMUNITY MEMBER OR CONTENT CREATOR CITY ENGAGES, INCLUDING CONTENT INFORMED BY CONSULTANT'S TRAINING, RECOMMENDATIONS, OR MATERIALS, AND INCLUDING ANY SUCH CLAIM ALLEGING THAT CONSULTANT WAS NEGLIGENT IN PROVIDING THAT TRAINING, THOSE RECOMMENDATIONS, OR**

THOSE MATERIALS. CITY'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS DOES NOT APPLY TO THE EXTENT A CLAIM IS FINALLY DETERMINED TO HAVE BEEN CAUSED BY CONSULTANT'S NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT, AND LIABILITY IN THAT CASE WILL BE APPORTIONED UNDER SECTION 11.3. CITY'S OBLIGATION UNDER THIS SECTION IS SUBJECT TO THE LIMITATIONS AND IMMUNITIES AVAILABLE TO CITY UNDER NORTH DAKOTA LAW.

10.5 **Artificial Intelligence and Third-Party Platforms.** Consultant does not own, operate, or control any social media platform, search engine, or artificial intelligence tool, and does not control how those services collect, rank, generate, or display information. Any review of artificial intelligence responses reflects results observed at the time of the review, and those results may change without notice.

10.6 **No Guarantee of Results.** Consultant does not guarantee any particular outcome, including engagement, reach, public sentiment, or how third-party platforms or artificial intelligence tools present information about City.

10.7 **Not Legal Advice.** The Services do not include legal advice. City should consult its own attorney on legal matters, including those involving the First Amendment, open meetings, open records, and records retention.

11. CONSULTANT INDEMNIFICATION

11.1 **Consultant Indemnity.** To the extent permitted by law, Consultant will indemnify, defend, and hold harmless City and its elected officials, officers, and employees from and against third-party claims, damages, losses, and reasonable attorneys' fees to the extent caused by the negligent acts or omissions or willful misconduct of Consultant in performing the Services.

11.2 **Exclusions.** Consultant has no obligation to indemnify or defend City against any claim to the extent caused by the negligence or other fault of City or its officials, employees, agents, or contractors, or to the extent arising from matters for which City is responsible under Section 10.

11.3 **Comparative Responsibility.** If City and Consultant are found jointly responsible for a claim, liability will be apportioned comparatively in accordance with North Dakota law.

11.4 **Procedures.** A Party seeking indemnification under Section 10.4 or this Section 11 will give the other Party prompt written notice of the claim. The indemnifying Party will control the defense with counsel reasonably acceptable to the indemnified Party, and the indemnified Party may participate in the defense at its own expense. The indemnifying Party will not settle a claim in a manner that imposes an obligation on or admits fault on behalf of the indemnified Party without that Party's written consent.

11.5 **Survival.** Section 10.4 and this Section 11 survive the termination or expiration of this Agreement.

12. INSURANCE

12.1 **Required Coverage.** Consultant will maintain the insurance described in Exhibit D throughout the term of this Agreement.

12.2 **Certificate.** Before the first on-site date, Consultant will provide City with a certificate of insurance showing the required coverage and naming City as an additional insured on Consultant's commercial general liability policy. The City reserves the right to require copies of the policy and

applicable endorsements, and advance disclosure of exclusions that could affect claims under this Agreement.

12.3 **Notice of Cancellation.** Consultant will not voluntarily cancel or materially reduce any coverage required by Exhibit D without first obtaining replacement coverage that meets those requirements. Consultant will notify City in writing within ten (10) days after Consultant receives notice that any required coverage has been cancelled or materially reduced. Failure to maintain the required insurance is a ground for termination under Section 13.

13. TERMINATION

13.1 **Termination for Cause.** Either Party may terminate this Agreement if the other Party materially breaches it and does not cure the breach within ten (10) days after receiving written notice describing the breach.

13.2 **Termination for Convenience.** City may terminate this Agreement for convenience at any time by written notice to Consultant. A termination for convenience before the on-site program is performed is a cancellation under Section 6, and Section 6 determines the amount owed. If City terminates for convenience after the on-site program has been performed, City will pay the full fee and Consultant will deliver the Deliverables.

13.3 **Payment on Termination for Cause.** If City terminates for Consultant's uncured material breach, City will pay only for Services completed before termination, valued in accordance with Exhibit C, and no cancellation fee applies. If Consultant terminates for City's uncured material breach, City will pay for all Services performed before termination and, if the on-site program has not been performed, any amount that would be owed for a cancellation by City under Section 6 on the date of termination.

13.4 **Non-Appropriation.** City's payment obligations under this Agreement are subject to the appropriation and availability of funds as required by North Dakota law. If funds for this Agreement are not appropriated or become unavailable, City may terminate this Agreement by written notice to Consultant, and City will pay for Services performed before the effective date of termination, valued in accordance with Exhibit C.

14. FORCE MAJEURE

14.1 **Force Majeure Events.** Neither Party is liable for a delay or failure to perform caused by circumstances beyond its reasonable control, including severe weather, blizzard or winter storm conditions, natural disaster, fire, flood, epidemic, public health order, public emergency, war, riot, civil unrest, acts of government, failure of public utilities, cancellation or significant disruption of commercial air travel, closure of highways or airports, and the illness, injury, or incapacity of G Samuel Toles (each, a "Force Majeure Event"). Economic hardship is not a Force Majeure Event.

14.2 **Rescheduling.** The affected Party will notify the other Party as soon as reasonably practicable. The Parties will reschedule the affected Services to mutually agreed dates within the Rescheduling Window, and no cancellation fee applies. If the affected Services cannot be rescheduled within the Rescheduling Window, either Party may terminate this Agreement by written notice, and Section 6.6 determines the amount owed.

14.3 **Payment Obligations.** A Force Majeure Event does not excuse City's obligation to pay for Services already performed.

15. REPRESENTATIONS

15.1 **No Prohibited Interest.** Consultant represents that, to its knowledge, no officer or employee of City has a financial interest in this Agreement that is prohibited by applicable North Dakota law.

15.2 **Authority and Compliance.** Consultant represents that it is duly organized and in good standing, that it has the authority to enter into this Agreement, and that it will comply with applicable federal, state, and local laws in performing the Services, including laws prohibiting unlawful discrimination.

16. DISPUTE RESOLUTION; GOVERNING LAW; VENUE

16.1 **Informal Resolution.** Before filing suit on any dispute arising from this Agreement, the Parties will attempt in good faith to resolve the dispute through direct discussions, in person or by videoconference. If the dispute is not resolved within thirty (30) days, the Parties will submit it to non-binding, confidential mediation with a mutually agreed mediator and will share the mediator's fees equally.

16.2 **Governing Law.** This Agreement is governed by the laws of the State of North Dakota.

16.3 **Venue.** Venue for any lawsuit arising from this Agreement lies in the District Court of Barnes County, North Dakota, or the United States District Court for the District of North Dakota.

17. GENERAL PROVISIONS

17.1 **Immunities.** Nothing in this Agreement waives any immunity, defense, or limitation of liability available to City under North Dakota law, including chapter 32-12.1 of the North Dakota Century Code.

17.2 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party.

17.3 **Amendments.** This Agreement may be amended only by a written instrument signed by both Parties.

17.4 **Notices.** Formal notices under this Agreement, including notices of breach, termination, or cancellation, must be in writing and delivered by hand, by certified mail with return receipt requested, by nationally recognized overnight courier, or by email with confirmation of receipt, to the addresses below. Notice is effective upon receipt. Scheduling and routine communications may be made by email. Either Party may change its notice address by written notice to the other Party.

If to City:
City of Valley City
Attention: Gwen Crawford, City Administrator
220 3rd Street NE
Valley City, North Dakota 58072
Email: gcrawford@valleycity.us

If to Consultant:
Disrupter Media Consultants, LLC
d/b/a CiviSocial
Attention: G Samuel Toles
2408 NE 26th Terrace
Fort Lauderdale, Florida 33305
Email: sam@civisocial.com

17.5 **Waiver.** A Party's failure to enforce any provision of this Agreement is not a waiver of that provision or of any later breach.

17.6 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Parties regarding the Services and supersedes all prior proposals, discussions, and understandings.

17.7 **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect.

17.8 **Survival.** Sections 5, 6, 8, 9, 10, 11, 16, and 17, and any other provision that by its nature should survive, survive the termination or expiration of this Agreement.

17.9 **Counterparts and Electronic Signatures.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together are one agreement.

17.10 **Authority.** Each person signing this Agreement represents that he or she is authorized to sign it on behalf of the Party for which he or she signs.

The Parties have signed this Agreement to be effective as of the Effective Date.

CITY OF VALLEY CITY, NORTH DAKOTA	**DISRUPTER MEDIA CONSULTANTS, LLC d/b/a CIVISOCIAL**
By: _____	By: _____
Name: Gwen Crawford	Name: G Samuel Toles
Title: City Administrator	Title: Founder and CEO
Date: _____	Date: October 27, 2026

ATTEST

_____
Brenda Klein, Finance Director
City of Valley City, North Dakota

Date: _____

APPROVED AS TO FORM:

_____
Carl Martineck, City Attorney
City of Valley City, North Dakota

Date: _____

EXHIBIT A
SCOPE OF SERVICES AND DELIVERABLES

Consultant will deliver a social media strategy and CiviSocial System implementation program for City, consisting of pre-engagement work, a four-day on-site program, Elected Officials Training, and two Deliverables presented virtually and delivered in PDF form.

A.1 **Pre-Engagement.** Beginning December 1, 2026 and continuing until the on-site program, Consultant will conduct preparatory work, including:

(a) an all-staff survey;

(b) a kickoff meeting with the City Administrator and City's designated communications team; and

(c) other fact-finding activities regarding City's current status and strategy across social media.

A.2 **On-Site Program.** Four (4) consecutive days of in-person, hands-on engagement in Valley City, North Dakota. The daily schedule will be developed with City based on its needs. The on-site program includes:

(a) meetings with stakeholders, staff, and residents to gather insights and perspectives;

(b) development of an overall voice and story map for City's social media;

(c) guidance on tools and tactics to enhance social media effectiveness;

(d) training sessions on best practices and content strategies;

(e) identifying potential content creators within the community and City staff;

(f) training on creating effective and compelling social media content;

(g) the Elected Officials Training described in Section A.3; and

(h) The Source of Truth: Navigating AI module described in Section A.4.

A.3 **Elected Officials Training.** Up to two (2) sessions of approximately two and one-half (2.5) hours each for members of the Board of City Commissioners. The session covers:

(a) how to interpret social media activity, including comments and community groups on Facebook, and place it in the broader context of the social media environment;

(b) what the data shows about who drives online conversation and why it may not reflect the broader community; and

(c) practical concepts for leading above the noise that commissioners can implement in their roles.

City elects how many sessions to hold, up to two, and schedules them within the four-day on-site window. Consultant will be available between 7:00 a.m. and 10:00 p.m. local time on the on-site days to accommodate commissioners' schedules. The sessions are training seminars, and Section 3.2 of the Agreement applies to them.

A.4 **The Source of Truth: Navigating AI.** A module that includes:

(a) learnings on how artificial intelligence tools currently determine how they answer a resident's prompt;

(b) a light, point-in-time audit of current artificial intelligence responses to resident prompts about City and the sources of information those responses use; and

(c) strategies for how City can leverage its portfolio of communications assets to surface factually complete information and helpful responses to resident prompts.

Specific findings from the audit are discussed during the module and are not presented in the Deliverables.

A.5 **Deliverables.** Consultant will prepare two Deliverables, anticipated to total more than thirty (30) pages combined:

(a) **Voice Deck.** A custom presentation defining City's communications voice, built from what Consultant hears during pre-engagement and the on-site program. The Voice Deck includes a synthesis of what was heard, core themes, a voice architecture, and voice options with headlines and example applications.

(b) **Strategic Plan and CiviSocial System Implementation Roadmap.** A written plan and roadmap addressing an identity and story plan for previously unrecognized creators; a process outline, including recommended staffing assignments and estimated time commitments, a plan for calendar, cadence, and clearance, and a template schedule for content creation, approval, and posting cadence; an overall content strategy with recommendations on implementation; platform-specific recommendations and strategies; engagement and community management tactics; adaptability guidelines and risk mitigation tactics, including a test-and-learn approach and guardrails for newly empowered creators; tools recommendations for content creation and distribution, including links to video training on select tools; and a phased implementation roadmap.

A.6 **Delivery.** Within thirty (30) days after the final on-site day, Consultant will present the Deliverables to City in a virtual presentation on a mutually agreed date and will then provide PDF versions of both Deliverables. If City is unavailable for the presentation within that period, Consultant will deliver the PDF versions by the deadline and will present on a later mutually agreed date. The Services are complete upon delivery of the PDF versions; however, City shall have 10 business days to review conformance with Exhibit A and require correction of material nonconformities. Consultant will invoice at that time.

A.7 **Travel.** Consultant will arrange and pay for all airfare, lodging, ground transportation, and meals. These costs are included in the fixed fee.

A.8 **Not Included.** The Services do not include creating, posting, or scheduling content; managing, monitoring, or moderating any account; legal advice; or any service not described in this Exhibit A. Section 10 of the Agreement applies to all Services.

EXHIBIT B
SCHEDULE

Milestone	Date
Services Begin	December 1, 2026
Pre-Engagement	December 1, 2026 through the on-site program: all-staff survey, kickoff meeting, and fact-finding
On-Site Program	Tuesday, January 5 through Friday, January 8, 2027, in Valley City, North Dakota, on a daily schedule developed with City
Elected Officials Training	Up to two (2) sessions, scheduled by City within the on-site window, between 7:00 a.m. and 10:00 p.m. local time
Deliverables Presentation and PDFs	Within thirty (30) days after the final on-site day (on or before February 7, 2027)
Invoice Issued	Ten business days following delivery of the PDF Deliverables; payable within thirty (30) days after receipt
Late Cancellation Date (Section 6.3)	Cancellation on or after December 6, 2026
End of Rescheduling Window (Section 6.1)	April 5, 2027

If the on-site dates are rescheduled under Section 6 or Section 14, the Deliverables due date and the late cancellation date will be recalculated from the new dates. The end of the Rescheduling Window does not change.

EXHIBIT C
COMPENSATION

Fixed Fee

Service	Fee
Pre-Engagement (all-staff survey, kickoff meeting, fact-finding)	Included
Four-Day On-Site Program	Included
Elected Officials Training (up to two sessions)	Included
The Source of Truth: Navigating AI	Included
Voice Deck	Included
Strategic Plan and CiviSocial System Implementation Roadmap	Included
Travel (airfare, lodging, ground transportation, meals)	Included
2027 Program Price	$25,000.00
Negotiated Discount	($10,000.00)
Total Fixed Fee	**$15,000.00**

The fee is fixed and all-inclusive. No additional charges for airfare, travel, lodging, transportation, materials, or incidental expenses will be invoiced to City.

Payment Schedule

Milestone	Amount Due
Upon signing	$0.00
Upon completion of the Services (ten business days following delivery of the PDF Deliverables)	$15,000.00, due within thirty (30) days after receipt of invoice

Rescheduling and Cancellation (Section 6)

Event	Amount Due
Rescheduling by City to dates within the Rescheduling Window	No fee
Cancellation by City before the 30th day before the first on-site date	Value of pre-engagement Services performed
Cancellation by City on or after the 30th day before the first on-site date	$3,500.00 flat fee, in place of all other compensation

For purposes of valuing Services performed before a cancellation or termination under Sections 6, 13, and 14, pre-engagement Services are valued at $2,500.00 once Consultant has begun them, the completed on-site program is valued at $9,000.00, and the Deliverables are valued at $3,500.00.

EXHIBIT D
INSURANCE

Consultant will maintain the following insurance throughout the term of this Agreement:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 each occurrence $2,000,000 general aggregate
Professional Liability	$1,000,000 each claim $2,000,000 aggregate
Automobile Liability, covering hired and non-owned automobiles, and owned automobiles if any, used in performing the Services	Bodily injury: $250,000 each person; $500,000 each occurrence Property damage: $100,000 each occurrence
Workers' Compensation	Not required while Consultant has no employees. If Consultant hires employees who perform the Services, coverage as required by applicable law.

D.1 **Additional Insured.** City and its elected officials, officers, and employees will be named as additional insureds on Consultant's commercial general liability and professional liability policies with respect to liability arising from the Services. Additional insured status is not required on the automobile liability policies. If insurer does not permit an additional insured on the Consultant's professional liability insurance policy, an equivalent form of protection shall be provided.

D.2 **Insurers.** Coverage will be provided by insurers rated A- or better by A.M. Best, or by other insurers reasonably acceptable to City.

D.3 **Claims-Made Coverage.** If professional liability coverage (or equivalent protection) is written on a claims-made basis, Consultant will maintain that coverage, or an extended reporting period, for at least three (3) year after completion of the Services.

D.4 **Standard Terms.** Coverage may be subject to the insurer's standard policy terms, conditions, and exclusions.

D.5 **Notice.** Consultant will notify City of any cancellation or material reduction of coverage as provided in Section 12.3.

D.6 **Primary and non-contributory.** Consultant's insurance shall be primary and non-contributory with respect to any coverage maintained by City.

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

Phone: 701-845-1700
cmartineck@valleycity.us
www.valleycity.us

MEMORANDUM

TO: Board of City Commissioners
FROM: City Attorney
DATE: October 29, 2026
RE: Policy manual amendment request

The following amendment is requested primarily in order to prevent overpayment of City HSA benefits in the event an employee separates from employment. Other minor administrative amendments have been included.

2.2 HEALTH INSURANCE; NDPHIT; SUPPLEMENTAL INSURANCE

The City provides a health insurance plan through the North Dakota Public Health Insurance Trust (NDPHIT). Permanent ~~E~~employees who are expected to work more than 30 hours per week are eligible for coverage, which will begin on the 1st or~~and~~ 16th of each month following their hire date. Employees must sign up within thirty days of employment to be eligible for coverage without providing proof of insurability. Enrollment forms are available in~~at~~ the office of the Human Resource Director.

The employee pays for a portion of the annual premium. Additional information regarding this program is available at the Human Resource Office.

Employees who enroll for health insurance are required to maintain a Health Savings Account at a financial institution chosen by the employee. Employees may contribute pre-tax dollars to their HSA through a payroll deduction at any time after their hire date. Employees are responsible for providing the payroll department with their account information and the amount of the deduction, as well as an annual enrollment form. The City may deposit funds into each employee's HSA, subject to minimum required employee contributions, both in ~~an~~ amounts approved by the Board of City Commissioners. ~~The initial deposit, if any, will occur on the first pay day after completion of the employee's introductory period (or six months after the hire date or completion of peace officer training, whichever occurs later, for individuals hired as police offers) if they are in good standing, subject to the schedule below, and subsequently with the first payroll of the fiscal year.~~ Employees ~~who first enroll for health insurance after they have successfully completed their introductory period~~ will be eligible for the~~a~~ City HSA contribution immediately upon ~~enrolling~~submission of the enrollment form, subject to the schedule below. The total contributions by the employee and city for the year (or portion thereof) will be paid in equal installments based on the number of pay days remaining in the year (eg. 26 payments for a full year). The combined annual employee and City deposits may not exceed the federal HSA contribution limit.

Hire date or Date of initial enrollment	City contribution	The employee's required annual contribution (to receive the applicable city contribution) will be prorated by the same percentage. ~~and will be paid in equal installments based on the remaining pay days remaining in the year.~~
Jan 1 – ~~Jun~~Mar 31~~30~~	100% of approved amount	
~~Jul~~April 1 – Jun~~Sep~~ 30~~**~~	75% of approved amount	
July~~Oct~~ 1 – Sept~~Dec~~ 30~~14~~~~**~~	50% of approved amount	
~~Dec 15~~Oct 1 – Dec 31	0% of approved amount	

~~**An employee who falls in one of these categories, and who incurs medical expenses in excess of the initial employer contribution, as set forth above, is eligible for an additional contribution up to the maximum annual City contribution for their insurance plan, if the employee also agrees to pay the required annual employee contribution.~~

An employee may receive "cash in lieu" of health insurance in an amount determined annually by the Board of City Commissioners. The employee must opt out of the City's health insurance plan and certify in writing that the employee and their spouse and/or dependents, if any, have or will have minimum essential coverage under a group plan (not the individual market) during the plan year. No employee is eligible for a cash in lieu payment if the City knows or has reason to know that an employee's attestation is false.

Cash in lieu is paid in installments equal to the number of payroll periods in the plan year, and is prorated monthly for new hires.

Other optional benefits, such as group dental and vision insurance, short-term disability insurance, voluntary life insurance, and supplemental insurance for injury, illness, hospitalization, etc., are made available to all regular (permanent) employees working 20 or more hours a week. The employee pays the premium for these benefits.