

# City Commission Meeting Valley City, North Dakota

Tuesday, July 07, 2026

5:00 PM

The City Commission Meeting will begin on Tuesday July 07, 2026 at 5:00PM in the City Hall Commissioners Chambers located at 220 3<sup>rd</sup> St NE in Valley City ND.

The meeting is also available to view online <https://us06web.zoom.us/j/89322628214> or listen by calling (1 346 248 7799) Webinar ID: 893 2262 8214

Board 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
		Nicholas Horner	Police Chief
		KJL/Moore	City Engineers

---

**Next Resolution: 2531 Next Ordinance: 1190**

## Call to Order

## Roll Call

## Pledge of Allegiance (Please Stand)

## Commissioner David Kline Oath of Office

## Approval of Agenda (Roll call vote needed only when changes are made to agenda)

Roll Call: Gulmon Kline Magnuson Bishop

## Approval of Consent Agenda

- A. Approve minutes from June 16, 2026 Finance and Commission Meetings
- B. Approve minutes from the June 25, 2026 Special Commission Meeting
- C. Approve Contractors License
  - a. Meyer Milk Transportation
  - b. T&J Contracting – Contingent upon receiving updated States license info.
  - c. Magnum Electric
  - d. Richards Excavating
  - e. Olaf Anderson Construction
  - f. Timber Ridge Exteriors LLC
  - g. Amy’s Windows LLC
- D. Approve Local Permit
  - a. SHINE Dance Team
- E. Approve Gaming Site Authorization
  - a. ND Wildlife Federation
- F. Approve Tree Trimming and Removal License
  - a. DDR Tree Service
- G. Approve Alcohol License Renewal
  - a. Sho3 LLC – Econo Lodge – Contingent upon payment of 2025 property taxes

Roll Call: Kline Magnuson Gulmon Bishop

## 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 [tpcity@valleycity.us](mailto:tpcity@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**

1. Open Public Hearing Regarding Application for Alcoholic Beverage License for Sky Lanes.

Motion to Close Hearing.

Roll Call: Magnuson Gulmon Kline Bishop

Approve Application for Alcoholic Beverage License for Sky Lanes.

Roll Call: Gulmon Kline Magnuson Bishop

### **Resolution**

**RES 2530.** A Resolution Appointing the Judge of Municipal Court. *(City Attorney Martineck)*

Roll Call: Kline Magnuson Gulmon Bishop

**RES 2531.** A Resolution to Approve Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (amended and restated effective January 2, 2027) *(City Administrator Crawford)*

Roll Call: Magnuson Gulmon Kline Bishop

### **New Business**

**NB1.** Approve the Remodel Exemption Application for the Sliver Creek Properties Located at 348 7<sup>th</sup> Ave NE – Parcel Number 63-5860702. *(City Assessor Drabus)*

Roll Call: Gulmon Kline Magnuson Bishop

**NB2.** Approve the Remodel Exemption Application for the Sliver Creek Properties Located at 281 College Street SW – Parcel Number 63-0250387. *(City Assessor Drabus)*

Roll Call: Magnuson Gulmon Kline Bishop

**NB3.** Approve Paving Improvement District No. 129 & 132 – 2025 Seal Coat Project. *(City Engineer)*

Roll Call: Kline Magnuson Gulmon Bishop

**NB4.** Appoint Vice President of the Valley City Commission. *(Finance Director Klein)*

Roll Call: Gulmon Kline Magnuson Bishop

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

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

### **ADJOURN**

**City Commission Meeting  
Valley City, North Dakota**

Tuesday, June 16, 2026

5:00 PM

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

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

**Pledge of Allegiance**

**Approval of Agenda**

**Add to Consent Agenda**

- Contractors License Renewal – Beyond Level Builds
- Contractors License Renewal - Kepler Services
- Tobacco License Renewal – Family Dollar

**New Business #5: Approve ND DWR Construction Cost-Share Request for PFP Phase 4**

**New Business #6: Image Enhancement Grant application for Pizza Corner.**

Motion to approve by Commissioner Bishop, seconded by Commissioner Magnuson.

Roll Call: Magnuson-Yes; Erickson-Yes; Gulmon-Yes; Bishop-Yes; Carlsrud-Yes      Motion passed

**Approval of Consent Agenda**

**A. Approve minutes from 06.02.2026 Commission Meeting**

**B. Approve Renewal of Alcohol License**

- |  |                   |  |
|--|-------------------|--|
| a. 845 Events Center<br>DBA The Reserve<br>at Woodland | d. The Clubhouse  | i. My Bar –<br>Contingent upon<br>payment of 2025<br>Taxes |
| b. Boomers Corner<br>Keg                               | e. Dakota Silver  | j. Sabir's   |
| c. Captain's Pub                                       | f. FOE Aerie 2192 |  |
|  | g. Jimmy's Pizza  |  |
|  | h. Labor Club     |  |

**C. Approve Contractors License**

- |   |  |  |
|---|--|--|
| a. Bentson Electric                         | g. Johnson's Construction-<br>contingent upon updated<br>insurance with City of<br>Valley City as cert. holder | l. Platinum Service LLC                    |
| b. East & West Excavating                   | h. Kjelland Excavating   | m. Roers Construction Joint<br>Venture LLC |
| c. Floor to Ceiling Carpentry<br>and Repair | i. Mission Mechanical INC  | n. Scherbenske INC                         |
| d. FMJ Electric LLC                         | j. Moritz Excavating LLC   | o. Sheyenne Concrete LLC                   |
| e. Huesman Schreiber<br>Masonry LLC         | k. Northern Plains<br>Mechanical LLC   | p. Sheyenne River Concrete                 |
| f. John's Refrigeration &<br>Electric INC   |  | q. Spain Excavating                        |
|   |  | r. Wir3d Electric INC                      |

**D. Approve Tobacco License**

- a. The Labor Club
- b. FOE Aerie 2192
- c. Loves Travel Stops & Country Store

**E. Approve ND Gaming Site Authorizations**

- a. ND Horse Park

**F. Approve Local Gaming Application**

- a. TLChildcare
- b. VCBC Public Library

**G. Approve Cabaret License**

- a. FOE Aerie 2192

**H. Approve Application for Firework Display**

- a. Memory Fireworks

Motion to approve by Commissioner Erickson, seconded by Commissioner Bishop.

Roll Call: Erickson-Yes; Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Carlsrud-Yes      Motion Passed

**Resolution**

**A Resolution 2528 Setting Bond of City Auditor.**

Motion to approve by Commissioner Magnuson, seconded by Commissioner Gulmon.

Roll Call: Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Erickson-Yes; Carlsrud-Yes      Motion Passed

**New Business**

**Approve monthly expenditures in the amount of \$3,055,603.**

Motion to approve by Commissioner Gulmon, seconded by Commissioner Magnuson.

Roll Call: Bishop-Yes; Magnuson-Yes; Erickson-No; Gulmon-Yes; Carlsrud-Yes      Motion passed

**Approve amendment to custodial contract.**

Motion to approve by Commissioner Bishop, seconded by Commissioner Magnuson.

Roll Call: Magnuson-Yes; Erickson-Yes; Gulmon-Yes; Bishop-Yes; Carlsrud-Yes Motion passed  
**Approve Change Order for Sanitary Sewer Improvement District 72 - Reline Project for \$18,600.**  
Motion to approve by Commissioner Magnuson, seconded by Commissioner Gulmon.

Roll Call: Erickson-Yes; Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Carlsrud-Yes Motion Passed  
**Accept Commissioner Bishops letter of resignation.**

Motion to approve by Commissioner Gulmon, seconded by Commissioner Magnuson.

Roll Call: Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Erickson-Yes; Carlsrud-Yes Motion Passed  
**Approve ND DWR Construction Cost-Share Request for PFP Phase 4.**

Discussed Cost-Share Application for additional funds for PFP Phase 4.

Motion to approve by Commissioner Bishop, seconded by Commissioner Gulmon.

Roll Call: Magnuson-Yes; Erickson-Yes; Gulmon-Yes; Bishop-Yes; Carlsrud-Yes Motion passed  
**Approve Image Enhancement Grant application for Pizza Corner for \$1353.80.**

Motion to approve by Commissioner Bishop, seconded by Commissioner Gulmon.

Roll Call: Gulmon-Yes; Bishop-Yes; Magnuson-Yes; Erickson-Yes; Carlsrud-Yes Motion Passed

**CITY ADMINISTRATOR'S REPORT**

City Administrator Crawford reported the Public Works building continues to remain on budget and on schedule.

**CITY UPDATES & COMMISSION REPORTS**

Finance Director Klein gave reminder of Dave Carlsrud open house on June 24 at 2p – 4p

City Engineer Petersen gave update on seal coat project wrapping up and reported on pre-construction meeting for closure of East Main.

City Engineer Eslinger gave update on water tower project. June 22 and June 23 demolitions are planned for both water towers.

**ADJOURN**

Meeting adjourned at 5:29PM

Attested to by:

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

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

## **City Commission Finance Meeting Valley City, North Dakota**

*Tuesday June 16, 2026*

### **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, City Administrator Crawford, City Attorney Martineck, Finance Director Klein

### **AGENDA ITEMS**

**Recognition: Zeke Barnick-Intern.**

**Review monthly bills/reports.**

**Review Bids for Permanent Flood Protection Phase 4.**

City Engineer Petersen reviewed the 5 bids received for Phase IV Permanent Flood Protection Construction. With bids coming in over the engineer's estimate the Commission was asked if they want to move forward which would require a cost share request from the Department of Water Resources for the additional dollars for construction costs. The Commission agreed to move forward with the cost share request.

**Discuss MRES amended power sale agreement.**

### **DEPARTMENT REPORTS.**

**Sanitation Department:** Supervisor Swart reported the container count is holding steady, not much change. Many residents still have metal and/or appliances in their yard left from clean up week. Electronic clean up went well, there was a decrease in the amount we took in from previous times.

**Water Treatment Plant:** supervisor Hesch reported amount of water used and hours worked. Lots of rain last week so that is good for us. To clarify we do not give out free water to fill pools or anything like that, all water is charged.

**Electric Department:** Electrical Superintendent Senf reported on power outages and progress of summer projects. Looking to start doing more underground electric service. This would minimize the potential for outages.

**Fire Department:** Asst. Fire Chief Coit reported on calls for service and chief pages. Updated commissioners on progress of a few dangerous buildings and Wick trailer court. Discussion on the increase in amounts of letters going out to mow yards and the process with that.

**Police Department:** Police Chief Horner reviewed calls for service and reported on completed trainings for the department.

**Street Department:** Street Superintendent Klemisch reported June 22-23 the water towers will be taken down to prepare for new water tower. Water pressure in the NW part of town might be lower than normal but everyone should still have water.

### **ADJOURN**

Meeting adjourned at 4:30pm

# SPECIAL CITY COMMISSION MEETING

## VALLEY CITY, NORTH DAKOTA

Thursday, June 25, 2026

11:00 AM

Vice President Bishop called the meeting to order at 11:00 AM.

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

### **Pledge of Allegiance**

### **Approval of Agenda**

### **Approval of Consent Agenda**

### **Approve Tobacco Retail License for Brothers III**

### **Approve Alcohol Retail License for**

- North 9 Bar and Grill
- Casa Mexico

### **Approve Gaming Site Authorization for Valley Twisters Gymnastic**

Motion to approve by Commissioner Gulmon, seconded by Commissioner Erickson.

Roll Call: Erickson-Yes; Gulmon-Yes; Bishop-Yes                      Motion passed

### **Resolution**

### **Approve Resolution 2529, A Resolution Amending the Master Fee Schedule**

Updated the sign permit fees for portable signs.

Motion to approve by Commissioner Erickson, seconded by Commissioner Gulmon.

Roll Call: Gulmon-Yes; Erickson-Yes; Bishop-Yes                      Motion passed

### **New Business**

### **Approve adding elected President Mike Bishop and removing President Dave Carlsrud as an authorized signer on the City of Valley City's accounts at Dacotah Bank effective July 1, 2026.**

Motion to approve by Commissioner Gulmon, seconded by Commissioner Erickson.

Roll Call: Erickson-Yes; Gulmon-Yes; Bishop-Yes                      Motion passed

### **Adjourn**

Meeting was adjourned at 11:03am

Attested to by:

---

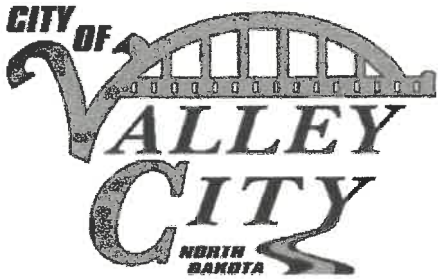
Brenda Klein, Finance Director

City of Valley City

---

Michael Bishop, Vice 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, 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: Meyer Milk Transport Inc  
 Owner: Randie & Katie Meyer  
 Mailing Address: Po Box 476  
 City, State Zip Code: Valley City ND 58072  
 Phone Number: 701-490-1301  
 Email Address: Ktraemeyer@gmail.com  
 Today's Date: 6-16-26

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

Contractor       Electrician       Plumber       Mechanical

State License Numbers (provide all that apply):

Electrician       Plumber      ~~30631~~ Contractor 30631

*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 sent 6-16-26

Current copy of State Electrician and/or Plumber License Insure Fund

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 06.17.2026

RETURN TO:      Valley City Auditor  
                          220 3<sup>rd</sup> St. NE  
                          Valley City, ND 58072

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

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 30631

CLASS: B

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **MEYER MILK TRANSPORT, INC.** whose address is in VALLEY CITY, 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.

**MEYER MILK TRANSPORT, INC.** is entitled to bid on and accept contracts as authorized by law under this license provided that any single contract project may not exceed \$500,000 in value.

Dated: February 4, 2026

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

Michael Howe  
Secretary of State

The North Dakota Secretary of State verifies that:

**MEYER MILK TRANSPORT, INC.**

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

License # 30631





**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: T + J Contracting (Formally Tate + John's Enterprises)  
 Owner: John Halverson      Tate Halverson  
 Mailing Address: 3733 117th Ave SE  
 City, State Zip Code: Valley City, ND 58072  
 Phone Number: 701-490-0001, 701-490-0528  
 Email Address: John@nowrealitynd.com  
 Today's Date: 6/11/2026

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

Contractor       Electrician       Plumber       Mechanical

State License Numbers (provide all that apply):

Electrician       Plumber 0007491004 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 06.11.2026

RETURN TO:      Valley City Auditor  
                          220 3<sup>rd</sup> St. NE  
                          Valley City, ND 58072

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

# *State of North Dakota* SECRETARY OF STATE



## **Certificate of Organization of T&J CONTRACTING LLC**

**SOS Control ID#: 0007491004**

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that Articles of Organization for

**T&J CONTRACTING LLC**

duly signed and executed pursuant to the provisions governing a North Dakota limited liability company, have been received in this office and are found to conform to law.

**ACCORDINGLY**, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Organization to

**T&J CONTRACTING LLC**

Effective date: May 6, 2026

Filed date: May 6, 2026

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

Michael Howe  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/09/2026

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).

<b>PRODUCER</b> Cody A Walton 27611 3275 Oak Ridge Loop E West Fargo, ND 58078-0000	<b>CONTACT NAME:</b> Cody A Walton 27611														
	<b>PHONE (A/C, No, Ext):</b> 701-353-6069 <b>FAX (A/C, No):</b> 701-353-6172														
	<b>E-MAIL ADDRESS:</b> cody.walton@countryfinancial.com														
	<b>PRODUCE CUSTOMER ID:</b>														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : COUNTRY Mutual Insurance Company</td> <td>20990</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 : COUNTRY Mutual Insurance Company	20990	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : COUNTRY Mutual Insurance Company	20990														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED 0005851850</b> T&J CONTRACTING LLC 3733 117th Ave Se Valley City, ND 58072-9539															

**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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			M009387260	03/14/2026	03/14/2027	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
A	<b>AUTOMOBILE LIABILITY</b> <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			M009387260 Covered on BusinessOwners	03/14/2026	03/14/2027	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS      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)

POLICY INFORMATION:  
HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT.

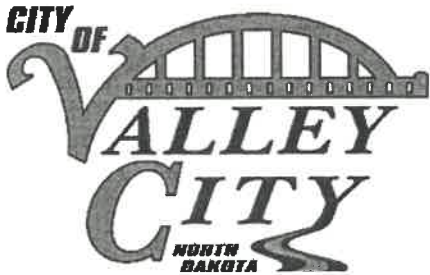
### CERTIFICATE HOLDER

CITY OF VALLEY CITY  
254 2ND AVE 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



**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: Magnum Electric, Inc.  
 Owner: Michael Graham  
 Mailing Address: 471 Christianson Drive W  
 City, State Zip Code: West Fargo, ND 58078  
 Phone Number: 701-551-3240  
 Email Address: Cassie@magnumelectric.net  
 Today's Date: 5-20-2026

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

Contractor     Electrician     Plumber     Mechanical

State License Numbers (provide all that apply):

4533 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:**

\_\_\_\_\_

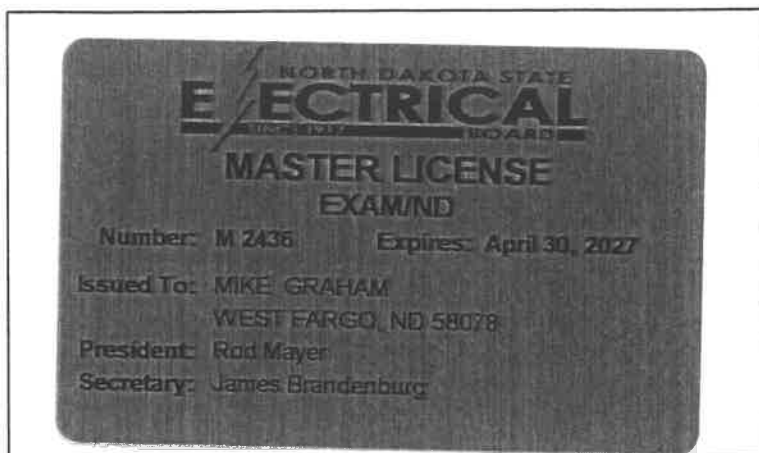
**LICENSE FEE:**    \_\_\_\_\_ \$100 if initial application, make checks payable to City of Valley City  
                            \$50 if renewal application  
                           PD 6-15-26 CH

**RETURN TO:**    Valley City Auditor    Phone: (701) 845 – 1700  
                           220 3<sup>rd</sup> St. NE        Email: tplecity@valleycity.us  
                           Valley City, ND 58072



ATTACHED IS YOUR NEW IDENTIFICATION CARD. PLEASE REPLACE YOUR CURRENT CARD WITH THIS NEW CARD.

THIS IDENTIFICATION CARD SHALL BE IN YOUR POSSESSION WHEN DOING ELECTRICAL WORK PER N.D. ADMIN. RULES. YOU SHOULD ALSO HAVE IN YOUR POSSESSION A CURRENT GOVERNMENT-ISSUED PICTURE IDENTIFICATION CARD.



# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 4533

CLASS: A

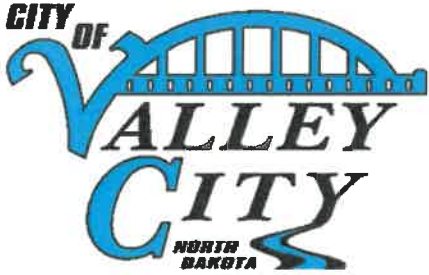
The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **MAGNUM ELECTRIC, INC.** whose address is in WEST FARGO, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements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

**MAGNUM ELECTRIC, 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: February 24, 2026

A handwritten signature in black ink that reads "Michael Howe".

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:** Loren Richards Inc / Richards Excavating  
**Owner:** Loren Richards  
**Mailing Address:** PO Box 1943  
**City, State Zip Code:** Fargo, ND 58107  
**Phone Number:** 701-492-9504  
**Email Address:** office@richards-inc.com  
**Today's Date:** 06/25/2026

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

Contractor       Electrician       Plumber       Mechanical

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

Electrician       Plumber       32214       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 06.25.2026

**RETURN TO:** Valley City Auditor  
220 3<sup>rd</sup> St. NE  
Valley City, ND 58072

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

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 32214

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **LOREN RICHARDS, INC.** whose address is in 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.

**LOREN RICHARDS, 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: February 25, 2026

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe  
Secretary of State

The North Dakota Secretary of State verifies that:

**LOREN RICHARDS, INC.**

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 # 32214



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/13/2026

**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).**

<b>PRODUCER</b>		<b>CONTACT NAME:</b> William Nystrom	
Far North Insurance Inc. 3357 39th St S, Ste 1		<b>PHONE (A/C, No, Ext):</b> (701) 237-6651	<b>FAX (A/C, No):</b>
Fargo ND 58104		<b>E-MAIL ADDRESS:</b> bill@famorthinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Fireman's Insurance Company/Contential Western Group	<b>NAIC #</b> 21784
<b>INSURED</b>		<b>INSURER B:</b>	
Loren Richards Inc Turfmasters Plus & Richards Excavating Po Box 1943 Fargo ND 58107-1943		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

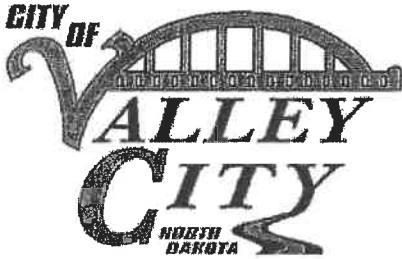
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	INS	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			Y	Y	CPA 3344488 20	03/15/2026	03/15/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Y	Y	CPA 3344488 20	03/15/2026	03/15/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			Y	Y	CPA 3344488 20	03/15/2026	03/15/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 TRIA \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			Y	WCA 3346116	03/15/2026	03/15/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment				Y	CPA 3344488 20	03/15/2026	03/15/2027	Rented/Leased Equip 1,545,800

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	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Wm J Nystrom</i>



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: Olaf Anderson Construction Inc  
Owner: Jeff Furstenau  
Mailing Address: PO Box 2766  
City, State Zip Code: Fargo ND 58108  
Phone Number: 701.237.3605  
Email Address: amym@olaf-anderson.com  
Today's Date: 6/24/26

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

Contractor     Electrician     Plumber     Mechanical

State License Numbers (provide all that apply):

Electrician     Plumber    252A  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 6/24/2026 cc

RETURN TO:    Valley City Auditor  
                          220 3<sup>rd</sup> St. NE  
                          Valley City, ND 58072

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2025

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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 505 Broadway North, Suite 100 Fargo ND 58102	<b>CONTACT NAME:</b> Jennifer Gates, CISR, CRIS, CIC		
	<b>PHONE (A/C, No, Ext):</b> 701-237-3311	<b>FAX (A/C, No):</b> 701-232-4442	
<b>E-MAIL ADDRESS:</b> Jennifer.Gates@MarshMMA.com			
<b>INSURED</b> Olaf Anderson Construction, Inc. PO Box 2766 Fargo ND 58108-2766	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> HANOVER INSURANCE COMPANY		22292
	<b>INSURER B :</b> ZURICH AMERICAN INSURANCE COMP		16535
	<b>INSURER C :</b> American Guarantee and Liabili		26247
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 861152225

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	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO3896522	1/1/2026	1/1/2027	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP3853937	1/1/2026	1/1/2027	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SXS3949117	1/1/2026	1/1/2027	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A	WC3896521	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Inland Marine		CPP3853945	1/1/2026	1/1/2027	Leased/Rented Equip	\$500,000/\$5,000
A	Builders Risk		IHXJ269285	1/1/2026	1/1/2027	Frame, Joisted Mason	\$1,500,000
	Construction Type					Non-Combustible	\$5,000,000

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

Workers Compensation applies to the following states: MN, NE, WI, KS, SD, MO, IA, NV, AZ, CO

ND Stop Gap \$1M/\$1M/\$1M included in the Workers Compensation policy.

Re: Contractor's License

**CERTIFICATE HOLDER****CANCELLATION**

City of Valley City  
 PO Box 390  
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

# *State of North Dakota* SECRETARY OF STATE



## CONTRACTOR LICENSE

NO: 252  
CLASS: A

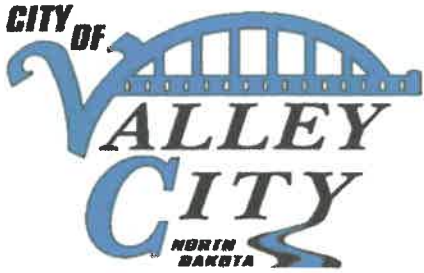
The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **OLAF ANDERSON CONSTRUCTION, INC.** whose address is in FARGO, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all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

**OLAF ANDERSON CONSTRUCTION, 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 26, 2026

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

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:** Timber Ridge Exteriors, LLC  
**Owner:** Greg Ruiter  
**Mailing Address:** 1970 Nova LN SW  
**City, State Zip Code:** Rochester, MN 55902  
**Phone Number:** 507-316-5108  
**Email Address:** Greg@TimberRidgeExteriors.com  
**Today's Date:** 04/30/2026

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

Contractor     Electrician     Plumber     Mechanical

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

Electrician     Plumber    42337  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 06.29.2026*

**RETURN TO:**    Valley City Auditor  
                          220 3<sup>rd</sup> St. NE  
                          Valley City, ND 58072

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

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 000042337

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Timber Ridge Exteriors LLC** whose address is in ROCHESTER, 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.

**Timber Ridge Exteriors 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 28, 2026

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe  
Secretary of State

The North Dakota Secretary of State verifies that:

**Timber Ridge Exteriors 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 # 000042337

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2026

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: Northway Services of Bemidji, Inc. 307 3rd St. - P.O. Box 1129 Bemidji MN 56601
CONTACT NAME: Stephen Jaranson
PHONE (A/C, No, Ext): 218-751-0821
E-MAIL ADDRESS: northway@paulbunyan.net
INSURER(S) AFFORDING COVERAGE: INSURER A: North Star Mutual Insurance Company NAIC # 14850
INSURER B: Kinsale Insurance Company 41297
INSURER C: Superior Point 15702
INSURER D: Evanston Insurance Company 35378
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 20260815154646440 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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. \*Not Applicable In WY

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Pollution Liability.

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

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 [Signature]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2026

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).

<b>PRODUCER</b> Corporate 4 Insurance Agency INC 7220 Metro Boulevard  Edina MN 55439-2133		<b>CONTACT NAME:</b> Stephanie Nelson <b>PHONE (A/C No, Ext):</b> (952) 893-9218 <b>E-MAIL ADDRESS:</b> snelson@corporatefour.com <b>FAX (A/C No):</b> (952) 893-9402	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Acuity	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b> Amy's Windows LLC dba Amy's Windows 7250 Metro Blvd Ste 250  Minneapolis MN 55439		NAIC # 14184	

**COVERAGES****CERTIFICATE NUMBER:** 26-27**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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ZV4466	05/09/2026	05/09/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ZV4466	05/09/2026	05/09/2027	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	ZV4466	05/09/2026	05/09/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	ZV4466	05/09/2026	05/09/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project # 101280

Project: Valley City Public Works Service Center: 1416 Main St E., Valley City, ND 58072

McGough Construction Co., LLC, its officers,

directors, and employees, the Owner, and all other persons required in the Contract

Documents are included as additional insured on a primary and non-contributory basis when required in a written contract. A waiver of subrogation and 30-day notice of cancellation applies with respects to the certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of Valley City 220 3rd St 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 <i>Josh Dalke</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 000050547

CLASS: C

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Amy's Windows LLC** whose address is in MINNEAPOLIS, 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.

**Amy's Windows LLC** 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: January 23, 2026

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe  
Secretary of State



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 GAMING DIVISION  
 SFN 9338 (8-2025)

06.18.2024  
 Pd #10 cc

Applying for (check one)  
 Local Permit       Restricted Event Permit\*

Games to be conducted  
 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 S.H.I.M.E. H.I.K.S. dance team		Dates of Activity (Does not include dates for the sales of tickets) 08/21/26	
Organization or Group Contact Person Sarah Tulp	E-mail Stulpell@gmail.com	Telephone Number 701 527-2607	
Business Address 520 Chautauque blvd	City Valley city	State ND	ZIP Code 58671
Mailing Address (if different) 11657 355 St. SE	City Valley city ND	State ND	ZIP Code 58671

**SITE INFO**

Site Name Valley city ND Raffle tickets	County Barnes
Site Physical Address Hannah Field	City Valley city
State ND	ZIP Code 58671

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 to be drawn 08/21/2026 at first home football game

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	Cash prizes	(1) 1000 (2) 500
raffle	" "	3rd 350 4th 200 5th 100
raffle	" "	6th 100 7th 100 8th 50 9th 50 10th 50
Total (limit \$50,000 per year)		\$ 2,500

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
 Proceeds to go to SHME to sponsor dance team shirts/uniforms + computer

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: 2,000 (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.)  
 Yes     No

Printed Name of Organization Group's Permit Organizer Sarah Tulp	Telephone Number (701) 527-2607	E-mail Address Stulpell@gmail.com
Signature of Organization Group's Permit Organizer S. Tulp	Title Vice president S.H.I.M.E.	Date 06/17/26



**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 Wildlife Federation**

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

Name of Location  
**Valley City Eagles**

Street <b>345 12th Avenue NE</b>	City <b>Valley City</b>	ZIP Code <b>ND</b>	County <b>Barnes</b>
-------------------------------------	----------------------------	-----------------------	-------------------------

Beginning Date(s) Authorized <b>4/10/2027</b>	Ending Date(s) Authorized <b>4/10/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
--	---	--

Specific location where games of chance will be conducted and played at the site (required)  
**Valley City Eagles North Room**

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known  
**4/10/2027**

**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 thoroughly 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)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo                              | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input checked="" type="checkbox"/> Raffles                 | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle     | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                       | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device         | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input type="checkbox"/> <b>ELECTRONIC</b> 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



**City of Valley City, North Dakota  
Application for  
Tree Trimming and Removal Service  
License**

**FOR PERIOD: January 1, 2026 - December 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: DDR Tree Service LLC  
Owner: Tyler Didier  
Mailing Address: 809 18<sup>th</sup> St. NE  
City, State Zip Code: Jamestown ND 58401  
Phone Number: 701-840-2623  
Email Address: ddrtrees@gmail.com  
Today's Date: 6-23-26

**All applicants shall file with the City Auditor as part of this application:**

**Certificate of Liability Insurance**

**LICENSE FEE:**  \$100 if **initial application**, make checks payable to City of Valley City  
 \$50 if **renewal application** Pd 06.23.2026 ck

**RETURN TO:** Valley City Auditor  
220 3<sup>rd</sup> St. NE  
Valley City, ND 58072  
**Phone:** (701) 845 – 1700  
**Email:** tplecity@valleycity.us



DDRTREE-01

JBERTSCH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2026

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).

<b>PRODUCER</b> Heritage Insurance Services 202 Central Avenue South Suite 5 Valley City, ND 58072	<b>CONTACT NAME:</b> Trent Moritz	
	<b>PHONE (A/C, No, Ext):</b> (701) 845-4186	<b>FAX (A/C, No):</b> (701) 552-7837
<b>E-MAIL ADDRESS:</b> tmoritz@heritageinsservices.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Scottsdale Insurance Company		<b>41297</b>
<b>INSURER B :</b> Progressive		<b>16322</b>
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

DDR Tree Service, LLC  
 809 18th St NE  
 Jamestown, ND 58401-2744

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

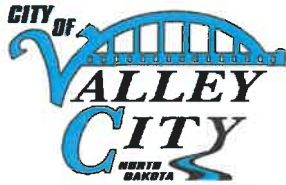
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPS8463860	6/22/2026	6/22/2027	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
								\$
B	<b>AUTOMOBILE LIABILITY</b> <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			875762466	6/22/2026	6/22/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y / <input type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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)

<b>CERTIFICATE HOLDER</b>  City of Valley City 220 3rd St. NE Valley City, ND 58072	<b>CANCELLATION</b>  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 <i>Jessica J. Bertsch</i>
---	---

Rec'd  
06.22.2026



# City of Valley City, North Dakota Application for Alcoholic Beverage License

**FOR PERIOD: Beginning July 1st, 2026 – June 30, 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: Econolodge Valley City

Owner of Premises: SHO-3 LLC

Ownership Contact: RAJ PATEL

Mailing Address: 455 Winter Show Rd E,

City, State, Zip Code: Valley City, ND 58072

Phone Number: 2183161800

Email Address: rajbpatel93@gmail.com

Names and state of residence of all partners, officers, directors, and owners holding a five percent or greater interest in the business:

Raj Patel- MN

Resident Manager: Danny Patel  
*May be the licensee/owner if permitted under VCMC 4-01-01(20) and 4-01-05(2)(a).*

Mailing Address: 455 Winter Show Rd E

City, State, Zip Code: Valley City, ND 58072

Phone Number: 320-297-9210

Email Address: bhailu9979@gmail.com

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

*Cabaret Licenses sold separately.*

<input type="checkbox"/>	License Class	License Description	Annual Fee <sup>1</sup>
<input type="checkbox"/>	Class A	Club/Lodge -- On-sale and off-sale beer, wine, sparkling wine, liquor	\$2,250
<input checked="" type="checkbox"/>	Class B	Beer -- On-sale and off-sale beer	\$250
<input checked="" type="checkbox"/>	Class C	Liquor -- On-sale and off-sale wine, sparkling wine, liquor	\$2,000
<input type="checkbox"/>	Class D(1)	Restaurant – Liquor On-sale beer, wine, sparkling wine, liquor	\$2,250
<input type="checkbox"/>	Class D(2)	Restaurant – Beer/Wine On-sale beer, wine, sparkling wine	\$500
<input type="checkbox"/>	Class D(3)	Restaurant – Beer On-sale beer	\$250
<input type="checkbox"/>	Class E	Retail Business On-sale beer, wine, sparkling wine	\$500
<input type="checkbox"/>	Class G	Microbrew Pub, Must hold Class B License	\$500
<input type="checkbox"/>	Class H	Brewer Taproom	\$500
<input type="checkbox"/>	Class I	Private Event/Entertainment Center	\$2,250
<input type="checkbox"/>	Class J	Private Golf Course	\$2,250

Pd 06.29.2026

<sup>1</sup>Renewal Applications. An application for renewal of an existing license, and the applicable fee, are due no later than 5:00 PM on the first Monday in June.

A licensee applying for renewal of a license (except a Class B license) may elect to submit one half of the annual fee with the application, and the second half of the annual fee no later than 5:00 PM on the first Monday in December.

Late fees apply as follows:  
 \$250 first day  
 \$100 every day thereafter, until license fee and/or complete application received by City

**LICENSE APPLICATION QUESTIONNAIRE**

The following questions are required to ensure the type of license(s) requested are appropriate for your business, and that the business will be in compliance with local law.

**All Applicants:**

1. Will you sell packaged alcoholic beverages for consumption off or away from the licensed premises?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Will you sell alcoholic beverages for consumption on the licensed premises?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3. Will the premises be leased or under contract for deed to any other individual, partnership, or organization for the sale of alcoholic beverages?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>* If yes, attach separate sheet with explanation.</i>
4. Are any of the individuals named in this application under the age of 21?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Have any of the individuals named in this application been convicted of a misdemeanor or felony offense in the last five years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>* If yes, attach separate sheet with explanation.</i>

**Business Opening Date (new applicants):** \_\_\_\_\_

**Proposed Operating Hours:** \_\_\_\_\_

**All applicants:**

1. Will you allow individuals under the age of 21 to enter the premises? If no, skip to next section.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <i>*If yes, please submit a statement from your financial representative certifying that the gross revenue ratio of goods and/or services to alcoholic beverages is in compliance with VCMC Title 4.</i>
a. Will individuals under 21 years of age be permitted in the room where alcoholic beverages are being opened and mixed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>*If yes, attach separate sheet with explanation.</i>
b. Will individuals under 21 years of age be permitted in any part of the establishment which is separated from the designated area in which alcoholic beverages are opened or mixed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <i>*If yes, attach separate sheet with explanation.</i>

→ Not open yet = no sales

**Class A License Applicants Only:**

1. Is the club/lodge a subsidiary of national organization?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a. Name of national organization:		
b. Years in existence:		
2. Number of local members:		
3. Years local club/lodge in existence:		

**Class D License Applicants Only:**

1. Number of seats exclusive of counter seating:		
2. Number of days the restaurant will be open each week:		
3. Number of parking spaces available to restaurant:		
4. Will you provide a food and meals intended for individual consumption, fully prepared and cooked on the premises, that are not primarily pre-packaged, pre-processed, or pre-prepared foods reheated for fast service, and in which the sale of alcoholic beverages is incidental to the service of food?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Class E License Applicants Only**

1. Zoning District:		
2. Square footage of retail establishment:		
3. Square footage of licensed area:		
4. Is the are to be licensed separated from the non-licensed portion of the business by a wall designed to allow sales personnel to serve customers and make sales in the licensed and unlicensed portions of the premises, and that may allow customers in either portion of the premises access to the other portion?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Will Purchases of alcoholic beverages be made only in the area licensed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Will 70% of the annual gross sales be from goods and services other than alcohol?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Will the business have regular operating hours?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Will alcohol be sold only during regular operating hours?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Will the licensed portion of the premises have 25 or fewer seats?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Class I License Applicants Only**

1. Square footage of licensed premises:	
2. Occupancy load:	
3. Will annual gross receipts from ticket sales and facility rental total at least \$50,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Will 60% or more of annual gross receipts of the establishment be derived from tickets, food and rent of the facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If yes, please submit a statement from your financial representative certifying that you are in compliance.</i>
5. Will food be made available at every event?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Will the licensee ensure that there is no permanent bar with seating?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Class J License Applicants Only**

1. Will licensee operate a restaurant on the premises?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Will 50% or more of annual gross receipts of the restaurant be derived from food?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If yes, please submit a statement from your financial representative certifying that you are in compliance.</i>
3. Will licensee sell alcoholic beverages on the golf course?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If yes, please submit a letter of approval from an authorized agent of the golf course operator, if different from licensee.</i>

**New Applicant or Relocation Only:**

1. Are the premises listed in this application within 150 feet of a church or synagogue?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If yes, submit a letter of support. (Class A lic. excluded)</i>
2. Are the premises listed in this application within 150 feet of public or parochial school grounds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Are all off-street parking areas for the business lighted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Can the licensed premises be accessed by customers through an interior connection from another business?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**TERMS & CONDITIONS****All Applicants:**

1. I have reviewed Title 4 of the Valley City Municipal Code, and I am familiar with the rules and regulations therein. If granted an alcoholic beverage license, I will obey, abide by, and comply with said rules and regulations, along with the laws of the State of North Dakota, as well as any amendments to state or municipal code which may be made in the future.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. I agree not to sell, serve or dispense, or permit the furnishing of any alcoholic beverage on the licensed premises to a habitual drunkard, an obviously intoxicated person, an individual under 21 years of age, or a person under guardianship after written notice of such guardianship by the legal guardian and during the continuance of such guardianship.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. I agree that an individual under 21 years of age is not permitted to enter or remain on the licensed premises unless specifically authorized under V.C.M.C. Title 4 and state law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. I understand that an alcoholic beverage license is not a property right; the city may decline to issue said license in its discretion; and said license is not transferable except by specific authority of the Board of City Commissioners.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. I understand that an alcoholic beverage license authorizes the sale of alcoholic beverages only by the license holder and only upon the specific premises designated in the application and thereafter approved by the Board of City Commissioners.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. I certify that the Resident Manager and all owners and employees who sell, monitor the sale of, mix, serve, or dispense alcoholic beverages, or who are involved in checking identification or providing admission/security services upon the licensed premises during the course of their regular work requirements and have been employed at least 60 days have attended a responsible server training course approved by the Valley City Police Department.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. I agree to ensure all persons requiring server training receive server training at all times during the license year.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. I agree to keep copies of the server training certificates and produce them for city officials upon request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. I agree to inform the City Finance Director in writing within 30 days of any changes in the facts supplied to the City in my initial application and any renewal application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. I understand that violations of V.C.M.C. Title 4 may result in fines, suspension or revocation of the license, criminal penalties, or all of the above.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**IN ADDITION TO ANY STATEMENT, EXPLANATION OR OTHER DOCUMENTATION REQUIRED ABOVE, SUBMIT THE FOLLOWING WITH YOUR APPLICATION**  
*(incomplete applications will not be processed)*

\_\_\_\_\_ Alcoholic Beverage Floor Plan form *(not applicable to renewals unless there are modifications to existing floor plans)*

\_\_\_\_\_ Transfer Application form, if applicable

\_\_\_\_\_ List of employees who attended server training and/or who need to attend server training, and the date of training.

\_\_\_\_\_ Owner's Statement *(not applicable to renewal)*

\* Owner must attach a statement in support of application which explains how the proposed establishment will be a definite asset to the city, and addresses other factors that may be relevant to the decision to approve this application, including but not limited to: (i) proximity of other businesses licensed to sell alcoholic beverages, (ii) effect on neighboring property owners or occupants, (iii) suitability of premises for sale of alcoholic beverages, (iv) zoning regulations, (v) proximity of schools, churches, funeral homes, public buildings, or buildings used by and for minors.

**LICENSE FEE:** \_\_\_\_\_ *(application for new or transfer license prorated based on no. of months remaining in license year)*

**TRANSFER FEE:** \_\_\_\_\_ *(full annual fee x .5; not assessed if transferor and transferee file a joint application at time of renewal and transfer is executed no later than August 30)*

**APPLICATION FEE:** \_\_\_\_\_ *(license fee x .25; applies to new, transfer and relocation applications)*

**PUBLICATION FEE:** \_\_\_\_\_ *(applies to new or relocation applications)*

**LATE FEE:** \_\_\_\_\_

Please confirm amounts with Auditor's Office and make checks payable to City of Valley City.

**RETURN TO:** Valley City Auditor  
220 3<sup>rd</sup> St. NE  
Valley City, ND 58072  
**Phone:** (701) 845 – 8121  
**Email:** tplecity@valleycity.us

CERTIFICATION

I, Raj Patel \_\_\_\_\_ HEREBY request approval of an alcoholic beverage license, as indicated above, from July 1st, 2026 to June 30, 2027.

**I certify that all information, statements, and affirmations contained in this application and all accompanying documents are true and correct.**

Dated this 18 day of June, 2026.

president  
Title



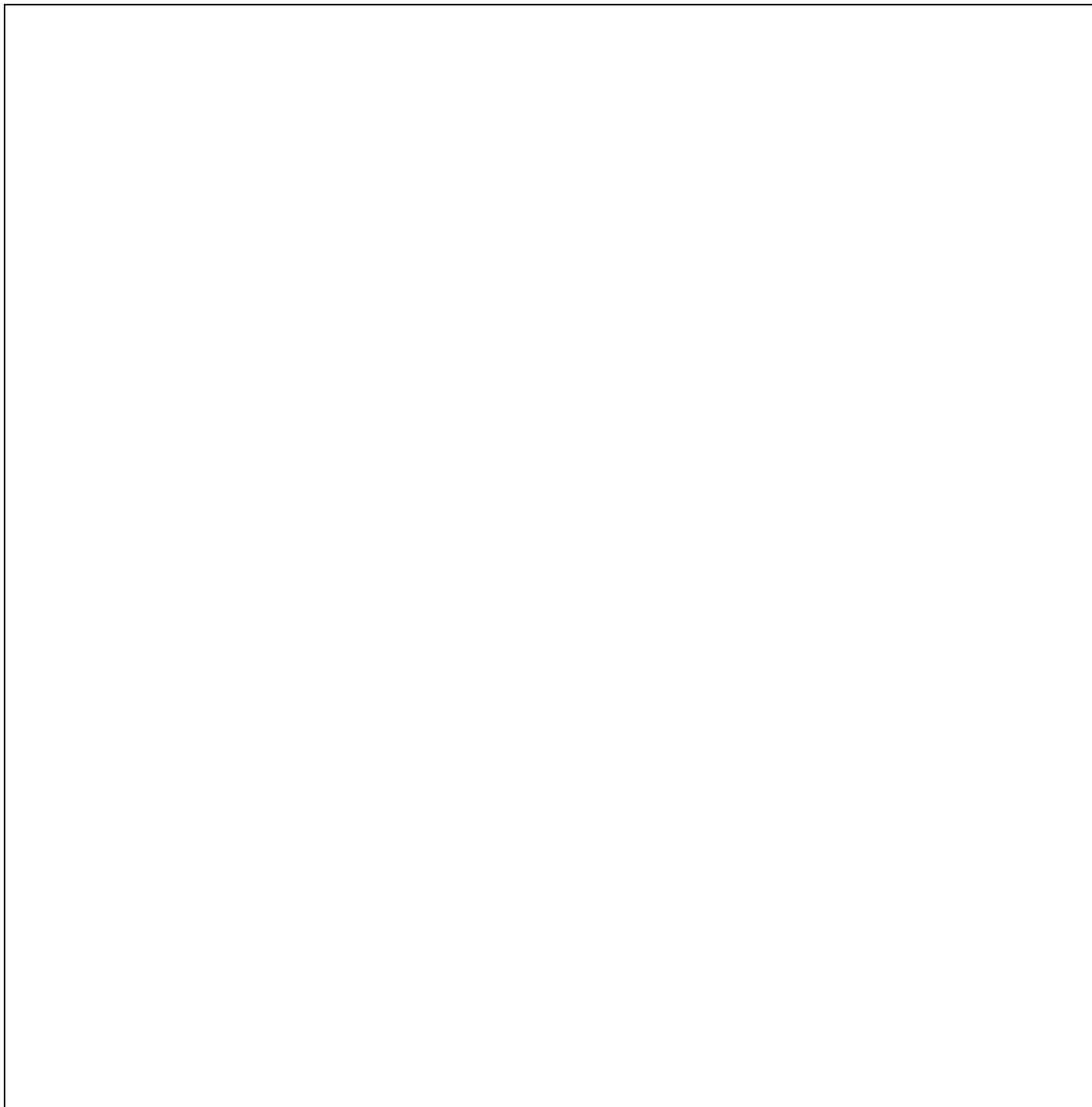
# Alcoholic Beverage Floor Plan

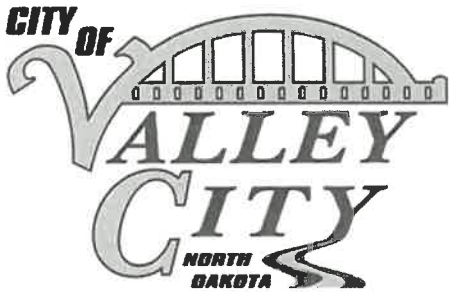
Name of Business: \_\_\_\_\_

Name of Person submitting Floor Plan: \_\_\_\_\_

**Submit one time unless you make changes.**

Using the space below, draw a clear and understandable floor plan of the premises to be/is licensed. Show all exits, bars, dining areas (if any), beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. **Use a different color to outline the area(s)** used for the sale and/or dispensing of alcoholic beverages. This diagram should include outside patio areas, smoking shelters etc. (please use additional sheets of paper as needed).





## City of Valley City, North Dakota Application for Alcoholic Beverage License

**FOR PERIOD: Beginning July 1st, 202~~5~~<sup>6</sup> – June 30, 202~~6~~<sup>7</sup>**

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:** Sky Lanes  
**Owner of Premises:** Robert Drake  
**Ownership Contact:** Robert Drake  
**Mailing Address:** 2379 Elm Street  
**City, State, Zip Code:** Valley City North Dakota  
**Phone Number:** 701-840-0906  
**Email Address:** N/A

**Names and state of residence of all partners, officers, directors, and owners holding a five percent or greater interest in the business:**

Robert Drake North Dakota 100%

**Resident Manager:** Robert Drake  
*May be the licensee/owner if permitted under VCMC 4-01-01(20) and 4-01-05(2)(a).*  
**Mailing Address:** 523 8th Ave SW  
**City, State, Zip Code:** Valley City ND 58072  
**Phone Number:** 701-840-0906  
**Email Address:** N/A

**Type of License Applying For (check all that apply):**  
*Cabaret Licenses sold separately.*

<input type="checkbox"/>	License Class	License Description	Annual Fee <sup>1</sup>
<input type="checkbox"/>	Class A	Club/Lodge -- On-sale and off-sale beer, wine, sparkling wine, liquor	\$2,250
<input type="checkbox"/>	Class B	Beer -- On-sale and off-sale beer	\$250
<input type="checkbox"/>	Class C	Liquor -- On-sale and off-sale wine, sparkling wine, liquor	\$2,000
<input type="checkbox"/>	Class D(1)	Restaurant - Liquor On-sale beer, wine, sparkling wine, liquor	\$2,250
<input checked="" type="checkbox"/>	Class D(2)	Restaurant - Beer/Wine On-sale beer, wine, sparkling wine	\$500
<input checked="" type="checkbox"/>	Class D(3)	Restaurant - Beer On-sale beer	\$250
<input checked="" type="checkbox"/>	Class E	Retail Business On-sale beer, wine, sparkling wine	\$500
<input type="checkbox"/>	Class G	Microbrew Pub, Must hold Class B License	\$500
<input type="checkbox"/>	Class H	Brewer Taproom	\$500
<input type="checkbox"/>	Class I	Private Event/Entertainment Center	\$2,250
<input type="checkbox"/>	Class J	Private Golf Course	\$2,250

*This one*

*Pat 06.22.2026*

**<sup>1</sup>Renewal Applications.** An application for renewal of an existing license, and the applicable fee, are due no later than 5:00 PM on the first Monday in June.

A licensee applying for renewal of a license (except a Class B license) may elect to submit one half of the annual fee with the application, and the second half of the annual fee no later than 5:00 PM on the first Monday in December.

Late fees apply as follows:

\$250 first day

\$100 every day thereafter, until license fee and/or complete application received by City

**LICENSE APPLICATION QUESTIONNAIRE**

The following questions are required to ensure the type of license(s) requested are appropriate for your business, and that the business will be in compliance with local law.

**All Applicants:**

1. Will you sell packaged alcoholic beverages for consumption off or away from the licensed premises?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Will you sell alcoholic beverages for consumption on the licensed premises?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3. Will the premises be leased or under contract for deed to any other individual, partnership, or organization for the sale of alcoholic beverages?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No * If yes, attach separate sheet with explanation.
4. Are any of the individuals named in this application under the age of 21?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Have any of the individuals named in this application been convicted of a misdemeanor or felony offense in the last five years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No * If yes, attach separate sheet with explanation.

**Business Opening Date (new applicants):** \_\_\_\_\_

**Proposed Operating Hours:** 6-10 Monday Thru Friday Friday 6-12 Saturday 6-12 Sunday 12-4:00

**All applicants:**

← See LAYOUT

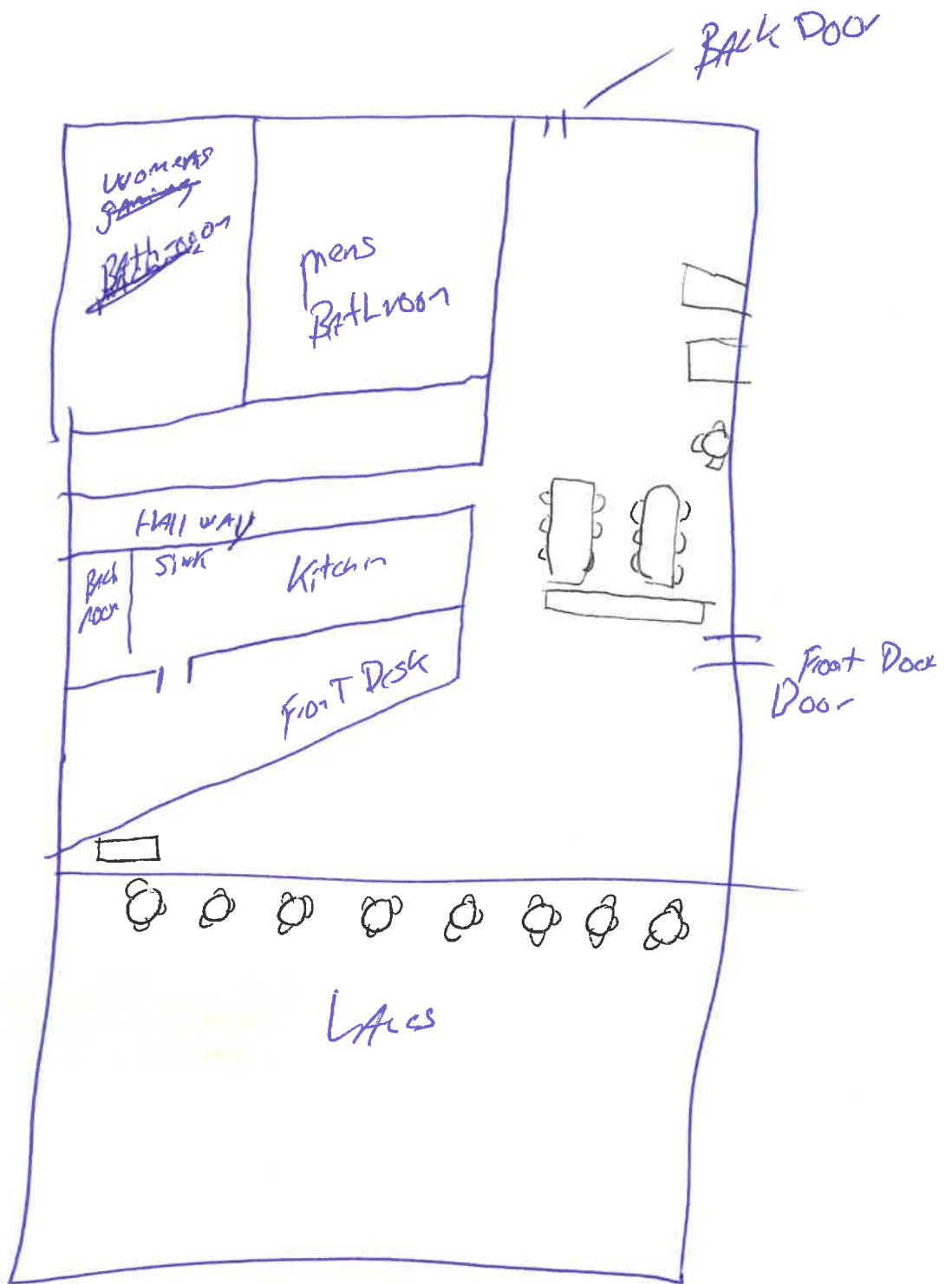
1. Will you allow individuals under the age of 21 to enter the premises? If no, skip to next section.	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	*If yes, please submit a statement from your financial representative certifying that the gross revenue ratio of goods and/or services to alcoholic beverages is in compliance with VCMC Title 4.	
a. Will individuals under 21 years of age be permitted in the room where alcoholic beverages are being opened and mixed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	*If yes, attach separate sheet with explanation.	
b. Will individuals under 21 years of age be permitted in any part of the establishment which is separated from the designated area in which alcoholic beverages are opened or mixed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	*If yes, attach separate sheet with explanation.	

**Class A License Applicants Only:**

1. Is the club/lodge a subsidiary of national organization?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a. Name of national organization:		
b. Years in existence:		
2. Number of local members:		
3. Years local club/lodge in existence:		

**Class D License Applicants Only:**

1. Number of seats exclusive of counter seating:	100	
2. Number of days the restaurant will be open each week:	7	
3. Number of parking spaces available to restaurant:	33	
4. Will you provide a food and meals intended for individual consumption, fully prepared and cooked on the premises, that are not primarily pre-packaged, pre-processed, or pre-prepared foods reheated for fast service, and in which the sale of alcoholic beverages is incidental to the service of food?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



Individuals under 21 will be in permitted consuming area because it is a Bowling Alley.

**Class E License Applicants Only**

1. Zoning District:		
2. Square footage of retail establishment:		
3. Square footage of licensed area:		
4. Is the area to be licensed separated from the non-licensed portion of the business by a wall designed to allow sales personnel to serve customers and make sales in the licensed and unlicensed portions of the premises, and that may allow customers in either portion of the premises access to the other portion?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Will Purchases of alcoholic beverages be made only in the area licensed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Will 70% of the annual gross sales be from goods and services other than alcohol?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Will the business have regular operating hours?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Will alcohol be sold only during regular operating hours?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Will the licensed portion of the premises have 25 or fewer seats?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Class I License Applicants Only**

1. Square footage of licensed premises:		
2. Occupancy load:		
3. Will annual gross receipts from ticket sales and facility rental total at least \$50,000?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Will 60% or more of annual gross receipts of the establishment be derived from tickets, food and rent of the facility?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <i>*If yes, please submit a statement from your financial representative certifying that you are in compliance.</i>
5. Will food be made available at every event?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Will the licensee ensure that there is no permanent bar with seating?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Class J License Applicants Only**

1. Will licensee operate a restaurant on the premises?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Will 50% or more of annual gross receipts of the restaurant be derived from food?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <i>*If yes, please submit a statement from your financial representative certifying that you are in compliance.</i>
3. Will licensee sell alcoholic beverages on the golf course?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <i>*If yes, please submit a letter of approval from an authorized agent of the golf course operator, if different from licensee.</i>

**New Applicant or Relocation Only:**

1. Are the premises listed in this application within 150 feet of a church or synagogue?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>* If yes, submit a letter of support. (Class A lic. excluded)</i>
2. Are the premises listed in this application within 150 feet of public or parochial school grounds?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Are all off-street parking areas for the business lighted?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4. Can the licensed premises be accessed by customers through an interior connection from another business?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**TERMS & CONDITIONS**

**All Applicants:**

1. I have reviewed Title 4 of the Valley City Municipal Code, and I am familiar with the rules and regulations therein. If granted an alcoholic beverage license, I will obey, abide by, and comply with said rules and regulations, along with the laws of the State of North Dakota, as well as any amendments to state or municipal code which may be made in the future.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <i>As long as those rules are constitutional</i>
2. I agree not to sell, serve or dispense, or permit the furnishing of any alcoholic beverage on the licensed premises to a habitual drunkard, an obviously intoxicated person, an individual under 21 years of age, or a person under guardianship after written notice of such guardianship by the legal guardian and during the continuance of such guardianship.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3. I agree that an individual under 21 years of age is not permitted to enter or remain on the licensed premises unless specifically authorized under V.C.M.C. Title 4 and state law.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4. I understand that an alcoholic beverage license is not a property right; the city may decline to issue said license in its discretion; and said license is not transferable except by specific authority of the Board of City Commissioners.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

5. I understand that an alcoholic beverage license authorizes the sale of alcoholic beverages only by the license holder and only upon the specific premises designated in the application and thereafter approved by the Board of City Commissioners.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6. I certify that the Resident Manager and all owners and employees who sell, monitor the sale of, mix, serve, or dispense alcoholic beverages, or who are involved in checking identification or providing admission/security services upon the licensed premises during the course of their regular work requirements and have been employed at least 60 days have attended a responsible server training course approved by the Valley City Police Department.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. I agree to ensure all persons requiring server training receive server training at all times during the license year.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. I agree to keep copies of the server training certificates and produce them for city officials upon request.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9. I agree to inform the City Finance Director in writing within 30 days of any changes in the facts supplied to the City in my initial application and any renewal application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10. I understand that violations of V.C.M.C. Title 4 may result in fines, suspension or revocation of the license, criminal penalties, or all of the above.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**IN ADDITION TO ANY STATEMENT, EXPLANATION OR OTHER DOCUMENTATION REQUIRED ABOVE, SUBMIT THE FOLLOWING WITH YOUR APPLICATION**  
(incomplete applications will not be processed)

- Alcoholic Beverage Floor Plan form (not applicable to renewals unless there are modifications to existing floor plans)
- Transfer Application form, if applicable
- List of employees who attended server training and/or who need to attend server training, and the date of training.

Owner's Statement (not applicable to renewal)  
\* Owner must attach a statement in support of application which explains how the proposed establishment will be a definite asset to the city, and addresses other factors that may be relevant to the decision to approve this application, including but not limited to: (i) proximity of other businesses licensed to sell alcoholic beverages, (ii) effect on neighboring property owners or occupants, (iii) suitability of premises for sale of alcoholic beverages, (iv) zoning regulations, (v) proximity of schools, churches, funeral homes, public buildings, or buildings used by and for minors.

**LICENSE FEE:** \$500<sup>-</sup> (application for new or transfer license prorated based on no. of months remaining in lic year)  
**TRANSFER FEE:** \_\_\_\_\_ (full annual fee x .5; not assessed if transferor and transferee file a joint application at time of renewal and transfer is executed no later than August 30)  
**APPLICATION FEE:** \$125<sup>-</sup> (license fee x .25; applies to new, transfer and relocation applications)  
**PUBLICATION FEE:** \$18.70 (applies to new or relocation applications)  
**LATE FEE:**

Please confirm amounts with Auditor's Office and make checks payable to City of Valley City.

**RETURN TO:** Valley City Auditor  
220 3<sup>rd</sup> St. NE  
Valley City, ND 58072  
**Phone:** (701) 845 – 8121  
**Email:** jhintz@valleycity.us

CERTIFICATION

I, Paul W. HEREBY request approval of an alcoholic beverage license, as indicated above, from July 1st, 2025 to June 30, 2026.

I certify that all information, statements, and affirmations contained in this application and all accompanying documents are true and correct.

Dated this 18 day of June, 2026.

Olehen  
Title:

## Alcoholic Beverage Floor Plan

Name of Business: \_\_\_\_\_

Name of Person submitting Floor Plan: \_\_\_\_\_

**Submit one time unless you make changes.**

Using the space below, draw a clear and understandable floor plan of the premises to be/is licensed. Show all exits, bars, dining areas (if any), beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. Use a **different color to outline the area(s)** used for the sale and/or dispensing of alcoholic beverages. This diagram should include outside patio areas, smoking shelters etc. (please use additional sheets of paper as needed).

ALL READY Submitted  
NO CHARGES TO FLOOR PLAN  
OTHER THAN 4 STAIRS MACHINES  
BUT NO FLOOR PLAN CHARGE  
Beer Sales \$32,000.00  
Food Sales \$5,150.00

**For City Use Only**

**Reviewed by Auditor's Office:**

- Property tax not delinquent. Parcel # \_\_\_\_\_
- Server training list
- Transfer Application, if applicable
- Owner's statement, if applicable
- CPA statement or copy of sales tax returns, if applicable
- Explanation of lease or contract for deed, if applicable
- Explanation of criminal convictions, if applicable
- Letter of support from church or synagogue, if applicable
- Floor plan form, if applicable
- Fees paid
- Public hearing scheduled July 7
- Notice published at least 10 days prior to hearing (new license or relocation) - Sent to TR 06.26.2026

Application deemed complete \_\_\_\_\_  
*Signature* *Date*

**Reviewed by Police Department:**

- \_\_\_\_\_ Server training in good order
- \_\_\_\_\_ Application in good order

Recommendation:  Approve// Deny// Administrative Hearing

\_\_\_\_\_  
*Signature* *Date*

**Reviewed by Fire Department:**

- \_\_\_\_\_ Safety inspection complete

Recommendation:  Approve// Deny// Administrative Hearing

\_\_\_\_\_  
*Signature* *Date*

**Reviewed by Commission**

\_\_\_\_\_ Approved      \_\_\_\_\_ Denied      Date of Final Action \_\_\_\_\_

## RESOLUTION NO. 2530

### A RESOLUTION APPOINTING THE JUDGE OF MUNICIPAL COURT

WHEREAS, the previously elected Municipal Judge of Valley City resigned effective June 1, 2026, creating a vacancy in the office; and

WHEREAS, the unexpired term of the office of municipal judge ends on June 30, 2028; and

WHEREAS, North Dakota Century Code § 40-18.1-05 authorizes the Board to appoint a qualified individual to fill a vacancy in the office of municipal judge for the remainder of the unexpired term; and

WHEREAS, North Dakota Century Code § 40-18.1-07 authorizes the appointment of a municipal judge who does not reside within the city limits, provided the individual otherwise meets the statutory qualifications; and

WHEREAS, the City of Valley City is a rural community with a limited number of licensed attorneys residing within Valley City; and

WHEREAS, the Board finds it necessary and in the public interest to appoint a qualified individual who resides outside the city limits to serve as Municipal Judge for the remainder of the unexpired term;

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

1. Appointment. The Board hereby appoints Lawrence Kropp of Kropp Law Offices, PC, 105 10<sup>th</sup> Street SE, Jamestown, ND 58401, to the office of Municipal Judge for the City of Valley City to serve for the remainder of the unexpired term ending June 30, 2028.
2. Qualifications and Residence. The Board finds and determines that the appointee is a licensed attorney in good standing in the State of North Dakota and is eligible to serve as Municipal Judge pursuant to NDCC § 40-18.1-05 and NDCC § 40-18.1-07, notwithstanding that the appointee resides outside the city limits of Valley City.
3. Oath; Commencement of Duties. The appointee shall take the oath of office as required by law and shall thereupon assume the duties of Municipal Judge.
4. Salary. The appointee shall submit monthly invoices for work performed at a rate of no more than \$300 an hour, or the prorated portion thereof. The City shall pay all invoices within 30 days.

Passed, adopted and approved this 7th day of July, 2026.

---

Michael Bishop, President  
Board of City Commissioners

ATTEST:

---

Brenda Klein, Finance Director

## RESOLUTION 2531

### **A Resolution to Approve Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (amended and restated effective January 2, 2027)**

WHEREAS, the City of Valley City, North Dakota (the “City”) is currently purchasing all electric power and energy the City requires to meet the needs of its customers in excess of its firm power allocation from the Western Area Power Administration (“Supplemental Power”) from Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services (“MRES”) pursuant to the terms and conditions of the Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (amended and restated effective January 2, 2017) (the “S-1 Agreement”) for a term extending through January 1, 2057; and

WHEREAS, it is mutually beneficial to all parties that the base term of the S-1 Agreement, which currently ends on January 1, 2057, be extended until January 1, 2067, to further secure the City’s long-term supply of Supplemental Power and to facilitate future financing of electric generation and transmission projects of MRES on the most advantageous terms and with the least impact on the wholesale power costs of the City and other members of MRES; and

WHEREAS, the other proposed updates to the S-1 Agreement will further clarify the rights and obligations of the parties under the agreement, for the mutual benefit of the City, the other members of MRES, and MRES; and

WHEREAS, the Board of City Commissioners desires that MRES continue to plan for, provide, and arrange for delivery of all Supplemental Power needed by the City.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners that the “Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (as amended and restated effective January 2, 2027)” and “Schedule A” thereto by and among MRES, Western Minnesota Municipal Power Agency, and the City are approved in the form presented.

IT IS FURTHER RESOLVED that each of the City Administrator and City Finance Director shall be, and each of them acting individually hereby is, authorized and directed to execute and deliver to MRES each of the foregoing documents and take any other actions associated therewith on behalf of the City.

Upon calling of the roll, the Resolution was adopted unanimously.

Whereupon, the President declared the Resolution duly adopted on the 7th day of July, 2026.

---

Michael Bishop, President  
Board of City Commissioners

ATTEST:

---

Brenda Klein, Finance Director

---

June 8, 2026

Dear Members,

Missouri River Energy Services (“MRES”) was formed over 60 years ago to help our members protect the allocations of hydropower they receive from the Western Area Power Administration (“WAPA”). Shortly after MRES was formed, WAPA informed its customers that their hydropower allocations would be capped at 1977 levels, requiring them to find an alternative source for their supplemental power supply needs. MRES then assumed a second core purpose – to secure and provide our members the power supply needed to serve all of their future load growth.

MRES fulfills its power supply obligation to its members through long-term power sale agreements with its 61 member communities. For 58 of our members, those agreements are called Power Sale Agreements (S-1), or “S-1 Agreements”, to reflect the supplemental power supply obligation of MRES, over and above the members’ WAPA allocations.

The S-1 Agreements are at the core of all we do at MRES. The agreements give our members the assurance that they will have all of the power they need to serve their communities. The agreements also ensure we will have the financial resources we need to provide the power and other services our members desire, while also serving as strong security for the tax-exempt bonds issued to fund the generation and transmission resources required to serve our members.

The first S-1 Agreements were signed in 1976. Those initial agreements had a term of 40 years. Since that time, the agreements have been amended five times, each time with 100% member approval. The primary reason for these amendments has been to extend the term of the agreements to 40 years. This 40-year term is important, allowing the issuance of tax-exempt bonds at some of the most favorable rates available, which in turn enables MRES to have some of the lowest wholesale power rates in the region.

As you hopefully heard at one of our Area Meetings last fall or at our Annual Meeting in May, it is once again time to extend the term of the S-1 Agreements. The last extension was nearly ten years ago, in 2017.

I’m happy to report that the S-1 Agreements are otherwise in good shape. The primary change to the agreement is to extend its term by 10 years, so that it will now expire in 2067. The other changes are very limited in scope. They are intended to update terminology to reflect current industry usage and help protect the benefits of tax-exempt financing.

Along with this letter, you are receiving several other documents designed to help assist you in reviewing and considering the revised S-1 Agreement, including a redlined draft of the S-1 Agreement showing all changes proposed to the current agreement. We ask that you please

review this information closely, and that you also provide the information to your city attorney and/or utility attorney.

We know you may have questions as you review the revised S-1 Agreement and associated documents. We have scheduled two webinars to review the proposed changes to the agreement. The first will be held on June 23 from 8:30-10:00 a.m. and the second on July 7 from 8:30-10:00 a.m. We hope you and your attorney will be able to join one of these webinars. We will record one of the sessions and make it available on our website for those who are unable to attend either one.

MRES staff will also be otherwise available to discuss the revised S-1 Agreement with you. If you'd like, we will make a staff member available for a call or virtual meeting or to come to your community to make a presentation to your governing board at a time that is convenient for you. We want to make sure you understand the revised agreement and associated documents.

As noted above, this is the sixth time the S-1 Agreements have been amended, and each time 100% of the amended S-1 Agreements have been approved by the membership. Our goal is to make an announcement in December that, once again, 100% of our S-1 members have approved and signed the extended S-1 Agreement. To meet this schedule, we ask that you review, consider, and approve the extended agreement and associated documents by November 1, 2026.

Thank you for your continued partnership with MRES. We look forward to many more years of serving you and meeting your power supply needs.

A handwritten signature in black ink, appearing to read "MRES CEO", is positioned above the typed name of the signatory.

Sincerely,  
President & Chief Executive Officer

To: MRES S-1 Members

From: Dan Harmelink, MRES General Counsel

Date: June 8, 2026

Re: Extension of Power Sale Agreements (S-1)

This memo describes the changes being proposed to the Power Sale Agreement (S-1) (the “S-1 Agreement”) between Missouri River Energy Services (“MRES”) and its S-1 members. This memo is provided to supplement and aid your review of the revised S-1 Agreement, explaining the substantive changes being proposed. A “4-Step Guide” is being separately provided to assist with procedural steps related to the consideration and adoption of the revised S-1 Agreement.

The primary proposed change to the S-1 Agreement, and the reason for the revised agreement, is the extension of the agreement’s term from 2057 to 2067. This extension is vitally important to the continued ability of MRES to provide supplemental power to its members on the cost-effective basis they expect and deserve. The extension allows Western Minnesota Municipal Power Agency (“WMMPA”), the asset-owning and financing arm of MRES, to issue tax-exempt bonds on very favorable terms and it enables MRES to engage in more efficient, long-term resource planning.

Before addressing each of the proposed substantive changes to the S-1 Agreement, two general comments are warranted with respect to the revised S-1 Agreement.

- The proposed changes to the S-1 Agreement are limited in number and in scope, as you will see from the redlined draft of the agreement. The driver for the revised S-1 Agreement is the need to extend the term of the agreement as noted. The rest of the agreement remains in good shape, despite continuing changes within the electric industry. There are a handful of other substantive proposed changes to the agreement, but none that materially alter the parties’ respective rights and obligations under the S-1 Agreement.
- The MRES Board of Directors directed MRES staff to make sure all revisions to the S-1 Agreement are ultimately beneficial to the members. The revised S-1 Agreement reflects this directive. All proposed changes are designed to enhance the overall strength of our members and their ability to provide reliable and cost-effective power to their communities.

The following is an explanation of each of the substantive changes to the S-1 Agreement being proposed by MRES. As shown by the redlined draft of the revised agreement, there are also non-substantive terminology updates intended to clean-up and clarify certain aspects of the agreement. The non-substantive updates are not explained below.

- **Section 1 – Definitions.** A handful of new defined terms were added to the agreement, either to support existing terms of the agreement or to supplement new or revised terms, as discussed below. The following definitional additions and changes are substantive in nature:
  - Section 1(d) adds a definition for “Environmental Attributes”, which is defined to encompass Renewable Energy Certificates, Emission-Free Energy Certificates, and similar products attributable to the reduction or avoidance of environmental impacts on air, soil, or water. This definition is used in Sections 3(a) and 3(a)(ii) of the agreement, as further described below.
  - Section 1(f) revises the definition of “Green Energy” to include the potential use of Environmental Attributes for a member desiring Green Energy. This is further addressed in Section 3(a)(ii) of the agreement, as discussed below.
  - Section 1(z) updates the definition of “Power Supply Contract(s)” to more clearly encompass qualifying power supply contracts between MRES and WMMPA or any future power supplier.
  - The definition of “Uncontrollable Forces” was struck because it does not require definition. The concept of uncontrollable forces is addressed in Section 13 of the agreement but there is no need to separately define the term.
- **Section 2 – Term.** As noted above, the term of the agreement is being extended by ten years, to expire on January 1, 2067. This is consistent with all five prior amendments to the S-1 Agreement, in which the term of the agreement was extended to 40 years.
- **Section 3 – Sale of Power and Energy.** This section was revised in three respects:
  - Section 3(a) was updated to clarify that MRES’s obligation to maintain a portfolio of resources sufficient to ensure compliance with state or federal energy requirements also applies to environmental requirements, such that MRES must maintain a resource mix and products (e.g., Environmental Attributes) sufficient to enable member compliance with applicable environmental requirements. This currently applies most directly to Minnesota members and compliance with Minnesota’s Renewable Energy Standard and Carbon Free Standard.
  - Section 3(a)(i) extends the first Maximum Rate of Delivery (“MROD”) election date from 2027 to 2037. Under the MROD terms, a member may elect to cap its purchases from MRES at certain times during the term of the agreement. Because the extended agreement will take effect on January 1, 2027, an initial MROD election date of 2027 is impractical. Also, with prior extensions of the S-1 Agreement, the MROD election date has historically been extended 10 years, so the current proposed extension is in line with past practice.

- Section 3(a)(ii) was revised to reflect a member’s right to elect to purchase Environmental Attributes as an alternate means of causing its power supply makeup to be considered more renewable or carbon-free in nature. This more clearly memorializes what is being done through MRES’s Bright Energy Choices program.
- **Section 9 – Covenants of Municipality.** A new covenant was added in subsection (c) of Section 9 to help prevent actions by members with respect to the S-1 Agreement, or power delivered under it, that could affect the tax-exempt nature of bonds issued by WMMPA, thereby increasing the S-1 energy rates paid by all members. Federal income tax law limits the ability of municipal utilities to sell output from facilities financed with tax-exempt bonds to private parties pursuant to certain types of power purchase agreements, commonly referred to as the “private business use” rules. Because tax-exempt financing is used to fund WMMPA generation resources used by MRES to sell power to its members under the S-1 Agreements, the private business use rules apply here.

The addition of the covenant in Section 9(c) is intended to raise awareness of these limitations and further ensure compliance. Similar terms are contained in many other long-term power sale agreements between municipal joint action agencies and their members, but have not before been included in the S-1 Agreement. The sale of power by a municipal utility pursuant to an established rate tariff of rate schedule will not implicate this covenant; the covenant is designed to address certain fixed term power purchase agreements with commercial customers. If a member enters into a fixed term power purchase agreement with a customer, care should be taken to ensure there are no issues under the private business use rules.

- **Section 11 – Metering.** Duplicative language was removed from this section.
- **Section 13 – Uncontrollable Forces.** Minor updates were made to this section to clarify and make more internally consistent the terms applicable to an uncontrollable force impacting the performance of a party under the agreement.
- **Section 26 – Security for Power Supply Contracts.** A few terminology clarifications were made to subsection (b) of this section, to better relate the language to the S-1 Agreements with all S-1 members.
- **Section 28 – Entire Agreement.** This section was updated to better reflect the effective date of the revised S-1 Agreement and associated impact on the current agreement, with the revised S-1 Agreement superseding and replacing the current agreement effective as of January 2, 2027.

[End of Memo]

# 4 Step Guide:

## Extending the S-1 Agreement<sup>1</sup>



### 1. Consider proposed changes

Included with this 4-Step Guide is the information and documentation necessary to review and amend the current Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (the “S-1 Agreement”).

The management and governing body(ies) of your municipality, and your city attorney/utility attorney should set aside time to read these and become familiar with the proposed amended and restated S-1 Agreement and Schedule A to the agreement.

- A. Forward this 4-Step Guide and associated documentation to your city attorney/utility attorney as soon as possible. Your attorney must provide a Legal Opinion to MRES prior to **November 1, 2026**. See item 4 below.
- B. Develop a schedule for reviewing the materials with your attorney and your governing body(ies) so all steps can be completed prior to **November 1, 2026**.
- C. Register for one of the **free MRES webinars** on the amended and restated S-1 Agreement, which will be led by MRES General Counsel Dan Harmelink. One will be held on **June 23, 2026** from **8:30-10:00 am**, and the other on **July 7, 2026** from **8:30-10:00 pm**. Please invite your attorney to join you for the webinar.
- D. Contact MRES to ask specific questions and to arrange for an MRES staff member to come to your community to discuss the proposals with your governing body.
- E. If you will be discussing the matter with a majority of your governing body at a meeting prior to the one at which the amended and restated S-1 Agreement will be voted on, you must provide notice of the public meeting as indicated in item 2 below.






---

<sup>1</sup> This **4 Step Guide** provides a general description of the procedural steps required for a municipal entity to take action to approve long-term contracts, such as the S-1 Agreement. **These are general guidelines only, and your state or local requirements may vary.** Please consult your city attorney/utility attorney for specific procedures and issues applicable to your municipal utility. Also, some communities that have a utility board may have independent authority to act, while others may require additional approval by the city council for the authorization to be valid. If you are not sure which situation applies to your community, please *consult your city attorney/utility attorney*.

## 2. Adopt resolution

Your governing body(ies) must adopt the Resolution approving the amended and restated S-1 Agreement and Schedule A<sup>2</sup> to the agreement. (See subparagraph G below if your community has two governing bodies, i.e. one for the utility and a separate city governing board that must also approve the agreement.)

- A. **Agenda:** Include an agenda item on the utility board/city council meeting schedule to consider and adopt the Resolution. 
- B. **Notice:** Provide notice of meeting and the proposed agenda as required by state law.
- C. **Prepare Resolution:** Prepare the “Resolution to Approve the Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (amended and restated effective January 2, 2027)”. For your convenience, a template is provided in Microsoft® Word format. Use the Resolution template for ONE governing body, unless your utility has a separate governing body and your city must also approve these agreements. (If you are not sure, please consult your city attorney/utility attorney.) 
- D. **Meeting:** At the time and place set for the meeting, at which a quorum (majority) of the governing body is present:
  - (1) Introduce the Resolution;
  - (2) Motion and second to consider adoption of the Resolution;
  - (3) Conduct discussion;
  - (4) Call for vote on approval of the Resolution; and 
  - (5) Conduct a roll call vote (required by most states) and declare the outcome of Resolution (e.g., adopted, failed).
- E. **Minutes:** Prepare minutes of the meeting, including the agenda item, discussion, and roll call vote, and include the full text of the Resolution in the minutes (use the “Sample Minutes” Microsoft® Word document template provided as a guide for the language to include in the minutes).
- F. **Approve Minutes:** At the following meeting, approve the minutes containing the Resolution. Then, prepare a certified copy (stamped or sealed) of the entire approved minutes.
- G. **If you have TWO Governing Bodies:** If your utility has a separate governing board and its long-term agreements must also be approved separately by the city governing body, you might be required to adopt two resolutions. **Please consult with your city attorney/utility attorney** to find out if your utility board has independent authority to enter into these agreements or whether it must also be approved by the city.
  - (1) Utilize the template for the Resolutions for TWO governing bodies.

---

<sup>2</sup> Schedule A (Points of Delivery, Measurement, and Adjustments) to the S-1 Agreement is tailored to each community and identifies the exact facilities where power and energy are exchanged and measured, as well as required adjustments or other conditions. Schedule A must be approved and signed in addition to the amended and restated S-1 Agreement.

- (2) Create one Resolution for the utility governing body to make a recommendation to the city governing body, and complete steps A through F. Provide a copy of the Minutes to the city governing body as soon as it has been passed and signed.
- (3) Create a second Resolution for the city governing body.
- (4) Complete steps A through F.

### 3. Execute documents

Once your governing body(ies) have authorized the execution of the amended and restated S-1 Agreement and Schedule A, they must be signed, attested, sealed, and certified (if necessary), and sent to MRES before November 1, 2026.

- A. Gather all documents. Provide two signed originals of each document.
  1. Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (as amended and restated effective January 2, 2027);
  2. Schedule A to amended and restated S-1 Agreement.
- B. Execute all documents.
  1. Sign: One of the persons authorized by and named in the Resolution must sign, print their name, title, and the date where indicated on each original document.
  2. Attest: Each signature must be attested by having the city clerk, council secretary, or similar officer sign on the line below the word “Attest” and print their title where indicated on each original document.
  3. Seal: Imprint the governing body’s official seal (by impression or ink stamp) where indicated on each original document.
  4. Certify: Where a certified copy is required (Minutes, Resolution), the city clerk, council secretary, or similar officer must write on the copy words to the effect that “This copy is a true and correct copy of the original on file with [governing body].”, then sign below the statement, and apply the official seal to the copy.
- C. Mail to MRES before November 1, 2026. When all documents (S-1 Agreement; Schedule A; Resolution(s); Minutes) have been fully executed and/or certified, mail all of the originals to:



Missouri River Energy Services  
ATTN: Tasha Altmann, Senior Paralegal  
PO Box 88920  
Sioux Falls, SD 57109-8920

## 4. Get legal opinion

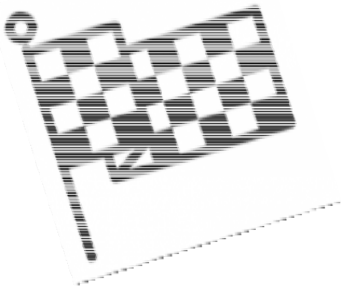


Request a legal opinion from your city attorney/utility attorney regarding the amended and restated S-1 Agreement. If your attorney has questions, he or she may contact Dan Harmelink, General Counsel, at 605-251-2515 or [dan.harmelink@woodsfuller.com](mailto:dan.harmelink@woodsfuller.com).

- A. Request a Legal Opinion. Before the amended and restated S-1 Agreement can be accepted by MRES and Western Minnesota Municipal Power Agency, your attorney must provide a legal opinion prior to November 1, 2026. Ask your attorney to review the S-1 Agreement and associated documents, including specifically the form of the legal opinion noted below, and to provide such an opinion for your community.
- B. Form of Legal Opinion. Included in the materials you have received is a template of the legal opinion to be provided. Your attorney will need this to understand what kind of opinion is required by MRES.
- C. Mail Legal Opinion to MRES prior to November 1, 2026. Ask your city attorney/utility attorney to send the legal opinion directly to MRES, Attn: Tasha Altmann, with a copy to you, prior to November 1, 2026.

If you have any **questions concerning the proper procedure** to approve these agreements, please **consult your city attorney or utility attorney**.

If you have **questions regarding the contents** of any of the S-1 Agreement documents, please contact **Dan Harmelink or Alex Abplanalp at MRES at 1-605-338-4042**.



MISSOURI BASIN MUNICIPAL POWER AGENCY  
POWER SALE AGREEMENT (S-1)

(as amended and restated effective January 2, 2027)

This Power Sale Agreement (S-1) was made originally as of April 16, 1981, was subsequently amended and restated, and is hereby further amended and restated, effective as of January 2, 2027 (the “Agreement”), among MISSOURI BASIN MUNICIPAL POWER AGENCY, a body corporate and politic organized under Chapter 28E of the Code of Iowa and doing business as Missouri River Energy Services (“Agency”), WESTERN MINNESOTA MUNICIPAL POWER AGENCY, a municipal corporation and political subdivision of the State of Minnesota (“Western Minnesota”), and City of VALLEY CITY, a municipal corporation of the State of North Dakota (“Municipality”), each referred to as a “Party” or collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Municipality owns and operates an electric utility system and currently purchases all or a portion of its requirements for electric power and energy from the Western Area Power Administration (“WAPA”); and

WHEREAS, Agency has entered into or may enter into agreements for the sale of electric power and energy with provisions similar to those contained in this Agreement with other member municipalities which own and operate electric utility systems (Municipality and such other municipalities being referred to collectively as “Municipalities” and this Agreement and such other agreements, as the same or any thereof may hereafter be amended, modified, or extended, being referred to collectively as the “Power Sale Agreements (S-1)”); and

WHEREAS, Agency has entered into a Power Supply Contract with Western Minnesota originally dated as of October 1, 1976, as subsequently supplemented, amended, restated, and updated (the “Power Supply Contract”), and may enter into future power supply contracts (such documents, along with the Power Supply Contract, as they may be supplemented, amended, restated, or updated in accordance with the provisions thereof, and otherwise meeting the requirements of this Agreement, being

referred to collectively as the “Power Supply Contracts”) pursuant to which Agency will acquire power and energy from projects designated therein or in a supplement thereto for the purposes of meeting Agency’s obligations to Municipalities under the Power Sale Agreements (S-1) and to other members of Agency under other long-term power sale agreements (the “Other Power Sale Agreements (Non S-1)”) and, together with the Power Sale Agreements (S-1), the “Municipal Power Sale Agreements”) with payments therefor by Agency to be made as provided in the Power Supply Contract; and

WHEREAS, the Power Supply Contract requires Agency to secure its obligations thereunder by a pledge and assignment to Western Minnesota (Western Minnesota shall be designated as the “Power Supplier,” and each future power supplier under any future Power Supply Contract shall be designated individually as a “New Power Supplier”) of its right, title, and interest in and to certain revenues of Agency, including without limitation all payments to be made under this Agreement; and

WHEREAS, Agency is willing to plan for and provide to meet Municipality’s supplemental requirements for power and energy above the amount of power and energy Municipality purchases from WAPA on an integrated resource Agency-system-wide planning basis as part of Agency’s planning for all of its obligations under the Municipal Power Sale Agreements; and

WHEREAS, the power and energy required by Agency to meet its obligations under the Municipal Power Sale Agreements come from generation sources that may be within the geographic footprint of centralized electricity markets for the sale of power and/or energy (collectively, the “Markets”) and requires transmission over facilities that are under the control of the operator of the regional transmission system in the respective geographic region, *i.e.* the Midcontinent Independent System Operator (“MISO”) and the Southwest Power Pool (“SPP”) or any successor regional transmission organizations (“RTO”), each which has established, and is governed by, rules and tariffs that require Agency (a) to make arrangements for the supply of power or energy or both, (b) to separately make arrangements for the physical delivery of such power and energy to enable Municipality to accept that power and energy, and (c) to pay separately for each product in the respective Market; and

WHEREAS, Municipalities that are served under the Power Sale Agreements (S-1) are located within the geographic footprints of such Markets; and

WHEREAS, Agency will be better positioned to minimize the overall cost of power and energy for Municipalities served under the Power Sale Agreements (S-1) by clearly defining its obligation to supply power and energy to Municipalities within the rules and tariffs of the Markets within which Municipalities are located; and

WHEREAS, the separate transmission service necessary to deliver power and energy to or for the benefit of Municipalities, as well as the costs associated with such service, define Agency's delivery obligation, and such service shall be based on the actual cost of transmission to each Municipality.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

Section 1. DEFINITIONS.

The following terms, when capitalized throughout this Agreement, shall have the meanings stated as follows:

- (a) Agency – Missouri Basin Municipal Power Agency, a body corporate and politic organized under Chapter 28E of the Code of Iowa and doing business as Missouri River Energy Services;
- (b) Agreement – this Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) among Agency, Western Minnesota, and Municipality;
- (c) CTC – Competitive Transition Charge, as more specifically provided in Section 7(d);
- (d) Environmental Attributes – any renewable energy certificates, emission-free energy certificates, alternate energy certificates, energy attribute certificates, emission offsets, or other current or future certificates, credits, benefits, emissions reductions, offsets, or allowances, however titled, named, created, registered, tracked, validated, measured, or allocated, resulting from a renewable energy resource or carbon-free energy resource that (i) are at any time recognized or deemed of value by any buyer, law, regulation, or mandatory or voluntary program of any government or other person and (ii) are attributable to or associated with the reduction or avoidance of greenhouse gas emissions or other environmental

impacts on air, soil, or water; *provided, however*, Environmental Attributes specifically exclude any and all federal and state production tax credits, investment tax credits, and any other tax credits that are or may be generated by facilities from which Environmental Attributes are produced;

(e) FERC – Federal Energy Regulatory Commission, such definition to include any successor governmental agency or entity thereto;

(f) Green Energy – an optional component of Supplemental Power that allows Municipality (i) to request that the Supplemental Power sold by Agency to Municipality consist of an amount comprised of energy derived from generation sources using renewable, carbon-free, or other environmentally-friendly resources, to include any capacity required to back up the energy resources, or (ii) to request Environmental Attributes from Agency, each as more specifically provided in Section 3(a)(ii);

(g) Load Serving Requirements – certain minimum standards, including but not limited to power factor, underfrequency load shedding, undervoltage load shedding, and other requirements, that may be imposed by a third party, including but not limited to NERC, MRO, an RTO, or a transmission owner;

(h) Market(s) – the organized capacity market(s) and/or energy market(s) operated by one or more RTO, including MISO and SPP;

(i) MISO – Midcontinent Independent System Operator, Inc., which is an RTO approved by FERC, such definition to include any successor organization, agency, or entity thereto;

(j) MRO – Midwest Reliability Organization, which is that regional entity to which NERC has delegated authority to ensure compliance with mandatory reliability standards, such definition to include any successor organization, agency, or entity thereto;

(k) MROD – Maximum Rate of Demand; the maximum obligation of Agency to supply and Municipality to purchase Supplemental Power, when such maximum is elected by Municipality and established as more specifically provided in Section 3(a)(i);

(l) MROD Date – the date on which the MROD first applies, beginning with the first day of the summer season following the second year after Municipality delivers the written notice to Agency of its intention to establish an MROD, as more specifically provided in Section 3(a)(i);

(m) Municipal Power Sale Agreement(s) – any one of a number, or collectively all, of the contracts between Agency, Western Minnesota, and Municipality or other Municipalities for the supply of power, energy, and related services, each as provided therein, including (i) the Power Sale Agreements (S-1) and (ii) the Other Power Sale Agreements (Non S-1);

(n) Municipality – City of Valley City, a municipal corporation of the State of North Dakota, that owns and operates an electric utility system for the retail sale of electricity to consumers, and which is a member of Agency;

(o) Municipalities – collectively refers to Municipality and those other municipalities that own and operate electric utility systems for the retail sale of electricity to consumers, are members of Agency, and have entered into a Municipal Power Sale Agreement;

(p) NERC – North American Electric Reliability Corporation, which is that international electric reliability organization for North America which is responsible for assuring the reliability of the bulk power system, and subject to oversight by FERC and governmental authorities in Canada, such definition to include any successor organization, agency, or entity thereto;

(q) New Power Supplier – any entity with which Agency may hereafter enter into a contract providing for the acquisition by Agency of power supply resources pursuant to an agreement that satisfies all applicable requirements of the Power Supply Contract relating to the opening of the pledge, as provided for in Section 26, and as is more specifically provided in Section 27; *provided, however*, New Power Supplier shall not include MISO, SPP, or a similar administrator of a Market;

(r) Non-Tax Exempt Funds – funds that are not derived from the proceeds of debt the interest on which is excludable from the gross income of the owners under Tax Laws;

(s) Other Power Sale Agreements (Non S-1) – power supply agreements among Agency, Western Minnesota, and one or more Municipalities under terms substantively different than those of the Power Sale Agreements (S-1);

(t) Parties – Agency, Western Minnesota, and Municipality, collectively;

(u) Party – any of Agency, Western Minnesota, or Municipality, individually;

(v) Point(s) of Delivery – a location that represents the boundary of the transmission facilities that are under the functional control of an RTO at or near the town gate of Municipality, which specific location(s) for Municipality shall be as set forth in Schedule A, as may be revised from time to time as provided in this Agreement;

(w) Point(s) of Measurement – the interconnection point between Municipality’s distribution system and the transmission/sub-transmission system, as is specifically defined for Municipality in Schedule A, as may be revised from time to time as provided in this Agreement;

(x) Power Sale Agreements (S-1) – power sale agreements among Agency, Western Minnesota, and Municipalities, entered into for the sale of supplemental power and transmission service with members of Agency, the first of which were executed by certain Municipalities on or about October 1, 1976, amended on or about January 1, 1986, amended and restated as of January 1, 1993, amended and restated as of January 1, 2000, amended and restated as of January 1, 2007, and amended and restated as of January 2, 2017, and are being amended and restated as of the date of this Agreement;

(y) Power Supplier – pursuant to the Power Supply Contract, means Western Minnesota;

(z) Power Supply Contract(s) – that agreement between Agency and Western Minnesota, dated as of October 1, 1976, supplemented as of June 1, 1983, amended and restated as of November 1, 1985, amended and restated as of July 1, 2003, amended and restated as of September 15, 2006, and amended and restated as of March 8, 2018, and as thereafter supplemented, amended, restated, and updated, and any agreement between Agency and a New Power Supplier meeting the requirements of this Agreement, in each case pursuant to which Agency acquires power and energy from projects designated

in such agreement or in a supplement thereto for the purposes of meeting Agency's obligations to Municipalities under the Municipal Power Sale Agreements;

(aa) Prudent Utility Practices – any of the practices, methods, and acts at a particular time which, in the exercise of reasonable judgment in the light of the facts, including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition;

(bb) RTO(s) – Regional Transmission Organization(s) and/or Independent System Operator(s) which have been approved by FERC to independently operate the electric power grid minute-by-minute in established geographic regions to ensure that power and energy get to customers, to eliminate power shortages, and to administer approved transmission tariffs for fair and non-discriminatory access to the power grid;

(cc) S-1 Supplemental Power Rate Schedule – the Rate Schedule, attached hereto as Schedule B, that provides for the rates, terms, and conditions pursuant to which Municipality shall pay Agency for all Supplemental Power, as such schedule may be revised from time to time, pursuant to Section 7;

(dd) S-1 Transmission Rate Schedule – the Rate Schedule, attached hereto as Schedule C, that provides for the rates, terms, and conditions pursuant to which Municipality shall pay Agency for all Transmission Service, as such schedule may be revised from time to time, pursuant to Section 7;

(ee) SPP – Southwest Power Pool, Inc., which is an RTO approved by FERC, such definition to include any successor organization, agency, or entity thereto;

(ff) Supplemental Power – all power, energy, and related products and services, as more specifically provided in Section 3;

(gg) Tax Laws – federal income tax laws governing or affecting the exclusion of interest on debt from the gross income of the owners for federal income tax purposes (whether then outstanding or thereafter to be issued), as those laws may be amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any

rulings promulgated thereunder, or as affected by a decision of any court of competent jurisdiction; any reference to indebtedness for which the exclusion of interest from gross income of the owners for federal income tax purposes shall also include any debt for which a federal tax credit is allowed to the issuer or owner of the debt, commonly known as “tax advantaged bonds,” such as Build America Bonds, Clean Renewable Energy Bonds, Qualified Energy Conservation Bonds or similar obligations as shall be permitted under current or future provisions of the Internal Revenue Code of 1986, as amended;

(hh) Term – the dates during which this Agreement shall be effective, as provided in Section 2;

(ii) Transmission Service – those products and services necessary to deliver (i) Supplemental Power to the Point(s) of Delivery for Municipalities in SPP, and (ii) Supplemental Power and WAPA Power to the Point(s) of Delivery for Municipalities in MISO;

(jj) Transmission Zone – a defined location within an RTO which relates to a pricing region that includes specifically identified transmission facilities used to deliver power and energy;

(kk) WAPA – Western Area Power Administration, one of four federal power marketing administrations within the U.S. Department of Energy whose role is to market and transmit wholesale electricity from multi-use water projects, the definition of WAPA to include any successor governmental agency or entity thereto;

(ll) WAPA Power – the amount of power and energy, and related ancillary services, scheduling services, market services, and other products and services, allocated and provided to Municipality by WAPA pursuant to a long-term agreement between Municipality and WAPA; and

(mm) Western Minnesota – Western Minnesota Municipal Power Agency, a Minnesota municipal corporation and political subdivision, organized under Minnesota Statutes Chapter 453.

## Section 2. TERM.

This Agreement as originally executed and delivered by Municipality became effective April 16, 1981, and shall remain in effect for a Term extending through hour ending 24:00 January 1, 2067 (the

“Term”). Upon the expiration of the Term, this Agreement shall remain in effect as permitted by law unless and until terminated by Agency or Municipality upon not less than one year written notice.

Section 3. SALE OF POWER AND ENERGY.

(a) Supplemental Power. Agency shall sell to Municipality, and Municipality shall purchase and receive from Agency, for the Term of and as provided in this Agreement, all power and energy required by Municipality to meet the needs of all of its consumers over and above the amounts of WAPA Power available to Municipality from WAPA as of the date of this Agreement (“Supplemental Power”). Supplemental Power includes all products and services to acquire power and energy, which includes but is not limited to ancillary services, reserves of any type, congestion, and energy losses related to Supplemental Power, regulation and frequency response, reactive supply and voltage control from generation sources, and any other related products or services. Supplemental Power does not include any Transmission Service. Agency shall adjust and maintain the portfolio of resources and products (e.g., Environmental Attributes) used to meet its Supplemental Power obligation to ensure Agency’s and Municipality’s ability to comply with any state or federal energy or environmental requirements that are or may be imposed on wholesale or retail load serving entities associated with the provision of power and energy pursuant to this Agreement.

Agency’s obligation under this subparagraph (a) shall be subject to the following conditions:

(i) Establishment of MROD. If Agency has established an MROD for Municipality as described in this subsection (a)(i), Agency’s responsibility to meet its Supplemental Power obligation for the remaining term of this Agreement shall be limited to the MROD plus any additional amounts attributable to the occurrence of the events described in subsection (b)(i) of this Section. If an MROD is established, Municipality shall purchase all power and energy offered by Agency at a rate of delivery up to the MROD at any time of day and under the same rates as any other Municipality receiving service from Agency under a Power Sale Agreement (S-1). (In order to provide additional clarity, the MROD will be the lesser of Municipality’s actual supplemental load in every hour or the MROD. Thus, the power and energy supplied by Agency

could be at 100 percent load factor.) Agency shall notify Municipality in writing on or about April 1 and again on or about September 1 of 2037 and each fifth year thereafter of Municipality's opportunity to establish an MROD by providing written notice to Agency by December 31 of that same year. Agency shall not establish an MROD for Municipality unless by December 31, 2037, or between October 1 and December 31 of each fifth year thereafter through December 31, 2062, Municipality delivers a written notice to Agency requesting an MROD be established as of the date and in the manner described as follows: the MROD for Municipality shall become effective on a bi-seasonal (summer and winter) basis beginning with the first day of the summer season following the second year after Municipality delivers the written notice to Agency (the first day of that summer season shall be designated as the MROD Date). (For example, if Municipality delivers the notice on or before December 31, 2037, to establish an MROD beginning in 2040, the MROD Date will be the first day of the summer season in 2040.) The summer and winter seasons shall be those recognized by Agency as of January 1 of the year in which the MROD Date occurs. The MROD for each season shall be fixed in an amount equal to the average of the three seasonal maximum rates of demand of Supplemental Power from Agency to Municipality during the corresponding season of the three prior years before the MROD Date (the same season of that previous year and the two years immediately prior to that previous year). Agency shall notify Municipality in writing of its MROD for the summer season by January 1 of the year in which the MROD Date occurs and the MROD for the winter season by July 1 of that year. An MROD will not be established for Municipality before the summer season of 2040.

(ii) Green Energy. Upon the written request of Municipality, the Supplemental Power sold by Agency to Municipality shall consist of an amount specified by Municipality, for a mutually agreeable term of years, comprised of Green Energy. The selection of generation sources or Environmental Attributes used by Agency to provide Green Energy shall be in accordance with applicable federal and state laws and regulations. Agency's revenue

requirements for acquiring and providing Green Energy will be separated from the revenue requirements associated with the system supply comprising the remainder of its Supplemental Power and the cost of the Green Energy will be separately charged to Municipality requesting such service.

(b) WAPA Power.

(i) If WAPA reduces the amount of WAPA Power available to Municipality, Agency shall sell as part of the Supplemental Power provided by Agency, and Municipality shall purchase as part of the Supplemental Power provided by Agency, that portion of the amount of WAPA Power previously provided by WAPA. If WAPA reduces the WAPA Power available to Municipality after Municipality has established an MROD, the Supplemental Power obligation shall be the MROD as previously established.

(ii) In the event Municipality takes any action or fails to take any action, any of which results in the transfer, surrender, release, or discontinuation of its right or ability to receive WAPA Power, and its WAPA Power is discontinued, Municipality agrees that it will provide to Agency notice of such discontinuation at least one hundred eighty (180) days before such discontinuation, and will, in the event Agency incurs additional costs to provide additional Supplemental Power to replace the WAPA allocation, pay to Agency a surcharge which the Board of Directors may assess pursuant to Section 7.

(c) In meeting its obligations under this Agreement to provide Supplemental Power, Agency shall obtain and provide resources in accordance with an integrated resource supply planning process, including demand-side resources and programs available to Municipality which can be accommodated in an Agency-wide program.

(d) Municipality hereby commits itself to take and pay for all of the Supplemental Power made available to Municipality. Payments for Supplemental Power shall be made at rates established in accordance with the provisions of Section 7 of this Agreement.

Section 4. REQUIREMENTS TO RECEIVE SUPPLEMENTAL POWER.

Power and energy to be furnished hereunder shall be alternating current, three phase, sixty hertz. Municipality shall make and pay for all connections between the system of Municipality and the system of, or available to, Agency at the Point(s) of Delivery.

Section 5. MEASUREMENT OF SUPPLEMENTAL POWER AND TRANSMISSION SERVICE.

For the purpose of determining amounts due pursuant to the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule referred to in Section 7, the Point(s) of Measurement shall be as specifically defined in Schedule A, which may be revised from time to time by mutual agreement of Municipality and Agency. When power and energy is furnished at two or more Points of Measurement, the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule shall apply separately to each service supplied at each Point of Measurement; *provided, however*, that where the meter readings are considered separately and Municipality's system may be interconnected between Points of Measurement during emergencies, the meter readings at any Point of Measurement will be adjusted when necessary to compensate for duplication of power and energy recorded by meters at alternate points of measurement due to energy conditions which are beyond Municipality's control or temporary conditions caused by scheduled load switching or outages.

Section 6. TRANSMISSION SERVICE.

(a) Agency shall sell to Municipality, and Municipality shall purchase and receive from Agency, for the Term of and as provided in this Agreement, Transmission Service necessary to deliver to Municipality Supplemental Power or Supplemental Power and WAPA Power, as applicable, to the Point(s) of Delivery to meet the needs of Municipality. The charges for Transmission Service shall be set forth in the S-1 Transmission Rate Schedule and shall include a separate charge assessed to each Municipality that reflects the pricing of the Transmission Zone in which Municipality is located.

(b) The Point(s) of Delivery shall be as specifically defined in Schedule A. The Points of Delivery, Points of Measurement, delivery voltage, power factor, special conditions, and other conditions of service as necessary for Agency to perform its obligations under this Agreement shall all be set forth in

Schedule A, which may be revised from time to time to include other Point(s) of Delivery and conditions of service. Schedule A may be revised based on mutual agreement of Municipality and Agency. In the event that the Point(s) of Delivery set forth in Schedule A are not on Municipality's electric system, Municipality shall be responsible for making separate provisions for transmission of power and energy to its system, including the installation and maintenance of any facilities required for it to receive such power and energy into its system.

(c) As a requirement of receiving Transmission Service, Municipality shall meet the Load Serving Requirements unless it is determined by Agency that nonconformance with a Load Serving Requirement will not adversely impact any generating or transmission facilities with which Municipality is interconnected; *provided, however*, that nothing in this Agreement shall be construed to relieve Municipality of any obligation to meet the Load Serving Requirements between Municipality, or between Agency on behalf of Municipality, and any third party, as may be appropriate.

(i) If Municipality fails to meet a Load Serving Requirement, Agency shall have the right, but not the obligation, to remedy any issue associated with the deficiency and directly charge Municipality for reimbursement of any associated costs.

(ii) To the extent Agency is assessed any fines or charges due to Municipality's failure to meet a Load Serving Requirement, Agency shall directly charge to Municipality and Municipality shall pay to Agency the cost of such fines or charges as a separate charge, and Agency shall not include the cost of such fines or charges in the determination of the revenue requirements used by Agency to establish rates hereunder.

(d) Municipality hereby commits itself to take and pay for all of the Transmission Service made available to Municipality. Payments for Transmission Service shall be made at rates established in accordance with the provisions of Section 7.

Section 7. RATES.

(a) Municipality shall pay Agency for all Supplemental Power furnished hereunder at the rates and on the terms and conditions set forth in Agency's S-1 Supplemental Power Rate Schedule,

attached hereto as Schedule B and made a part hereof, as such schedule is initially established and adjusted from time to time pursuant to this Agreement. Municipality also shall pay Agency for all Transmission Service at the rates, terms, and conditions set forth in Agency's S-1 Transmission Rate Schedule, attached hereto as Schedule C and made a part hereof, as such schedule is initially established and adjusted from time to time pursuant to this Agreement. In the event Agency makes available Supplemental Power at the Point(s) of Delivery but Municipality fails to take or receive such power and energy, Municipality shall pay Agency for such availability in an amount equal to the product of the demand charge and energy charge for Supplemental Power in the S-1 Supplemental Power Rate Schedule and the kilowatts and kilowatt-hours that would have otherwise been taken as evidenced by the total power and energy consumed by Municipality's customers during the billing period. In the event Agency makes available Transmission Service but Municipality fails to take or receive such service, Municipality shall pay Agency for the cost of such service. The amount of Transmission Service shall be determined in the same manner as for the previous month. The obligation of Municipality to make such payments for Supplemental Power and for Transmission Service furnished pursuant to this Agreement shall not be subject to any rights of setoff, recoupment, or counterclaim which Municipality may otherwise have against Agency; *provided, however*, that nothing contained herein shall be construed to prevent or restrict Municipality from asserting any rights which it may have against Agency under this Agreement or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Agency shall establish and maintain rates contained in the S-1 Supplemental Power Rate Schedule, under this Agreement and the other Power Sale Agreements (S-1), which will provide revenues which are sufficient, but only sufficient, to meet the estimated revenue requirements of Agency, which revenue requirements shall, to the extent that other revenues of Agency including but not limited to revenue from Other Power Sale Agreements (non-S-1), revenue from sales of surplus power and energy, and revenue from RTOs for transmission facilities owned by Western Minnesota or Agency have not been actually applied to meet such requirements, consist of:

- (i) all payments under the Power Supply Contract(s);
- (ii) the cost to Agency of meeting its obligations pursuant to any Municipal Power Sale Agreement(s), excluding Transmission Service;
- (iii) the cost to Agency of operation and maintenance of facilities owned or operated by Agency, irrespective of whether operational control of such facilities has been turned over to an RTO, for the generation or transmission of power and energy pursuant to any Municipal Power Sale Agreement(s);
- (iv) the cost to Agency of renewals and replacements of facilities owned or operated by Agency for the generation or transmission of power and energy pursuant to any Municipal Power Sale Agreement(s);
- (v) the cost to Agency to establish an allowance for working capital, reasonable reserves for contingencies, and debt service coverage, deemed necessary by Agency in order to carry out its obligations;
- (vi) the cost to Agency of administration, general overhead, planning and operations, and any other member services to further the purposes of Agency, and associated with meeting Agency's obligations under any Municipal Power Sale Agreement(s);
- (vii) additional amounts, if any, which:
  - (aa) must be realized by Agency to meet the requirements of any rate covenant with respect to coverage of power costs or any component thereof under any Power Supply Contract(s),
  - (ab) are required by Agency to facilitate the construction of power supply resources, or
  - (ac) are required by Agency to collect amounts described in Section 7(c); and
- (viii) in the event Agency shall hereafter issue any bonds or indebtedness for the purpose of acquiring facilities (or an undivided interest therein or rights to capacity thereof) for the generation or transmission of power and energy to be sold under the Municipal Power Sale Agreements, such revenue requirements shall, in addition to the foregoing, include the following:
  - (aa) payments of principal and interest on all bonds and indebtedness of Agency issued in connection with its obligations under the Municipal Power Sale Agreements and payments which Agency is required to make into any debt service reserve fund or account under the terms of any bond or indebtedness resolution or other contract with holders of such bonds or indebtedness;
  - (ab) the establishment and maintenance of additional reserves as may be required by the terms of any bond or indebtedness resolution or other contract with holders of such bonds or indebtedness; and

(ac) additional amounts, if any, which must be realized by Agency in order to meet the requirements of any rate covenant with respect to coverage of debt service on such bonds or indebtedness under the terms of any bond or indebtedness resolution or other contract with holders of such bonds or indebtedness plus such additional amounts deemed desirable to facilitate marketing bonds and indebtedness of Agency of favorable terms.

(c) The Board of Directors of Agency may include in the S-1 Supplemental Power Rate Schedule a separate surcharge for a Municipality that (i) elects to arrange for Green Energy as part of its Supplemental Power, (ii) takes action that results in the reduction or discontinuation of its WAPA Power allocation, (iii) is subject to a CTC, or (iv) is subject to any other surcharge as provided in this Agreement.

(d) In addition to revenues collected through the rates calculated under Section 7(b), Agency may establish a CTC to collect the portion of its revenue requirements that Agency determines may make its existing rates exceed market levels in any of the states that restructure the regulation of their electric utility industries to promote the introduction of a competitive retail access environment and in which Agency sells Supplemental Power. Before establishing a CTC, Agency shall determine (i) an estimated amount of revenues to be collected from all of Agency's members who are parties to a Municipal Power Sale Agreement that is required to bring Agency's rates to competitive levels and that are not expected to be collected from other sources, (ii) the number of years during which the CTC is to be assessed and revenues collected, (iii) the method by which the CTC will be assessed to any or all of the Municipalities, and (iv) the method for reconciling revenues with Agency's annual revenue requirement used to establish Supplemental Power rates under Section 7(b). The CTC charged to Municipality will be stated as a separate charge on Municipality's bill and shall be payable without relationship to the amount of power and energy purchased by Municipality in any individual month.

(e) Agency shall establish and maintain rates contained in the S-1 Transmission Rate Schedule under this Agreement and the other Power Sale Agreements (S-1) which will provide revenues which are sufficient, but only sufficient, to meet the estimated revenue requirements of Agency, which

revenue requirements shall consist of all costs to Agency of meeting its Transmission Service obligation, pursuant to Section 6, including but not limited to:

- (i) the cost from an RTO for Network Integration Transmission Service;
- (ii) the cost from an RTO for transmission expansion plans and related network upgrades;
- (iii) the cost from an RTO or other entity for directly assigned transmission facilities;
- (iv) the cost incurred from an RTO or other entity for under voltage, under frequency, and inadequate power factor;
- (v) any other cost incurred from an RTO or other entities for providing Transmission Service to Municipality;
- (vi) the cost of grandfathered transmission agreements for Transmission Service to Municipality; and
- (vii) the cost to Agency of administration and general overhead associated with meeting Agency's Transmission Service obligation.

For each Transmission Zone, the S-1 Transmission Rate shall include a separate charge assessed to each Municipality that reflects the pricing of the Transmission Zone in which Municipality is located.

(f) At such intervals as it shall determine appropriate, but in any event not less frequently than once each calendar year, the Board of Directors of Agency shall review and, if necessary, shall revise the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule to ensure that the rates thereunder continue to cover its estimate of all of the foregoing revenue requirements.

(g) In connection with any revision of the S-1 Supplemental Power Rate Schedule or the S-1 Transmission Rate Schedule, Agency shall cause a notice in writing to be given to all Municipalities taking services under the Power Sale Agreements (S-1) which shall set out the revised S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule with the effective dates of such revisions not being less than thirty (30) nor more than ninety (90) days after the date of the notice, and shall be accompanied by an analysis of the estimated revenue requirements for which the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule will be revised. All revisions of the S-1 Supplemental Power Rate Schedule shall be consistent with the description of services provided in

Sections 3 and 6. All revisions of the S-1 Transmission Rate Schedule shall be consistent with the description of services provided in Sections 5 and 6. Municipality agrees that such revised S-1 Supplemental Power Rate Schedule and revised S-1 Transmission Rate Schedule, as determined from time to time by the Board of Directors of Agency, shall be substituted for the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule as they are initially adopted, revised, and then in effect, and agrees to pay for Supplemental Power and Transmission Service made available by Agency to it pursuant to this Agreement after the effective date of such revisions in accordance with the revised S-1 Supplemental Power Rate Schedule and the revised S-1 Transmission Rate Schedule.

Section 8. COVENANTS OF AGENCY.

Agency shall endeavor to market and dispose of, under the most economically advantageous terms and conditions obtainable, all surplus power and energy obtained from its power supply resources, and which in the sole judgment of Agency can be disposed of without otherwise adversely affecting performance by Agency under this Agreement.

Section 9. COVENANTS OF MUNICIPALITY.

(a) Municipality agrees to maintain rates for power and energy to its consumers which shall provide to Municipality revenues sufficient to meet its obligations to Agency under this Agreement and the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule, as the same may be revised from time to time, and to pay all other obligations payable from, or constituting a charge or lien on, such revenues. Payments made under this Agreement shall be made as operating expenses from the revenues of Municipality's electric utility system and from other funds thereof legally available therefor, and such payments shall be in addition to and not in substitution for any other payments whether on account of dues or other amounts owed by Municipality to Agency.

(b) Municipality shall not sell at wholesale any of the power and energy delivered to it hereunder to any customer of Municipality for resale by that customer, unless such resale is specifically approved in writing by Agency, which approval shall not unreasonably be withheld.

(c) Municipality shall not use or permit to be used any of the power and energy acquired by it hereunder in any manner or for any purpose, or take any other action or omit to take any action, which could affect the eligibility of interest on bonds or indebtedness of Agency or Western Minnesota (whether then outstanding or thereafter to be issued) for exclusion from gross income of the owners for federal income tax purposes under Tax Laws.

(d) Municipality shall not take any action to transfer either its electric distribution facilities or control over its electric distribution functions or take any other action having the same effect without (i) notifying Agency at least ninety (90) days before formally committing to the action, and (ii) taking such action strictly in conformance with the provisions of Section 17.

Section 10. METER READINGS AND PAYMENT OF BILLS.

(a) Agency shall read meters or cause meters to be read at monthly intervals. Appropriate operating procedures shall be established by Agency with Municipality, and WAPA if necessary, to determine monthly the amounts of Supplemental Power and Transmission Service furnished hereunder. Payments under the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule shall be made monthly via electronic funds transfer to such account(s) that Agency may designate, within fifteen (15) days after the bill therefor is delivered to Municipality (by mail, email, or other reasonable means determined by Agency), such bill to be provided to Municipality monthly on a prompt and timely basis. If the fifteenth day is a Sunday or a legal holiday in the state in which Municipality is located, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charges set forth in the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule. Agency may, whenever any amount due remains unpaid after the due date and after giving fifteen (15) days' advance notice in writing of its intention to do so, discontinue service hereunder or take all steps available to it under applicable law to collect such amount and all subsequent payments which shall have become due or both. Agency may, whenever any amount due remains unpaid for one hundred twenty (120) or more days after the due date and after giving thirty (30) days' advance notice in writing of its intention to do so, terminate this Agreement. No such discontinuance or

termination shall relieve Municipality from liability for payment for Supplemental Power or Transmission Service furnished hereunder.

(b) In the event Municipality desires to dispute all or any part of a bill, Municipality shall nevertheless pay the full amount of the bill when due and, within sixty (60) days from the date of the bill, notify Agency in writing of the grounds on which any charges in the bill are disputed and the amount in dispute. Municipality will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of Agency within the time and in the manner herein specified.

Section 11. METERING.

(a) Agency shall furnish or cause to be furnished, own, install, and maintain the necessary metering equipment required to measure and record the Supplemental Power and Transmission Service furnished hereunder. Such metering equipment shall provide a continuous record of the thirty (30) minute integrated total demand and associated energy of Municipality during each billing period throughout the term of this Agreement and otherwise be in accordance with the terms of the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule. Such records shall be available at all reasonable times to authorized agents of Municipality.

(b) Agency shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards in accordance with industry practices. Agency shall also make or cause to be made special meter tests at any time at Municipality's request. The costs of all tests shall be borne by Agency; *provided, however*, that if any special meter test made at Municipality's request shall disclose that the meters are recording accurately, Municipality shall reimburse Agency for the cost of such test. Meters registering not more than two percent above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such test; *provided, however*, that no correction shall be made for a longer period unless Agency and Municipality mutually agree thereto. Should any meter fail to register, the Supplemental Power and Transmission

Service delivered during such period of failure shall for billing purposes be estimated by Agency and Municipality from the best information available. Agency shall notify Municipality or cause Municipality to be notified in advance of the time of any meter reading or test so that Municipality's representative may be present at such meter reading or test.

(c) For a fractional part of a billing period at the beginning or end of service, and for fractional periods due to withdrawals of service caused by inability to deliver, charges hereunder shall be proportionately adjusted by Agency in the ratio that the number of hours that service is furnished to Municipality (in such fractional billing period) bears to the total number of hours in the billing period involved.

Section 12. RIGHT TO ACCESS.

Duly authorized representatives of Agency and Municipality shall be permitted to enter the other Party's premises at all reasonable times in order to carry out the provisions of this Agreement.

Section 13. UNCONTROLLABLE FORCES.

(a) Neither Agency nor Municipality shall be considered to be in default in respect to any delay or failure to carry out any obligation hereunder (other than the obligation of Municipality to take and pay for Supplemental Power and Transmission Service made available hereunder) if prevented from fulfilling such obligations by reason of uncontrollable forces, the term uncontrollable forces being deemed for the purposes of this Agreement to mean any forces caused by or resulting from acts or events beyond the reasonable control of the Party affected, including but not limited to acts of God; failure of facilities; flood, earthquake, explosion, storm, lightning, or fire; epidemic, pandemic, or pestilence; war, hostilities (whether war is declared or not), invasion, riot, civil disturbance, labor disturbance, sabotage, or terrorist threats or acts whether foreign or domestic, cyberattack; national or regional emergency; actions, restraint, or orders or regulations by government, court, or public authority; the inability of Agency, an RTO, a Market, or any successor organization(s) to deliver energy; embargoes or blockades in effect on or after the date of this Agreement; or any other events, whether similar or dissimilar, beyond the reasonable control of the affected Party, any or all of which by due diligence and foresight such Party

could not reasonably have been expected to avoid. The Party affected shall, if practicable under the circumstances, give notice of the uncontrollable forces to the other Party within a reasonable time, stating the period of time the occurrence is expected to continue, if known. The Party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability and to minimize the effects of such uncontrollable forces, to the extent within its control, with all reasonable dispatch.

(b) If Agency is rendered unable to meet some or all of its obligations to provide Supplemental Power to Municipality because of uncontrollable forces, including those affecting Agency's ability to acquire from SPP power and energy or Transmission Service, or Agency's ability to acquire from MISO power and energy, Transmission Service, or WAPA Power, Agency shall permit Municipality to operate any generation owned by Municipality, or to acquire power and energy from sources other than Agency, in order to provide such amounts of power and energy necessary to meet the needs, in whole or in part, of Municipality and which are not supplied by Agency by reason of the uncontrollable force, and shall be permitted to do so for the duration of such uncontrollable force. Municipality shall, if practicable under the circumstances, give notice to Agency within a reasonable time to coordinate the operation of the local generation and Agency's Supplemental Power obligation and Transmission Service.

Section 14. COOPERATION BETWEEN AGENCY AND MUNICIPALITY.

If, in the maintenance of their respective electric systems or other electric systems over which Municipality may obtain delivery of electric power and energy, it becomes necessary by reason of any emergency or extraordinary condition for either Agency or Municipality to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the providing Party shall cooperate with the other and render such assistance as the providing Party may determine to be available. The requesting Party, upon receipt of properly itemized bills from the providing Party, shall reimburse the providing Party for all costs properly and reasonably incurred by it in providing assistance. These

reimbursement provisions are not contingent on a declaration by the federal government of an emergency, major disaster, or fire.

Section 15. CONSTRUCTION, OPERATION, AND MAINTENANCE OF MUNICIPALITY'S ELECTRIC SYSTEM.

Municipality agrees to construct, operate, and maintain its electric system in accordance with Prudent Utility Practices and shall install, operate, and maintain such proper service protection equipment and other facilities as will coordinate with the protective relaying and other protective arrangements on the system from which power and energy is delivered to it. Nothing contained in this section in any way releases Municipality of its obligations, if any, to the MRO or NERC.

Section 16. RENEWABLE RESOURCE GENERATION.

Municipality shall be permitted to annually generate energy from local renewable resources which are directly connected to Municipality's distribution system and which Municipality owns, or for which it contracts with a third party to acquire, for local use as described in this Section (excluding customer-owned renewable distributed generation), in an amount which shall not exceed five percent of the annual energy purchased by Municipality from Agency in the previous calendar year. The agreement of the Parties shall be set forth in a separate member renewable resources agreement executed by Agency, Western Minnesota, and Municipality, which shall provide that Municipality will sell all such energy to Agency, and Agency in turn will sell such energy to Municipality, both at rates established pursuant to the terms of the renewable resource agreement. The member renewable resources agreement shall contain such other terms and conditions as are deemed appropriate by Agency and Municipality.

Section 17. ASSIGNMENTS.

All covenants and agreements contained in this Agreement shall inure to the benefit of Agency and Municipality and their respective successors and assigns; *provided, however*, that, except as provided in Section 26 below, no Party may transfer or assign its interests or rights under this Agreement except that (i) a Party may transfer or assign its interests or rights under this Agreement or grant a security interest therein to any trustee or secured party, as security for bonds or other indebtedness, present or

future, and such trustee or secured party may, if so empowered, sell or otherwise realize upon such security in foreclosure or other suitable proceedings, possess or take control thereof, or cause a receiver to be appointed with respect thereto and otherwise succeed to all interests and rights of the Party making the assignment; and (ii) in the case of a proposed transfer to either any entity acquiring all or substantially all the property of the Party making the transfer or any entity into which or with which the Party making the transfer may be merged or consolidated, the Party proposing the transfer shall give Agency and Western Minnesota written notice at least ninety (90) days prior to the date such transfer or assignment is scheduled to occur and must obtain the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for Agency and/or Western Minnesota to withhold such consent if such transfer or assignment would (a) reduce the total amount of Supplemental Power being sold hereunder; (b) be to a party (other than a municipality) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; (c) adversely affect the value of this Agreement as security for the payment of bonds or indebtedness and interest thereon; or (d) affect (either alone or in conjunction with any other actions by Municipality and/or other Municipalities) the eligibility of interest on bonds or indebtedness of Agency or Western Minnesota (whether then outstanding or thereafter to be issued) for exclusion from gross income of the owners for federal income tax purposes under Tax Laws. In making the determination required by clause (d) above, Agency and Western Minnesota may rely upon an opinion of a nationally recognized bond counsel as to the effect of any such transfer or assignment on the federal tax-exempt status of any bonds or indebtedness (whether then outstanding or thereafter to be issued), as that status is governed by Tax Laws. Within sixty (60) days after receipt of a notice from Municipality requesting a transfer or assignment, Agency and Western Minnesota shall advise Municipality as to whether, in the opinion of a nationally recognized bond counsel, the transfer or assignment would affect the eligibility of interest on bonds or indebtedness for federal tax-exempt status as described in clause (d) above. In the event that allocations (including, but not limited to allocations relating to private use issues) are necessary under the Tax Laws to determine whether entering into any such transfer or assignment

affects the eligibility of interest on bonds or indebtedness for federal tax-exempt status as described in clause (d) above, Agency and Western Minnesota shall make such allocations, in their sole discretion, after receipt of an opinion of a nationally recognized bond counsel.

Notwithstanding anything in this Section to the contrary, Municipality may transfer or assign this Agreement if it affects the eligibility of interest on bonds or indebtedness for federal tax-exempt status as described in clause (d) above if, but only if, the transferee enters into an agreement in form and substance satisfactory to Agency and Western Minnesota providing that the transferee will bear and pay any and all increased costs allocated to it resulting from the use by Agency or Western Minnesota of Non-Tax Exempt Funds, as a consequence of the Agency or Western Minnesota taking remedial action in order to preserve the tax-exempt status of affected bonds or indebtedness as described in clause (d) above or the loss of the tax-exempt status with respect to the debt of the Agency or Western Minnesota as described in clause (d) above. Agency and Western Minnesota, in their sole discretion, after receipt of an opinion of a nationally recognized bond counsel, shall allocate on a reasonable basis the increased costs associated with the use of such Non-Tax Exempt Funds, any such remedial action or the loss of the tax-exempt status of bonds or indebtedness as described above to any such transferee, and they shall determine the terms and conditions upon which the transferee shall pay such increased costs. Any such agreement shall contain such other terms and provisions as Agency and Western Minnesota reasonably deem necessary in order to preserve the federal tax-exempt status of any borrowed funds not intended by Agency or Western Minnesota to be issued as debt which is not excludable from gross income for federal income tax purposes. No assignment or transfer of this Agreement shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Parties.

In connection with any such proposed transfer or assignment under this Section, various opinions are required to be delivered by a nationally recognized bond counsel. Such counsel or counsels shall be chosen by Agency and Western Minnesota and the cost of such counsel or counsels shall be borne by the Party requesting the transfer or assignment. Any of the opinions required under this Section may be delivered in one or more opinions. No other assignments or transfers will be permitted under this Section.

Section 18. RECORDS AND ACCOUNTS.

Agency and Western Minnesota shall keep accurate records and accounts of their respective properties and operations in accordance with the FERC's Uniform System of Accounts Prescribed for Major Utilities and Licensees in effect from time to time. Municipality shall have the right at any reasonable time to examine such accounts. Agency and Western Minnesota shall cause such accounts to be audited annually by a firm of independent public accountants of national reputation and shall make such audits available to Municipality.

Section 19. INFORMATION.

Agency and Municipality will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Agreement or as may be reasonably necessary and convenient in the conduct of the operations of the Party requesting such information.

Section 20. PRIVACY AND SECURITY OF INFORMATION ON INDIVIDUALS.

Agency is a political subdivision that operates under the intergovernmental cooperation laws of the states in which it has members and thus is generally subject to public records laws analogous to those of its members. Such laws require that certain data collected or exchanged in carrying out the purposes of this Agreement shall be treated as non-public and confidential information, as defined by applicable law. A Party disclosing any such information in the performance of this Agreement shall designate in writing the information as confidential, using the phrase "Confidential, Subject to Restricted Access and Disclosure," or similar words. The Party receiving any such designated information may not disclose such information to any third party, except as required by law, by a specific written agreement among the Parties and/or the subject of the information, or as otherwise provided in this Section. In the event a Party in receipt of confidential information receives a request for disclosure of the confidential information and, in the opinion of legal counsel for the receiving Party, disclosure is required by law, then that Party shall immediately inform the Party who disclosed the information prior to making any such disclosure. Each Party shall cooperate to enable the Party who disclosed the information, or other affected entities, if they

so desire, to obtain a protective order or other reliable assurance that confidential treatment will be maintained consistent with applicable law. Each Party agrees to defend, indemnify, and hold harmless the other Parties and their officials, officers, agents, employees, and volunteers from and against any claims resulting from the indemnifying Party's unauthorized and unlawful disclosure and/or use of data in violation of the terms of this Section. The terms of this Section shall survive the cancellation or termination of this Agreement for a term as provided by law or, in the absence of a specific law, as provided by records management policies of each respective Party.

Section 21. AMENDMENT.

Except as provided for expressly herein, neither this Agreement nor any terms hereof may be terminated, amended, supplemented, waived, or modified except by an instrument in writing executed by all Parties to this Agreement, *that is* this individual agreement among Agency, Western Minnesota, and City of Valley City.

Section 22. OPINION AS TO VALIDITY.

Upon the execution and delivery of this Agreement, Municipality shall furnish Agency with an opinion by an attorney or firm of attorneys qualified to practice in the state in which Municipality is located to the effect that:

- (a) Municipality is a municipal corporation duly created and validly existing pursuant to the Constitution and statutes of such state;
- (b) Municipality has full legal right and authority to enter into this Agreement and to carry out its obligations hereunder; and
- (c) Municipality has approved this Agreement and its execution and delivery, and this Agreement has been duly executed by the appropriate officer of Municipality and constitutes the legal, valid, and binding obligation of Municipality enforceable in accordance with its terms.

Section 23. NOTICES.

Any notice, demand, or request required or authorized by this agreement shall be deemed properly given if mailed, postage prepaid, to Agency at its principal place of business at 3724 West Avera

Drive, P.O. Box 88920, Sioux Falls, South Dakota 57109-8920, to Municipality at 220 3<sup>rd</sup> Street NE, Valley City, North Dakota, 58072, and to Western Minnesota at 129 Second Street NW, Ortonville, Minnesota 56278. The foregoing addresses may be changed at any time by similar notice. All notices given to Agency shall also be given to any New Power Supplier.

Section 24.      WAIVERS.

Any waiver at any time by any Party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

Section 25.      SEVERABILITY.

In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such term, covenant, or condition as to any person or circumstance, shall be held invalid by any court having jurisdiction under the circumstances, the remainder of this Agreement, and the application of its terms, covenants, or conditions to such persons or circumstances, shall not be affected thereby.

Section 26.      SECURITY FOR POWER SUPPLY CONTRACTS.

(a)      Municipality acknowledges and agrees that Agency may pledge and assign an undivided interest in all of its right, title, and interest in and to all payments to be made to Agency by Municipality under this Agreement to Western Minnesota and each New Power Supplier to secure Agency's obligations to each under its respective Power Supply Contract. Upon execution of any such pledge and assignment, Western Minnesota and the New Power Supplier(s) shall have all of the rights and remedies provided to Agency under this Agreement.

(b)      Municipality and Western Minnesota hereby agree that, if Agency shall be unable to perform, or shall default in the performance of, its obligations under this Agreement for any reason whatsoever including, without limitation, by reason of any defect in the organization or other legal disability of Agency (but not if such default is the result of a default by Western Minnesota under its Power Supply Contract) or if Agency shall default in the performance of any of its obligations under its Power Supply Contract with Western Minnesota, then Western Minnesota shall be entitled and obligated

to the extent lawfully empowered to do so, to assume the rights, duties, and obligations of Agency under this Agreement as fully as if this Agreement named and referred to Western Minnesota herein in every place where Agency is herein named and referred to; *provided that* the obligation of Western Minnesota to meet the requirements of Municipalities for power and energy hereunder and under the Power Sale Agreements (S-1) shall be limited to an obligation to supply to the extent available an amount of power and energy hereunder and under the other Power Sale Agreements (S-1) up to that amount of power and energy which is associated with the capacity entitlement acquired by Agency under its Power Supply Contract with Western Minnesota. In the event that such amount of power and energy shall be less than the amount of power and energy required hereunder and under the other Power Sale Agreements (S-1), the amount of available power and energy shall be allocated monthly among Municipality and other Municipalities which have entered into Power Sale Agreements (S-1) pro rata in accordance with their respective power and energy requirements required to be met hereunder and thereunder during the corresponding month of the calendar year which precedes the calendar year in which Agency's inability to perform or default shall have occurred.

(c) The obligations of Municipality to Western Minnesota and the New Power Supplier(s) hereunder shall not be dependent upon, or affected by, the due organization or existence of Agency, the validity of this Agreement as to Agency, the enforceability of this Agreement against Agency, or any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, dissolution, or the like of Agency.

Section 27. NEW POWER SUPPLIER(S); PARTIES TO THIS AGREEMENT.

In the event Agency shall hereafter enter into a contract with one or more New Power Supplier(s) providing for the acquisition by Agency from the New Power Supplier(s) of power supply resources and such contract(s) satisfies all applicable requirements of the Power Supply Contract relating to the opening of the pledge provided for in Section 26 above to the New Power Supplier(s), then the New Power Supplier(s) may become a party hereto upon the execution by Agency and the New Power Supplier(s) of an agreement(s) pursuant to which the New Power Supplier(s) agree(s) to be bound by all of the terms

and conditions hereof to the extent that such terms and conditions are applicable to a New Power Supplier, including, with respect to that New Power Supplier's Power Supply Contract, the rights and obligations similar to those applicable to Western Minnesota under Section 26(b). From and after the effective date of such agreement between the New Power Supplier and Agency, the New Power Supplier shall be a party hereto and the contract between the New Supplier and Agency providing for the acquisition of the power supply resources shall be a Power Supply Contract as such term is used herein, all without any further action or consent by any other Party hereto.

Section 28. ENTIRE AGREEMENT.

This Agreement, including all schedules hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and, as of January 2, 2027, shall supersede all prior agreements and understandings between the Parties relating to the subject matter hereof, and no subsequent agreements will have any effect unless formed in accordance with Section 21.

*[The remainder of this page is intentionally left blank; the signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, as amended and restated, to be executed as of the date stated below.

MISSOURI BASIN MUNICIPAL POWER  
AGENCY d/b/a MISSOURI RIVER ENERGY  
SERVICES

[SEAL]

By \_\_\_\_\_  
Chair, Vernell Roberts

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Lehner, Secretary/Treasurer

CITY OF VALLEY CITY

[SEAL]

By \_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
(Signature)  
Title:

\_\_\_\_\_  
Date

WESTERN MINNESOTA MUNICIPAL  
POWER AGENCY

[SEAL]

By \_\_\_\_\_  
President, Scott Hain

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Travis Schmidt, Secretary

MISSOURI BASIN MUNICIPAL POWER AGENCY  
POWER SALE AGREEMENT (S-1)

(as amended and restated effective January 2, ~~2017~~2027)

Formatted: Width: 8.5", Height: 11", Footer distance from edge: 0.4"

This ~~agreement~~ Power Sale Agreement (S-1) was made originally as of ~~the 1st day~~ <date> of ~~October, 1976,~~ original agreement with Municipality, was subsequently amended and restated, and is hereby further amended and restated, effective as of January 2, ~~2017~~ (referred to herein as 2027 (the "Agreement")), among MISSOURI BASIN MUNICIPAL POWER AGENCY, a body corporate and politic organized under Chapter 28E of the Code of Iowa, and doing business as Missouri River Energy Services ("Agency"), ~~and~~ WESTERN MINNESOTA MUNICIPAL POWER AGENCY, a municipal corporation and political subdivision of the State of Minnesota ("Western Minnesota"), and ~~entered into among Agency, Western Minnesota, and~~ <Municipality>, a municipal corporation of the State of <State> ("Municipality") ~~as of <original date S-1 was signed by Municipality>,"~~ each referred to as a "Party" or collectively as the "Parties."

Formatted: Indent: First line: 0.5"

Formatted: Font color: Custom Color(RGB(26,27,29))

WITNESSETH:

Formatted: No underline

WHEREAS, Municipality owns and operates an electric utility system and currently purchases all or a portion of its requirements for electric power and energy from the Western Area Power Administration ("WAPA"), ~~as defined in Section 1(hh); and~~; and

Formatted: Indent: First line: 0.5", Right: 0"

WHEREAS, Agency has entered into or may enter into agreements for the sale of electric power and energy with provisions similar to those contained in this Agreement with other member municipalities which own and operate electric utility systems (Municipality and such other municipalities being referred to collectively as "Municipalities" and this Agreement and such other agreements, as the same or any thereof may hereafter be amended, modified, or extended, ~~shall be~~ being referred to collectively as the "Power Sale Agreements (S-1)"); and

Formatted: Indent: First line: 0.5"

WHEREAS, Agency has entered into a Power Supply Contract with Western Minnesota originally dated as of October 1, 1976, as subsequently supplemented, amended, restated, and updated

(the “Power Supply Contract”), and may enter into future power supply contracts (such documents, along with the Power Supply Contract, as they may be supplemented, amended, restated, or updated in accordance with the provisions thereof, and otherwise ~~meet~~meeting the requirements of this Agreement, being referred to collectively as the “Power Supply Contracts”) pursuant to which Agency will acquire power and energy from projects designated therein or in a supplement thereto for the purposes of meeting Agency’s obligations to Municipalities under the Power Sale Agreements (S-1) and to other members of Agency under other long-term power sale agreements (the “Other Power Sale Agreements (Non S-1)”),” and together with the Power Sale Agreements (S-1) ~~all collectively referred to as~~, the “Municipal Power Sale Agreements,”) with payments therefor by Agency to be made as ~~shall be~~ provided in the Power Supply Contract; and

WHEREAS, the Power Supply Contract requires Agency to secure its obligations thereunder by a pledge and assignment to Western Minnesota (Western Minnesota shall be designated as the “Power Supplier,” and each future power supplier under any future Power Supply Contract, shall be designated individually as a “New Power Supplier”) of its right, title, and interest in and to certain revenues of Agency, including, without limitation, all payments to be made under this Agreement; and

WHEREAS, Agency is willing to plan for and provide to meet Municipality’s supplemental requirements for power and energy above the amount of power and energy Municipality purchases from WAPA on an integrated resource Agency-system-wide planning basis as part of Agency’s planning for all of its obligations under the Municipal Power Sale Agreements; and

WHEREAS, the power and energy required by Agency to meet its obligations under the Municipal Power Sale Agreements ~~now comes~~come from generation sources that may be within the geographic footprint of centralized electricity markets for the sale of power and/or energy (collectively ~~referred to as~~, the “Markets”) and requires transmission over facilities that are under the control of the operator of the regional transmission system in the respective geographic region, *i.e.* the Midcontinent Independent System Operator (“MISO”) and the Southwest Power Pool (“SPP”) or any successor regional transmission organizations (“RTO”), each which has established, and is governed by, rules and

tariffs that require Agency (a) to make arrangements for the supply of power or energy or both, (b) to separately make arrangements for the physical delivery of such power and energy to enable Municipality to accept that power and energy, and (c) to pay separately for each product in the respective Market; and

WHEREAS, Municipalities that are served under the Power Sale Agreements (S-1) are located within the geographic footprints of such Markets; and

WHEREAS, Agency will be better positioned to minimize the overall cost of power and energy for Municipalities served under the Power Sale Agreements (S-1) by clearly defining its obligation to supply power and energy to Municipalities within the rules and tariffs of the Markets within which Municipalities are located; and

WHEREAS, the separate transmission service necessary to deliver power and energy to or for the benefit of Municipalities, as well as the costs associated with such service, define Agency's delivery obligation, and such service shall be based on the actual cost of transmission to each Municipality.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

Section 1. DEFINITIONS.

The following terms, when capitalized throughout this Agreement, shall have the meanings stated, as follows:

(a) Agency – Missouri Basin Municipal Power Agency, a body corporate and politic organized under Chapter 28E of the Code of Iowa, ~~and~~ doing business as Missouri River Energy Services;

(b) Agreement – this Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) ~~between~~among Agency, Western Minnesota, and Municipality;

(c) CTC – Competitive Transition Charge, as more specifically provided in Section 7(d) ~~below~~;

(d) Environmental Attributes – any renewable energy certificates, emission-free energy certificates, alternate energy certificates, energy attribute certificates, emission offsets, or other current or future certificates, credits, benefits, emissions reductions, offsets, or allowances, however titled, named,

created, registered, tracked, validated, measured, or allocated, resulting from a renewable energy resource or carbon-free energy resource that (i) are at any time recognized or deemed of value by any buyer, law, regulation, or mandatory or voluntary program of any government or other person and (ii) are attributable to or associated with the reduction or avoidance of greenhouse gas emissions or other environmental impacts on air, soil, or water; *provided, however*, Environmental Attributes specifically exclude any and all federal and state production tax credits, investment tax credits, and any other tax credits that are or may be generated by facilities from which Environmental Attributes are produced;

(e) FERC – Federal Energy Regulatory Commission, such definition to include any successor governmental agency or entity thereto;

(f) Green Energy – an optional component of Supplemental Power that allows Municipality (i) to request that the Supplemental Power sold by Agency to Municipality consist of an amount comprised of energy derived from generation sources using renewable, carbon-free, or other environmentally-friendly resources; ~~also includes, to include~~ any capacity required to back up the energy resources, or (ii) to request Environmental Attributes from Agency, each as more specifically provided in Section 3(a)(ii);

(g) Load Serving Requirements – certain minimum standards, including but not limited to power factor, underfrequency load shedding, undervoltage load shedding, and other requirements, that may be imposed by a third party, including but not limited to NERC, MRO, an RTO, or a transmission owner;

(h) Market(s) – ~~collectively refers to~~ the organized capacity ~~markets~~market(s) and/or energy ~~markets~~market(s) operated by ~~RTO~~one or more RTO, including MISO and SPP;

(i) MISO – Midcontinent Independent System Operator, Inc., which is an RTO approved by ~~the Federal Energy Regulatory Commission~~FERC, such definition to include any successor organization, agency, or entity thereto;

~~(h)~~(i) MRO – Midwest Reliability Organization, which is that regional entity to which NERC has delegated authority to ensure compliance with mandatory reliability standards, such definition to include any successor organization, agency, or entity thereto;

~~(j)~~(k) MROD – Maximum Rate of Demand; the maximum obligation of Agency to supply and Municipality to purchase Supplemental Power, when such maximum is elected by Municipality and established as more specifically provided in Section 3(a)(i);

~~(l)~~(l) MROD Date – the date on which the MROD first applies, beginning with the first day of the summer season following the second year after Municipality delivers the written notice to Agency of its intention to establish an MROD, as more specifically provided in Section 3(a)(i);

~~(m)~~(m) Municipal Power Sale Agreement(s) – any one of a number, or collectively all, of the contracts between Agency, Western Minnesota, and a Municipality or other Municipalities for the supply of power, energy, and related services, each as provided therein, including: (i) the Power Sale Agreements (S-1) and (ii) the Other Power Sale Agreements (Non S-1);

~~(n)~~ Supplemental Power Sale Agreements (S-1), and

(o) Municipalities – collectively refers to Municipality and those other municipalities that own and operate electric utility systems for the retail sale of electricity to consumers, ~~all of which~~ are members of Agency, and ~~each of which~~ have entered into a Municipal Power Sale Agreement;

(p) NERC – North American Electric Reliability Corporation, which is that international electric reliability organization for North America which is responsible for assuring the reliability of the bulk power system, and subject to oversight by ~~the Federal Energy Regulatory Commission~~FERC and governmental authorities in Canada, such definition to include any successor organization, agency, or entity thereto;

(q) New Power Supplier – any entity with which Agency may hereafter enter into a contract providing for the acquisition by Agency of power supply resources pursuant to an agreement that satisfies all applicable requirements of the Power Supply Contract relating to the opening of the pledge, as

provided for in Section 26, and as is more specifically provided in Section 27-; provided, however, New Power Supplier ~~does~~shall not include MISO, SPP, or a similar administrator of a Market;

(r) Non-Tax Exempt Funds – funds that are not derived from the proceeds of debt the interest on which is excludable from the gross income of the owners under Tax Laws;

(s) Other Power Sale Agreements (Non S-1) – power supply agreements among Agency, Western Minnesota, and one or more Municipalities under terms substantively different than those of the Power Sale Agreements (S-1);-

(t) Parties – Agency, Western Minnesota, and Municipality, collectively;

(u) Party – any of Agency, Western Minnesota, or Municipality, individually;

(+)(v) Point(s) of Delivery –~~refers to~~ a location that represents the boundary of the transmission facilities that are under the functional control of an RTO at or near the town gate of Municipality, which specific location(s) for Municipality shall be as set forth in Schedule A, as may be revised from time to time as provided in this Agreement;

(+)(w) Point(s) of Measurement –~~refers to~~ the interconnection point between Municipality’s distribution system and the transmission/sub-transmission system, as is specifically defined for Municipality in Schedule A, as may be revised from time to time-; as provided in this Agreement;

(+)(x) Power Sale Agreement(s) (S-1) – power sale agreements among Agency, Western Minnesota, and Municipalities, entered into for the sale of supplemental power and transmission service with members of Agency. ~~Such agreement was originally, the first of which were~~ executed by certain Municipalities on or about October 1, 1976, ~~and was~~ amended on or about January 1, 1986, amended and restated as of January 1, 1993, amended and restated as of January 1, 2000, amended and restated as of January 1, 2007, and amended and restated as of January 2, 2017-; and are being amended and restated as of the date of this Agreement;

(+)(y) Power Supplier – pursuant to the Power Supply Contract, means Western Minnesota;

(+)(z) Power Supply Contract(s) – that agreement between Agency and Western Minnesota, dated as of October 1, 1976, supplemented as of June 1, 1983, amended and restated as of November 1,

1985, amended and restated as of July 1, 2003, ~~and~~ amended and restated as of September 15, 2006, and ~~updated~~ amended and restated as of ~~August 12, 2010, October 14, 2010, June 9, 2011, December 15, 2011~~ March 8, 2018, and July 12, 2012, as thereafter supplemented, amended, restated, and updated, and any agreement between Agency and a New Power Supplier meeting the requirements of this Agreement, in each case pursuant to which Agency acquires power and energy from projects designated ~~therein~~ such agreement or in a supplement thereto for the purposes of meeting Agency's obligations to Municipalities under the Municipal Power Sale Agreements;-

~~(y)~~ (aa) Prudent Utility Practices — any of the practices, methods, and acts at a particular time which, in the exercise of reasonable judgment in the light of the facts, including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition;

~~(z)~~ (bb) RTO(s) – Regional Transmission Organization(s) and/or Independent System Operator(s); ~~which have been approved by the Federal Energy Regulatory Commission~~ FERC to independently operate the electric power grid minute-by-minute in established geographic regions to ensure that power and energy get to customers, to eliminate power shortages, and to administer approved transmission tariffs for fair and non-discriminatory access to the power grid;

~~(aa)~~ (cc) S-1 Supplemental Power Rate Schedule – the Rate Schedule ~~B~~, attached hereto as Schedule B, that provides for the rates, terms, and conditions pursuant to which Municipality shall pay Agency for all Supplemental Power, as such schedule may be revised from time to time, pursuant to Section 7;

~~(bb)~~ (dd) \_\_\_\_\_ S-1 Transmission Rate Schedule – the Rate Schedule ~~C~~, attached hereto as Schedule C, that provides for the rates, terms, and conditions pursuant to which Municipality shall pay Agency for all Transmission Service, as such schedule may be revised from time to time, pursuant to Section 7;

~~(ee)~~(ee) SPP—Southwest Power Pool, Inc., which is an RTO approved by the Federal Energy Regulatory Commission (FERC), such definition to include any successor organization, agency, or entity thereto;

~~(dd)~~(ff) Supplemental Power – all power, energy, and related products and services, as more specifically provided in Section 3;

~~(ee)~~(gg) Tax Laws – ~~Federal~~federal income tax laws governing or affecting the exclusion of interest on debt from the gross income of the owners for ~~Federal~~federal income tax purposes (whether then outstanding or thereafter to be issued), as those laws may be amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder, or as affected by a decision of any court of competent jurisdiction; any reference to indebtedness for which the exclusion of interest from gross income of the owners for ~~Federal~~federal income tax purposes shall also include any debt for which a federal tax credit is allowed to the issuer or owner of the debt, commonly known as “tax advantaged bonds,” such as Build America Bonds, Clean Renewable Energy Bonds, Qualified Energy Conservation Bonds or similar obligations as shall be permitted under current or future provisions of the Internal Revenue Code of 1986, as amended;

~~(ff)~~(hh) Term – the dates during which this Agreement shall be effective, as provided in Section 2;

~~(gg)~~(ii) Transmission Service – those products and services necessary to deliver (i) Supplemental Power to the Point(s) of Delivery for Municipalities in SPP, and (ii) Supplemental Power and WAPA Power to the Point(s) of Delivery for Municipalities in MISO;

~~(hh)~~(jj) Transmission Zone – a defined location within an RTO which relates to a pricing region that includes specifically identified transmission facilities used to deliver power and energy;

~~(ii) — Uncontrollable Forces — shall include but not be limited to those items of force majeure as specifically set forth in Section 13(a);~~

~~(4)(ii)~~ WAPA Power – the amount of power and energy, and related ancillary services, scheduling services, ~~and~~ market services, and other products and services, allocated and provided to Municipality by WAPA pursuant to a long-term agreement between Municipality and WAPA; and

~~(4)(mm)~~ \_\_\_\_\_ Western Minnesota – Western Minnesota Municipal Power Agency, a Minnesota municipal corporation and political subdivision, organized under Minnesota Statutes Chapter 453.

Section 2. TERM.

This Agreement as originally executed and delivered by Municipality became effective <Date>, and shall remain in effect for a Term extending through hour ending 24:00 January 1, ~~2057-2067~~ (the “Term”). Upon the expiration of the Term, this Agreement shall remain in effect as permitted by law unless and until terminated by Agency or Municipality upon not less than one year written notice.

Section 3. SALE OF POWER AND ENERGY.

(a) Supplemental Power. Agency shall sell to Municipality, and Municipality shall purchase and receive from Agency, for the Term of and as provided in this Agreement, all power and energy required by Municipality to meet the needs of all of its consumers over and above the amounts of WAPA Power available to Municipality from WAPA as of the date of this Agreement (“Supplemental Power”). Supplemental Power includes all products and services to acquire power and energy, which includes but is not limited to ancillary services, reserves of any type, congestion, and energy losses related to Supplemental Power, regulation and frequency response, reactive supply and voltage control from generation sources, and any other related products or services. Supplemental Power does not include any Transmission Service. Agency shall adjust and maintain the portfolio of resources and products (e.g., Environmental Attributes) used to meet its Supplemental Power obligation to ensure ~~compliance~~ Agency’s and Municipality’s ability to comply with any state or federal energy or environmental requirements that are or may be imposed on wholesale or retail load serving entities associated with the provision of power and energy pursuant to this Agreement.

Agency's obligation under this subparagraph (a) shall be subject to the following conditions:

(i) Establishment of MROD. If Agency has established an MROD for Municipality as described in this subsection (a)(i), ~~the~~ Agency's responsibility to meet its Supplemental Power obligation for the remaining term of this Agreement shall be limited to the MROD plus any additional amounts attributable to the occurrence of the events described in subsection (b)(i) of this Section. If an MROD is established, Municipality shall purchase all power and energy offered by Agency at a rate of delivery up to the MROD at any time of day and under the same rates as any other Municipality receiving service from Agency under a Power Sale Agreement (S-1). (In order to provide additional clarity, the MROD will be the lesser of Municipality's actual supplemental load in every hour or the MROD. Thus, the power and energy supplied by Agency could be at 100 percent load factor.) Agency shall notify Municipality in writing on or about April 1 and again on or about September 1 of ~~2027~~2037 and each fifth year thereafter of Municipality's opportunity to establish an MROD by providing written notice to Agency by December 31 of that same year. Agency shall not establish an MROD for Municipality unless by December 31, ~~2027~~2037, or between October 1 and December 31 of each fifth year thereafter through December 31, ~~2052~~2062, Municipality delivers a written notice to Agency requesting an MROD be established as of the date and in the manner described as follows: ~~The~~the MROD for Municipality shall become effective on a bi-seasonal (summer and winter) basis beginning with the first day of the summer season following the second year after Municipality delivers the written notice to Agency (the first day of that summer season shall be designated as the MROD Date). (For example, if Municipality delivers the notice on or before December 31, ~~2027~~2037, to establish an MROD beginning in ~~2030~~2040, the MROD Date will be the first day of the summer season in ~~2030~~2040.) The summer and winter seasons shall be those recognized by Agency as of January 1 of the year in which the MROD Date occurs. The MROD for each season shall be fixed in an amount equal to the average of the three seasonal maximum rates of demand of Supplemental Power from Agency to Municipality during the corresponding season of the three

prior years before the MROD Date (the same season of that previous year and the two years immediately prior to that previous year). Agency shall notify Municipality in writing of its MROD for the summer season by January 1 of the year in which the MROD Date occurs and the MROD for the winter season by July 1 of that year. An MROD will not be established for Municipality before the summer season of ~~2030~~2040.

(ii) Green Energy ~~component of Supplemental Power~~. Upon the written request of Municipality, the Supplemental Power sold by Agency to Municipality shall consist of an amount specified by Municipality, for a mutually agreeable term of years, comprised of Green Energy. The selection of generation sources or Environmental Attributes used by Agency to provide Green Energy shall be in accordance with applicable federal and state laws and regulations. Agency's revenue requirements for acquiring and providing Green Energy will be separated from the revenue requirements associated with the system supply comprising the remainder of its Supplemental Power and the cost of the Green Energy will be separately charged to Municipality requesting such service.

(b) WAPA Power.

(i) If WAPA reduces the amount of WAPA Power available to Municipality, Agency shall sell as part of the Supplemental Power provided by Agency, and Municipality shall purchase as part of the Supplemental Power provided by Agency, that portion of the amount of WAPA Power previously provided by WAPA. If WAPA reduces the WAPA Power available to Municipality after Municipality has established an MROD, the Supplemental Power obligation shall be the MROD as previously established.

(ii) In the event Municipality takes any action or fails to take any action, any of which results in the transfer, surrender, release, or discontinuation of its right or ability to receive WAPA Power, and its WAPA Power is discontinued, Municipality agrees that it will provide to Agency notice of such discontinuation at least one hundred eighty (180) days before such discontinuation, and will, in the event Agency incurs additional costs to provide additional

Supplemental Power to replace the WAPA allocation, pay to Agency a surcharge which the Board of Directors may assess pursuant to Section 7.

(c) In meeting its obligations under this Agreement to provide Supplemental Power, Agency shall obtain and provide resources in accordance with an integrated resource supply planning process, including demand-side resources and programs available to Municipality which can be accommodated in an Agency-wide program.

(d) Municipality hereby commits itself to take and pay for all of the Supplemental Power made available to Municipality. Payments for Supplemental Power shall be made at rates established in accordance with the provisions of Section 7 of this Agreement.

Section 4. REQUIREMENTS TO RECEIVE SUPPLEMENTAL POWER.

Power and energy to be furnished hereunder shall be alternating current, three phase, sixty hertz. Municipality shall make and pay for all connections between the system of Municipality and the system of, or available to, Agency at the Point(s) of Delivery.

Section 5. MEASUREMENT OF SUPPLEMENTAL POWER AND TRANSMISSION SERVICE.

For the purpose of determining amounts due pursuant to the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule referred to in Section 7 ~~below~~, the Point(s) of Measurement shall be as specifically defined in Schedule A, which may be revised from time to time by mutual agreement of Municipality and Agency. When power and energy is furnished at two or more Points of Measurement, the S-1 Supplemental Power Rate Schedule ~~B~~ and the S-1 Transmission Rate Schedule ~~C~~ shall apply separately to each service supplied at each Point of Measurement; *provided, however*, that where the meter readings are considered separately and Municipality's system may be interconnected between Points of Measurement during emergencies, the meter readings at any Point of Measurement will be adjusted when necessary to compensate for duplication of power and energy recorded by meters at alternate points of measurement due to energy conditions which are beyond Municipality's control or temporary conditions caused by scheduled load switching or outages.

Section 6. TRANSMISSION SERVICE.

(a) Agency shall sell to Municipality, and Municipality shall purchase and receive from Agency, for the Term of and as provided in this Agreement, Transmission Service necessary to deliver to Municipality Supplemental Power or Supplemental Power and WAPA Power, as applicable, to the Point(s) of Delivery to meet the needs of Municipality. The charges for Transmission Service shall be set forth in the S-1 Transmission Rate Schedule ~~C~~ and shall include a separate charge assessed to each Municipality that reflects the pricing of the Transmission Zone in which Municipality is located.

(b) The Point(s) of Delivery shall be as specifically defined in Schedule A. The Points of Delivery, Points of Measurement, delivery voltage, power factor, special conditions, and other conditions of service as necessary for Agency to perform its obligations under this Agreement shall all be set forth in Schedule A, which may be revised from time to time to include other Point(s) of Delivery and conditions of service. Schedule A may be revised based on mutual agreement of Municipality and Agency. In the event that the Point(s) of Delivery set forth in Schedule A are not on Municipality's electric system, Municipality shall be responsible for making separate provisions for transmission of power and energy to its system, including the installation and maintenance of any facilities required for it to receive such power and energy into its system.

(c) As a requirement of receiving Transmission Service, Municipality shall meet the Load Serving Requirements unless it is determined by Agency that nonconformance with a Load Serving Requirement will not adversely impact any generating or transmission facilities with which Municipality is interconnected; *provided, however*, that nothing in this Agreement shall be construed to relieve Municipality of any obligation to meet the Load Serving Requirements between Municipality, or between Agency on behalf of Municipality, and any third party, as may be appropriate.

(i) If Municipality fails to meet a Load Serving Requirement, Agency shall have the right, but not the obligation, to remedy any issue associated with the deficiency and directly charge Municipality for reimbursement of any associated costs.

(ii) To the extent Agency is assessed any fines or charges due to Municipality's

failure to meet a Load Serving Requirement, Agency shall directly charge to Municipality and Municipality shall pay to Agency the cost of such fines or charges as a separate charge, and Agency shall not include the cost of such fines or charges in the determination of the revenue requirements used by Agency to establish rates hereunder.

(d) Municipality hereby commits itself to take and pay for all of the Transmission Service made available to Municipality. Payments for Transmission Service shall be made at rates established in accordance with the provisions of Section ~~7 of this Agreement.~~

Section 7. RATES.

(a) Municipality shall pay Agency for all Supplemental Power furnished hereunder at the rates and on the terms and conditions set forth in Agency's S-1 Supplemental Power Rate Schedule, attached hereto as Schedule B and made a part hereof, as such schedule is initially established and adjusted from time to time pursuant to this Agreement. Municipality also shall pay Agency for all Transmission Service at the rates, terms, and conditions set forth in Agency's S-1 Transmission Rate Schedule, attached hereto as Schedule C and made a part hereof, as such schedule is initially established and adjusted from time to time pursuant to this Agreement. In the event Agency makes available Supplemental Power at the Point(s) of Delivery but Municipality fails to take or receive such power and energy, Municipality shall pay Agency for such availability in an amount equal to the product of the demand charge and energy charge for Supplemental Power in the S-1 Supplemental Power Rate Schedule ~~B~~ and the kilowatts and kilowatt-hours that would have otherwise been taken as evidenced by the total power and energy consumed by Municipality's customers during the billing period. In the event Agency makes available Transmission Service but Municipality fails to take or receive such service, Municipality shall pay Agency for the cost of such service. The amount of Transmission Service shall be determined in the same manner as for the previous month. The obligation of Municipality to make such payments for Supplemental Power and for Transmission Service furnished pursuant to this Agreement shall not be subject to any rights of setoff, recoupment, or counterclaim which Municipality may otherwise have against Agency; *provided, however*, that nothing contained herein shall be construed to prevent or restrict

Municipality from asserting any rights which it may have against Agency under this Agreement or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Agency shall establish and maintain rates contained in the S-1 Supplemental Power Rate Schedule ~~B~~, under this Agreement and the other Power Sale Agreements (S-1), which will provide revenues which are sufficient, but only sufficient, to meet the estimated revenue requirements of Agency, which revenue requirements shall, to the extent that other revenues of Agency, including but not limited to revenue from Other Power Sale Agreements (non-S-1), revenue from sales of surplus power and energy, and revenue from RTOs for transmission facilities owned by Western Minnesota or Agency, have not been actually applied to meet such requirements, ~~and which shall~~ consist of:

- (i) all payments under the Power Supply Contract(s);
- (ii) the cost to Agency of meeting its obligations pursuant to any Municipal Power Sale Agreement(s), excluding Transmission Service;
- (iii) the cost to Agency of operation and maintenance of facilities owned or operated by Agency, irrespective of whether operational control of such facilities has been turned over to an RTO, for the generation or transmission of power and energy pursuant to any Municipal Power Sale Agreement(s);
- (iv) the cost to Agency of renewals and replacements of facilities owned or operated by Agency for the generation or transmission of power and energy pursuant to any Municipal Power Sale Agreement(s);
- (v) the cost to Agency to establish an allowance for working capital, reasonable reserves for contingencies, and debt service coverage, deemed necessary by Agency in order to carry out its obligations;
- (vi) the cost to Agency of administration, general overhead, planning and operations, and any other member services to further the purposes of Agency, and associated with meeting Agency's obligations under any Municipal Power Sale Agreement(s);
- (vii) additional amounts, if any, which:
  - (aa) must be realized by Agency to meet the requirements of any rate covenant with respect to coverage of power costs or any component thereof under ~~the any~~ Power Supply Contract(s);
  - (ab) are required by Agency to facilitate the construction of power supply resources, or

(ac) are required by Agency to collect amounts described in Section 7(c); and

(viii) ~~that~~ the event Agency shall hereafter issue any bonds or indebtedness for the purpose of acquiring facilities (or an undivided interest therein or rights to capacity thereof) for the generation or transmission of power and energy to be sold under the Municipal Power Sale Agreements, such revenue requirements shall, in addition to the foregoing, include the following:

(aa) payments of principal and interest on all bonds and indebtedness of Agency issued in connection with its obligations under the Municipal Power Sale Agreements and payments which Agency is required to make into any debt service reserve fund or account under the terms of any bond or indebtedness resolution or other contract with holders of such bonds or indebtedness;

(ab) the establishment and maintenance of additional reserves as may be required by the terms of any bond or indebtedness resolution or other contract with holders of such bonds or indebtedness; and

(ac) additional amounts, if any, which must be realized by Agency in order to meet the requirements of any rate covenant with respect to coverage of debt service on such bonds or indebtedness under the terms of any bond or indebtedness resolution or other contract with holders of such bonds or indebtedness plus such additional amounts deemed desirable to facilitate marketing bonds and indebtedness of Agency of favorable terms.

(c) The Board of Directors of Agency may include in the S-1 Supplemental Power Rate Schedule a separate surcharge for a Municipality that (i) elects to arrange for Green Energy as part of its Supplemental Power, (ii) takes action that results in the reduction or discontinuation of its WAPA Power allocation, (iii) is subject to a CTC, or (iv) is subject to any other surcharge as provided in this Agreement.

(d) In addition to revenues collected through the rates calculated under Section 7(b), Agency may establish a CTC to collect the portion of its revenue requirements that Agency determines may make its existing rates exceed market levels in any of the states that restructure the regulation of their electric utility industries to promote the introduction of a competitive retail access environment and in which Agency sells Supplemental Power. Before establishing a CTC, Agency shall determine (i) an estimated amount of revenues to be collected from all of Agency's members who are parties to a Municipal Power Sale Agreement that is required to bring Agency's rates to competitive levels and that are not expected to be collected from other sources, (ii) the number of years during which the CTC is to be assessed and

revenues collected, (iii) the method by which the CTC will be assessed to any or all of the Municipalities, and (iv) the method for reconciling revenues with Agency's annual revenue requirement used to establish Supplemental Power rates under Section 7(b). The CTC charged to Municipality will be stated as a separate charge on Municipality's bill and shall be payable without relationship to the amount of power and energy purchased by Municipality in any individual month.

(e) Agency shall establish and maintain rates contained in the S-1 Transmission Rate Schedule ~~C~~ under this Agreement and the other Power Sale Agreements (S-1) which will provide revenues which are sufficient, but only sufficient, to meet the estimated revenue requirements of Agency, which revenue requirements shall consist of all costs to Agency of meeting its Transmission Service obligation, pursuant to Section 6, including but not limited to:

- (i) the cost from an RTO for Network Integration Transmission Service;
- (ii) the cost from an RTO for transmission expansion plans and related network upgrades;
- (iii) the cost from an RTO or other entity for directly assigned transmission facilities;
- (iv) the cost incurred from an RTO or other entity for under voltage, under frequency, and inadequate power factor;
- (v) any other cost incurred from an RTO or other entities for providing Transmission Service to Municipality;
- (vi) the cost of grandfathered transmission agreements for Transmission Service to Municipality; and
- (vii) the cost to Agency of administration and general overhead associated with meeting Agency's Transmission Service obligation.

For each Transmission Zone, the S-1 Transmission Rate shall include a separate charge assessed to each Municipality that reflects the pricing of the Transmission Zone in which Municipality is located.

(f) At such intervals as it shall determine appropriate, but in any event not less frequently than once each calendar year, the Board of Directors of Agency shall review and, if necessary, shall revise, the S-1 Supplemental Power Rate Schedule ~~B~~ and the S-1 Transmission Rate Schedule ~~C~~ to ensure that the rates thereunder continue to cover its estimate of all of the foregoing revenue requirements.

(g) In connection with any revision of the S-1 Supplemental Power Rate Schedule ~~B~~ or the S-1 Transmission Rate Schedule ~~C~~, Agency shall cause a notice in writing to be given to all Municipalities taking services under the Power Sale Agreements (S-1) which shall set out the revised ~~S-1 Supplemental Power Rate Schedule B~~ and the S-1 Transmission Rate Schedule ~~C~~ with the effective dates of such revisions not being less than thirty (30) nor more than ninety (90) days after the date of the notice, and shall be accompanied by an analysis of the estimated revenue requirements for which the S-1 Supplemental Power Rate Schedule ~~B~~ and the S-1 Transmission Rate Schedule ~~B~~ will be revised. All revisions of the S-1 Supplemental Power Rate Schedule ~~B~~ shall be consistent with the description of services provided in Sections 3 and 6 ~~of this Agreement~~. All revisions of the S-1 Transmission Rate Schedule ~~C~~ shall be consistent with the description of services provided in Sections 5 and 6 ~~of this Agreement~~. Municipality agrees that such revised S-1 Supplemental Power Rate Schedule ~~B~~ and revised S-1 Transmission Rate Schedule ~~C~~, as determined from time to time by the Board of Directors of Agency, shall be substituted for the S-1 Supplemental Power Rate Schedule ~~B~~ and the S-1 Transmission Rate Schedule ~~C~~ as they are initially adopted, revised, and then in effect, and agrees to pay for Supplemental Power and Transmission Service made available by Agency to it pursuant to this Agreement after the effective date of such revisions in accordance with the revised S-1 Supplemental Power Rate Schedule ~~B~~ and the revised S-1 Transmission Rate Schedule ~~C~~.

Section 8. COVENANTS OF AGENCY.

Agency shall endeavor to market and dispose of, under the most economically advantageous terms and conditions obtainable, all surplus power and energy obtained from its power supply resources, and which in the sole judgment of Agency can be disposed of without otherwise adversely affecting performance by Agency under this Agreement.

Section 9. COVENANTS OF MUNICIPALITY.

(a) Municipality agrees to maintain rates for power and energy to its consumers which shall provide to Municipality revenues sufficient to meet its obligations to Agency under this Agreement and the S-1 Supplemental Power Rate Schedule ~~B~~ and the S-1 Transmission Rate Schedule ~~C~~, as the same may be revised from time to time, and to pay all other obligations payable from, or constituting a charge

or lien on, such revenues. Payments made under this Agreement shall be made as operating expenses from the revenues of Municipality's electric utility system and from other funds thereof legally available therefor, and such payments shall be in addition to and not in substitution for any other payments whether on account of dues or other amounts owed by Municipality to Agency.

(b) Municipality shall not sell at wholesale any of the power and energy delivered to it hereunder to any customer of Municipality for resale by that customer, unless such resale is specifically approved in writing by Agency, which approval shall not unreasonably be withheld.-

~~(c) Municipality shall not use or permit to be used any of the power and energy acquired by it hereunder in any manner or for any purpose, or take any other action or omit to take any action, which could affect the eligibility of interest on bonds or indebtedness of Agency or Western Minnesota (whether then outstanding or thereafter to be issued) for exclusion from gross income of the owners for federal income tax purposes under Tax Laws.~~

(d) Municipality shall not take any action to transfer either its electric distribution facilities or control over its electric distribution functions or take any other action having the same effect without (i) notifying Agency at least ninety (90) days before formally committing to the action, and (ii) taking such action strictly in conformance with the provisions of Section 17.

Section 10. METER READINGS AND PAYMENT OF BILLS.

(a) Agency shall read meters or cause meters to be read at monthly intervals. Appropriate operating procedures shall be established by Agency with Municipality, and WAPA if necessary, to determine monthly the amounts of Supplemental Power and Transmission Service furnished hereunder. Payments under the S-1 Supplemental Power Rate Schedule ~~B~~ and the S-1 Transmission Rate Schedule ~~C~~ shall be made monthly via electronic funds transfer to such account(s) that Agency may designate, within fifteen (15) days after the bill therefor is ~~mailed~~ delivered to Municipality; (by mail, email, or other reasonable means determined by Agency), such bill to be provided to Municipality monthly on a prompt and timely basis. If the fifteenth day is a Sunday or a legal holiday in the state in which Municipality is located, the next following business day shall be the last day on which payment may be made without the

addition of the delayed payment charges set forth in the S-1 Supplemental Power Rate Schedule ~~B~~ and the S-1 Transmission Rate Schedule ~~C~~. Agency may, whenever any amount due remains unpaid after the due date and after giving fifteen (15) days' advance notice in writing of its intention to do so, discontinue service hereunder or take all steps available to it under applicable law to collect such amount and all subsequent payments which shall have become due or both. Agency may, whenever any amount due remains unpaid for one hundred twenty (120) or more days after the due date and after giving thirty (30) days' advance notice in writing of its intention to do so, terminate this Agreement. No such discontinuance or termination shall relieve Municipality from liability for payment for Supplemental Power or Transmission Service furnished hereunder.

(b) In the event Municipality desires to dispute all or any part of a bill, Municipality shall nevertheless pay the full amount of the bill when due and, within sixty (60) days from the date of the bill, notify Agency in writing of the grounds on which any charges in the bill are disputed and the amount in dispute. Municipality will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of Agency within the time and in the manner herein specified.

Section 11. METERING.

(a) Agency shall furnish or cause to be furnished, own, install, and maintain the necessary metering equipment required to measure and record the Supplemental Power and Transmission Service furnished hereunder. Such metering equipment shall provide a continuous record of the thirty (30) minute integrated total demand ~~of Municipality during each billing period throughout the term of this Agreement. Such records shall be available at all reasonable times to authorized agents of Municipality. Metering equipment shall provide a continuous record of the thirty (30) minute integrated total demand along with~~ and associated energy of Municipality during each billing period ~~throughout~~ the term of this Agreement. ~~This billing measurement replaces and otherwise be in accordance with the "Billing Measurement" procedure as outlined in terms of~~ the S-1 Supplemental Power Rate Schedule ~~B~~ and the S-1 Transmission Rate Schedule ~~C~~. Such records shall be available at all reasonable times to authorized agents of Municipality.

(b) Agency shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards in accordance with industry practices. Agency shall also make or cause to be made special meter tests at any time at Municipality's request. The costs of all tests shall be borne by Agency; *provided, however*, that if any special meter test made at Municipality's request shall disclose that the meters are recording accurately, Municipality shall reimburse Agency for the cost of such test. Meters registering not more than two percent above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such test; *provided, however*, that no correction shall be made for a longer period unless Agency and Municipality mutually agree thereto. Should any meter fail to register, the Supplemental Power and Transmission Service delivered during such period of failure shall for billing purposes be estimated by Agency and Municipality from the best information available. Agency shall notify Municipality or cause Municipality to be notified in advance of the time of any meter reading or test so that Municipality's representative may be present at such meter reading or test.

(c) For a fractional part of a billing period at the beginning or end of service, and for fractional periods due to withdrawals of service caused by inability to deliver, charges hereunder shall be proportionately adjusted by Agency in the ratio that the number of hours that service is furnished to Municipality (in such fractional billing period) bears to the total number of hours in the billing period involved.

Section 12. RIGHT TO ACCESS.

Duly authorized representatives of Agency and Municipality shall be permitted to enter the ~~other's~~other Party's premises at all reasonable times in order to carry out the provisions of this Agreement. \_

Section 13. UNCONTROLLABLE FORCES.

(a) Neither Agency nor Municipality shall be considered to be in default in respect to any delay or failure to carry out any obligation hereunder (other than the obligation of Municipality to take

and pay for Supplemental Power and Transmission Service made available hereunder) if prevented from fulfilling such obligations by reason of uncontrollable forces, the term uncontrollable forces being deemed for the purposes of this Agreement to mean any forces caused by or resulting from acts or events beyond the reasonable control of the Party affected, including but not limited to, acts of God; failure of facilities; flood, earthquake, explosion, storm, lightning, or fire; epidemic, pandemic, or pestilence; war, hostilities (whether war is declared or not), invasion, riot, civil disturbance, labor disturbance, sabotage, or terrorist threats or acts whether foreign or domestic, cyberattack; national or regional emergency; actions, restraint, or orders or regulations by government, court, or public authority; the inability of Agency, an RTO, a Market, or any successor organization(s) to deliver energy; embargoes or blockades in effect on or after the date of this Agreement; or any other events, whether similar or dissimilar, beyond the reasonable control of the affected Party, any or all of which by due diligence and foresight such Party could not reasonably have been expected to avoid. The Party affected shall, if practicable under the circumstances, give notice of the uncontrollable forces to the other Party within a reasonable time, stating the period of time the occurrence is expected to continue, if known. The Party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability and to minimize the effects of such uncontrollable forces, to the extent within its control, with all reasonable dispatch.

(b) If Agency is rendered unable to meet some or all of its obligations to provide Supplemental Power to Municipality because of uncontrollable forces, including those affecting Agency's ability to acquire from SPP power and energy or Transmission Service, or Agency's ability to acquire from MISO power and energy, ~~or~~ Transmission Service, or WAPA Power, Agency shall permit Municipality ~~and other similarly affected Municipalities which have entered into Power Sale Agreements~~ (S-1) to operate any generation owned by Municipality, or to acquire power and energy from sources other than Agency, in order to provide such amounts of power and energy necessary to meet the needs, in whole or in part, of Municipality and which are not supplied by Agency by reason of the uncontrollable force, and shall be permitted to do so for the duration of such uncontrollable force. Municipality shall, if

Formatted: Font: 9 pt

Formatted: Centered

practicable under the circumstances, give notice to Agency within a reasonable time to coordinate the operation of the local generation and Agency's Supplemental Power obligation and Transmission Service.

Section 14. COOPERATION BETWEEN AGENCY AND MUNICIPALITY.

If, in the maintenance of their respective electric systems or other electric systems over which Municipality may obtain delivery of electric power and energy, it becomes necessary by reason of any emergency or extraordinary condition for either Agency or Municipality to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the providing Party shall cooperate with the other and render such assistance as the providing Party may determine to be available. The requesting Party, upon receipt of properly itemized bills from the providing Party, shall reimburse the providing Party for all costs properly and reasonably incurred by it in providing assistance. These reimbursement provisions are not contingent on a declaration by the federal government of an emergency, major disaster, or fire.

Section 15. CONSTRUCTION, OPERATION, AND MAINTENANCE OF MUNICIPALITY'S ELECTRIC SYSTEM.

Municipality agrees to construct, operate, and maintain its electric system in accordance with Prudent Utility Practices and shall install, operate, and maintain such proper service protection equipment and other facilities as will coordinate with the protective relaying and other protective arrangements on the system from which power and energy is delivered to it. Nothing contained in this section in any way releases Municipality of its obligations, if any, to the MRO or NERC.

Section 16. RENEWABLE RESOURCE GENERATION.

Municipality shall be permitted to annually generate energy from local renewable resources which are directly connected to Municipality's distribution system and which Municipality owns, or for which it contracts with a third party to acquire, for local use as described in this Section (excluding customer-owned renewable distributed generation), in an amount which shall not exceed five percent of the annual energy purchased by Municipality from Agency in the previous calendar year. The agreement of the Parties shall be set forth in a separate member renewable resources agreement executed by Agency,

Western Minnesota, and Municipality, which shall provide that Municipality will sell all such energy to Agency, and Agency in turn will sell such energy to Municipality, both at rates established pursuant to the terms of the renewable resource agreement. The member renewable resources agreement shall contain such other terms and conditions as are deemed appropriate by Agency and Municipality.

Section 17. ASSIGNMENTS.

All covenants and agreements contained in this Agreement shall inure to the benefit of Agency and Municipality and their respective successors and assigns; *provided, however*, that, except as provided in Section 26 below, no Party may transfer or assign its interests or rights under this Agreement except that (i) a Party may transfer or assign its interests or rights ~~or the assignment of the~~under this Agreement or grant a security interest therein to any trustee or secured party, as security for bonds or other indebtedness, present or future, and such trustee or secured party may, if so empowered, sell or otherwise realize upon such security in foreclosure or other suitable proceedings, possess or take control thereof, or cause a receiver to be appointed with respect thereto and otherwise succeed to all interests and rights of the Party making the assignment; and (ii) in the case of a proposed transfer to either any entity acquiring all or substantially all the property of the Party making the transfer, or any entity into which or with which the Party making the transfer may be merged or consolidated, the Party proposing the transfer shall give Agency and Western Minnesota written notice at least ninety (90) days prior to the date such transfer or assignment is scheduled to occur and must obtain the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for Agency and/or Western Minnesota to withhold such consent if such transfer or assignment would (a) reduce the total amount of Supplemental Power being sold hereunder; (b) be to a party (other than a ~~Municipality~~municipality) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; (c) adversely affect the value of this Agreement as security for the payment of bonds or indebtedness and interest thereon; or (d) affect (either alone or in conjunction with any other actions by Municipality and/or other Municipalities) the eligibility of interest on bonds or indebtedness of Agency or Western Minnesota (whether then outstanding or

thereafter to be issued) for exclusion from gross income of the owners for ~~Federal~~federal income tax purposes under Tax Laws. In making the determination required by clause (d) above, Agency and Western Minnesota may rely upon an opinion of a nationally recognized bond counsel as to the effect of any such transfer or assignment on the ~~Federal~~federal tax-exempt status of any bonds or indebtedness (whether then outstanding or thereafter to be issued), as that status is governed by Tax Laws. Within sixty (60) days after receipt of a notice from Municipality requesting a transfer or assignment, Agency and Western Minnesota shall advise Municipality as to whether, in the opinion of a nationally recognized bond counsel, the transfer or assignment would affect the eligibility of interest on bonds or indebtedness for ~~Federal~~federal tax-exempt status as described in clause (d) above. In the event that allocations (including, but not limited to allocations relating to private use issues) are necessary under the Tax Laws to determine whether entering into any such transfer or assignment affects the eligibility of interest on bonds or indebtedness for ~~Federal~~federal tax-exempt status as described in clause (d) above, Agency and Western Minnesota shall make such allocations, in their sole discretion, after receipt of an opinion of a nationally recognized bond counsel.

Notwithstanding anything in this Section to the contrary, Municipality may transfer or assign this Agreement if it affects the eligibility of interest on bonds or indebtedness for ~~Federal~~federal tax-exempt status as described in clause (d) above if, but only if, the transferee enters into an agreement in form and substance satisfactory to Agency and Western Minnesota providing that the transferee will bear and pay any and all increased costs allocated to it resulting from the use by Agency or Western Minnesota of Non-Tax Exempt Funds, as a consequence of the Agency or Western Minnesota taking remedial action in order to preserve the tax-exempt status of affected bonds or indebtedness as described in clause (d) above or the loss of the tax-exempt status with respect to the debt of the Agency or Western Minnesota as described in clause (d) above. Agency and Western Minnesota, in their sole discretion, after receipt of an opinion of a nationally recognized bond counsel, shall allocate on a reasonable basis the increased costs associated with the use of such Non-Tax Exempt Funds, any such remedial action or the loss of the tax-exempt status of bonds or indebtedness as described above to any such transferee, and they shall

determine the terms and conditions upon which the transferee shall pay such increased costs. Any such agreement shall contain such other terms and provisions as Agency and Western Minnesota reasonably deem necessary in order to preserve the [Federal/federal](#) tax-exempt status of any borrowed funds not intended by Agency or Western Minnesota to be issued as debt which is not excludable from gross income for [Federal/federal](#) income tax purposes. No assignment or transfer of this Agreement shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Parties.

In connection with any such proposed transfer or assignment under this Section, various opinions are required to be delivered by a nationally recognized bond counsel. Such counsel or counsels shall be chosen by Agency and Western Minnesota and the cost of such counsel or counsels shall be borne by the Party requesting the transfer or assignment. Any of the opinions required under this Section may be delivered in one or more opinions. No other assignments or transfers will be permitted under this Section.

Section 18. RECORDS AND ACCOUNTS.

Agency and Western Minnesota shall keep accurate records and accounts of their respective properties and operations in accordance with the [Federal Energy Regulatory Commission's FERC's](#) Uniform System of Accounts Prescribed for Major Utilities and Licensees in effect from time to time. Municipality shall have the right at any reasonable time to examine such accounts. Agency and Western Minnesota shall cause such accounts to be audited annually by a firm of independent public accountants of national reputation and shall make such audits available to Municipality.

Section 19. INFORMATION.

Agency and Municipality will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Agreement or as may be reasonably necessary and convenient in the conduct of the operations of the Party requesting such information.

Section 20. PRIVACY AND SECURITY OF INFORMATION ON INDIVIDUALS.

Agency is a political subdivision that operates under the intergovernmental cooperation laws of the states in which it has members and thus is generally subject to public records laws analogous to those

of its members. Such laws require that certain data collected or exchanged in carrying out the purposes of this Agreement shall be treated as non-public and confidential information, as defined by applicable law. A Party disclosing any such information in the performance of this Agreement shall designate in writing the information as confidential, using the phrase “Confidential, Subject to Restricted Access and Disclosure,” or similar words. The Party receiving any such designated information may not disclose such information to any third party, except as required by law, by a specific written agreement among the Parties and/or the subject of the information, or as otherwise provided in this Section. In the event a Party in receipt of confidential information receives a request for disclosure of the confidential information and, in the opinion of legal counsel for the receiving Party, disclosure is required by law, then that Party shall immediately inform the Party who disclosed the information prior to making any such disclosure. Each Party shall cooperate to enable the Party who disclosed the information, or other affected entities, if they so desire, to obtain a protective order or other reliable assurance that confidential treatment will be maintained consistent with applicable law. Each Party agrees to defend, indemnify, and hold harmless the other Parties and their officials, officers, agents, employees, and volunteers from and against any claims resulting from the indemnifying Party’s unauthorized and unlawful disclosure and/or use of data in violation of the terms of this Section. The terms of this Section shall survive the cancellation or termination of this Agreement for a term as provided by law or, in the absence of a specific law, as provided by records management policies of each respective Party.

Section 21. AMENDMENT.

Except as provided for expressly herein, neither this Agreement nor any terms hereof may be terminated, amended, supplemented, waived, or modified except by an instrument in writing executed by all Parties to this Agreement, *that is* this individual agreement among Agency, Western Minnesota, and City of <Municipality>.

Section 22. OPINION AS TO VALIDITY.

Upon the execution and delivery of this Agreement, Municipality shall furnish Agency with an opinion by an attorney or firm of attorneys qualified to practice in the state in which Municipality is located to the effect that:

(a) Municipality is a municipal corporation duly created and validly existing pursuant to the Constitution and statutes of such state;

(b) Municipality has full legal right and authority to enter into this Agreement and to carry out its obligations hereunder; and

(c) Municipality has approved this Agreement and its execution and delivery, and this Agreement has been duly executed by the appropriate officer of Municipality and constitutes the legal, valid, and binding obligation of Municipality enforceable in accordance with its terms.

Section 23. NOTICES.

Any notice, demand, or request required or authorized by this agreement shall be deemed properly given if mailed, postage prepaid, to Agency at its principal place of business at 3724 West Avera Drive, P.O. Box 88920, Sioux Falls, South Dakota 57109-8920, to Municipality at \_\_\_\_\_, and to Western Minnesota at ~~25 NW 2<sup>nd</sup> 129 Second Street, Suite 102 NW,~~ Ortonville, Minnesota 56278-1441. The foregoing addresses may be changed at any time by similar notice. All notices given to Agency shall also be given to any New Power Supplier.

Section 24. WAIVERS.

Any waiver at any time by any Party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

Section 25. SEVERABILITY.

In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such term, covenant, or condition, ~~shall be held invalid~~ as to any person or circumstance, shall be held invalid by any court having jurisdiction under the circumstances, the remainder of this Agreement,

and the application of its terms, covenants, or conditions to such persons or circumstances, shall not be affected thereby.

Section 26. SECURITY FOR POWER SUPPLY CONTRACTS.

(a) Municipality acknowledges and agrees that Agency may pledge and assign an undivided interest in all of its right, title, and interest in and to all payments to be made to Agency by Municipality under this Agreement to Western Minnesota and each New Power Supplier to secure Agency's obligations to each under its respective Power Supply Contract. Upon execution of any such pledge and assignment, Western Minnesota and the New Power Supplier(s) shall have all of the rights and remedies provided to Agency under this Agreement.

(b) Municipality and Western Minnesota hereby agree that, if Agency shall be unable to perform, or shall default in the performance of, its obligations under this Agreement for any reason whatsoever including, without limitation, by reason of any defect in the organization or other legal disability of Agency (but not if such default is the result of a default by Western Minnesota under its Power Supply Contract) or if Agency shall default in the performance of any of its obligations under its Power Supply Contract with Western Minnesota, then Western Minnesota shall be entitled and obligated to the extent lawfully empowered to do so, to assume the rights, duties, and obligations of Agency under this Agreement as fully as if this Agreement named and referred to Western Minnesota herein in every place where Agency is herein named and referred to; *provided that* the obligation of Western Minnesota to meet the requirements of Municipalities for ~~Supplemental Power~~ power and energy hereunder and under the Power Sale Agreements (S-1) shall be limited to an obligation to supply to the extent available an amount of power and energy hereunder and under the other Power Sale Agreements (S-1) up to that amount of power and energy which is associated with the capacity entitlement acquired by Agency under its Power Supply Contract with Western Minnesota. In the event that such amount of ~~electric~~ power and energy shall be less than the amount of ~~Supplemental Power~~ power and energy required hereunder and under the other Power Sale Agreements (S-1), the amount of available ~~electric~~ power and energy shall be allocated monthly among Municipality and other Municipalities which have entered into Power Sale

Agreements (S-1) pro rata in accordance with their respective ~~electric~~ power and energy requirements required to be met hereunder and thereunder during the corresponding month of the calendar year which precedes the calendar year in which Agency's inability to perform or default shall have occurred.

(c) The obligations of Municipality to Western Minnesota and the New Power Supplier(s) hereunder shall not be dependent upon, or affected by, the due organization or existence of Agency, the validity of this Agreement as to Agency, the enforceability of this Agreement against Agency, or any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, dissolution, or the like of Agency.

Section 27. NEW POWER SUPPLIER(S); PARTIES TO THIS AGREEMENT.

In the event Agency shall hereafter enter into a contract with one or more New Power Supplier(s) providing for the acquisition by Agency from the New Power Supplier(s) of power supply resources and such contract(s) satisfies all applicable requirements of the Power Supply Contract relating to the opening of the pledge provided for in Section 26 above to the New Power Supplier(s), then the New Power Supplier(s) may become a party hereto upon the execution by Agency and the New Power Supplier(s) of an agreement(s) pursuant to which the New Power Supplier(s) agree(s) to be bound by all of the terms and conditions hereof to the extent that such terms and conditions are applicable to a New Power Supplier, including, with respect to that New Power Supplier's Power Supply Contract, the rights and obligations similar to those applicable to Western Minnesota under Section 26(b). From and after the effective date of such agreement between the New Power Supplier and Agency, the New Power Supplier shall be a party hereto and the contract between the New Supplier and Agency providing for the acquisition of the power supply resources shall be a Power Supply Contract as such term is used herein, all without any further action or consent by any other Party hereto.

Section 28. ENTIRE AGREEMENT.

~~The Agreement, including Section 27 and Section 28, shall be the entire agreement between the Parties with respect to the subject matter hereof and, as of January 2, 2027, shall supersede all prior agreements and understandings between the Parties relating to the subject matter hereof, and no~~

subsequent agreements will ~~not~~ have any effect unless formed in accordance with Section 21.

*[The remainder of this page is intentionally left blank; the signature page follows.]*

Formatted: Font: 9 pt

Formatted: Centered

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, as amended and restated, to be executed as of the date stated below.

MISSOURI BASIN MUNICIPAL POWER AGENCY d/b/a MISSOURI RIVER ENERGY SERVICES

[SEAL]

By \_\_\_\_\_  
~~Chairman, Harold Schiebout~~Chair, Vernell

~~Roberts~~  
ATTEST:

\_\_\_\_\_  
Date

~~Brad Roos~~Steve Lehner, Secretary/Treasurer

CITY OF <MUNICIPALITY>

[SEAL]

By \_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
(Signature)  
Title:

\_\_\_\_\_  
Date

WESTERN MINNESOTA MUNICIPAL POWER AGENCY

[SEAL]

By \_\_\_\_\_  
President, ~~William Schwand~~Scott Hain

ATTEST:

\_\_\_\_\_  
Date

~~Scott Hain~~Travis Schmidt, Secretary

Formatted: Font: 9 pt  
Formatted: Centered

MISSOURI BASIN MUNICIPAL POWER AGENCY  
d/b/a MISSOURI RIVER ENERGY SERVICES  
POWER SALE AGREEMENT (S-1)  
SCHEDULE A

POINTS OF DELIVERY, MEASUREMENT AND ADJUSTMENTS

Valley City, North Dakota

POINTS OF DELIVERY

1. Electric power and energy associated with Supplemental Power will be delivered to the Municipality at the point where the facilities of the Southwest Power Pool Upper Missouri Zone (“UMZ”) interconnects with Municipal’s electric system at 69 kV and 115 kV.

POINTS OF MEASUREMENT

1. Electric power and energy will be measured at the following points.
  - a. 115 kV breaker 662 in WAPA’s Valley City Substation.
  - b. 69 kV breaker 1144 in WAPA’s Valley City Substation.
2. Electric power and energy associated with Supplemental Power will be delivered in amounts as required to compensate for losses to the Point of Measurement.

ADJUSTMENTS

1. If the power and energy is metered on the low side of the transmission to distribution transformer(s), the meter will internally compensate for difference between the Delivery Point and the Point of Measurement.
2. The power and energy is metered at the Delivery Point, so no internal compensation or meter reading adjustments between the Delivery Point and Point of Measurement are necessary.
3. If the Municipality receives electric power and energy over an electric system other than its own and that of the UMZ, meter readings for such electric power and energy will be increased by an amount required to compensate for losses in accordance with the agreement of the Municipality or the Agency, as the case may be, with such electric systems.

EFFECTIVE DATE

This Schedule A shall be effective as of January 2, 2027.

*[The remainder of this page is intentionally left blank; the signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have agreed that this Schedule A shall be executed as of the date stated below, and effective as of January 2, 2027.

MISSOURI BASIN MUNICIPAL POWER  
AGENCY d/b/a MISSOURI RIVER ENERGY  
SERVICES

[SEAL]

By \_\_\_\_\_  
Matt Schull  
President & Chief Executive Officer

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry Wolf  
Vice President & Chief Operating Officer

CITY OF VALLEY CITY

[SEAL]

By \_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
[Name, Title]

\_\_\_\_\_  
Date

MISSOURI BASIN MUNICIPAL POWER AGENCY  
d/b/a MISSOURI RIVER ENERGY SERVICES  
POWER SALE AGREEMENT (S-1)  
SCHEDULE A

POINTS OF DELIVERY, MEASUREMENT AND ADJUSTMENTS

Valley City, North Dakota

POINTS OF DELIVERY

1. Electric power and energy associated with Supplemental Power will be delivered to the Municipality at the point where the facilities of the Southwest Power Pool Upper Missouri Zone (“UMZ”) interconnects with Municipal’s electric system at 69 kV and 115 kV.

POINTS OF MEASUREMENT

1. Electric power and energy will be measured at the following points.
  - a. 115 kV breaker 662 in WAPA’s Valley City Substation.
  - b. 69 kV breaker 1144 in WAPA’s Valley City Substation.
2. Electric power and energy associated with Supplemental Power will be delivered in amounts as required to compensate for losses to the Point of Measurement.

ADJUSTMENTS

1. If the power and energy is metered on the low side of the transmission to distribution transformer(s), the meter will internally compensate for difference between the Delivery Point and the Point of Measurement.
2. The power and energy is metered at the Delivery Point, so no internal compensation or meter reading adjustments between the Delivery Point and Point of Measurement are necessary.
- ~~2.3.~~ If the Municipality receives electric power and energy over an electric system other than its own and that of the UMZ, meter readings for such electric power and energy will be increased by an amount required to compensate for losses in accordance with the agreement of the Municipality or the Agency, as the case may be, with such electric systems.

EFFECTIVE DATE

This Schedule A shall be effective as of January 2, 2017~~2027~~.

*[The remainder of this page is intentionally left blank; the signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have agreed that this Schedule A shall be executed as of the date stated below, and effective as of January 2, ~~2017~~2027.

MISSOURI BASIN MUNICIPAL POWER  
AGENCY d/b/a MISSOURI RIVER ENERGY  
SERVICES

[SEAL]

By \_\_\_\_\_

Matt Schull  
President & Chief Executive Officer, ~~Tom~~

~~Heller~~

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Raymond J. Wahle  
Director, Power Supply and Operations  
Terry Wolf  
Vice President & Chief Operating Officer

CITY OF VALLEY CITY

[SEAL]

By \_\_\_\_\_  
(Signature)

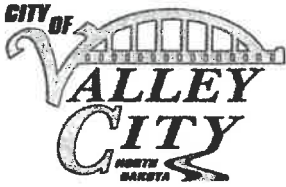
\_\_\_\_\_  
Name (Printed)

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
[Name, Title]

\_\_\_\_\_  
Date



**City of Valley City, North Dakota**  
**Application for Property Tax Exemption**  
**Improvements to Commercial & Residential Buildings**

N.D.C.C. ch. 57-02.2  
 File with City Assessor

**Property Identification**

1. Legal description of property for which exemption is claimed Weiser's ADD to Valley city  
W 80' lots 1+2 Block 8

2. Address of Property 348 7th Ave NE 3. Parcel Number 63-5860702

4. Name of Property Owner Silvers Creek Properties Phone No. 701 490 2961

5. Mailing Address of Property Owner 234 E Main ST Valley city

**Description of Improvements for Exemption**

6. Describe type of remodel, renovation, alteration or addition made to the building for which exemption is claimed  
 (attach additional sheets if necessary) Siding, windows, ~~the~~ garage roof

7. Building Permit No. \_\_\_\_\_ 8. Year Built \_\_\_\_\_

9. Date of commencement of making the improvements 2005 T.B.D. / JULY 2

**Applicant's Certification & Signature**

10. I certify the information contained in this application is correct to the best of my knowledge.

Applicant [Signature] Date 6/11/2026

**Assessor's Determination & Signature**

11. Estimated market value of property before the improvements \$ 49,900

12. Cost of making the improvement (all labor, material and overhead) \$ 25,000

13. Estimated market value of property after the improvements \$ 68,200

14. The assessor finds the improvements described in this application  DOES  DOES NOT  
 meet the qualifications for the exemptions for the following reason(s) meets guidelines for residential remodel exemption

Assessor [Signature] Date 6-18-26

**Action of Governing Body**

15. Action taken on this application by the governing board of the City: APPROVED DENIED

Approval is subject to the following conditions: \_\_\_\_\_

Exemption is allowed for the years 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_

City Auditor \_\_\_\_\_ Date \_\_\_\_\_

## **GUIDELINES**

1. Residential structures being remodeled must be 25 years old or older (this provision does not apply to commercial buildings; however, if a commercial building is remodeled or altered into an apartment or residential building, it must be 25 years or older to qualify).
2. Remodel project must add a minimum of \$25,000 or 25% of the pre-improvement assessed value of the structure.
3. To be eligible for the exemption, application must be made prior to the completion of the improvements and no more than six months following the date of commencement of making the improvements.
4. Exemption applies only to remodel project; added projects do not qualify. Land is not eligible for exemption.
5. Exemption covers 5 taxable years and is transferable to subsequent owners.
6. Taxes and specials cannot be delinquent during the 5-year period.
7. The owner of a residential property will have a limit of two years from date of approval by City Commission to complete all work stated in the scope of work.

### **Improvements to commercial or residential structures that qualify:**

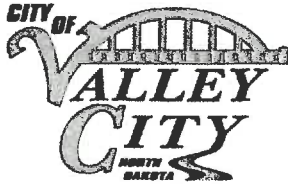
- Renovation - Restoring to a previous condition or to a good state of repair.
- Remodeling - Changes to style or form to correct functional deficiencies.
- Alteration - Changing, modifying or varying by material change.
  
- Addition - A structure attached to existing building, increasing size.

### **Improvements that do not qualify:**

- Complete replacement of one building with another building.
- A separate structure not attached to the existing building.
- Improvements prior to six months before governing body approves exemption.

### **NOTE:**

*This resolution may be rescinded or amended at any time, and the governing body may limit or impose conditions including limitations on the time during which an exemption is allowed.*



**City of Valley City, North Dakota**  
**Application for Property Tax Exemption**  
**Improvements to Commercial & Residential Buildings**

N.D.C.C. ch. 57-02.2  
 File with City Assessor

**Property Identification**

1. Legal description of property for which exemption is claimed 1/B/P 33-3 Anders + Siftons  
ADD TO VC

2. Address of Property 281 College ST SW 3. Parcel Number 63-0250387

4. Name of Property Owner Silver Creek Properties LLC Phone No. 701-490-2961

5. Mailing Address of Property Owner 234 E Main ST Valley City

**Description of Improvements for Exemption**

6. Describe type of remodel, renovation, alteration or addition made to the building for which exemption is claimed  
 (attach additional sheets if necessary) New Windows, New Siding, fix Deck, New Roof.  
~~Interior Remodel~~ POINT clean interior

7. Building Permit No. N/A 8. Year Built \_\_\_\_\_

9. Date of commencement of making the improvements T.B.D OF JULY 1

**Applicant's Certification & Signature**

10. I certify the information contained in this application is correct to the best of my knowledge.

Applicant [Signature] Date 6/11/2026

**Assessor's Determination & Signature**

11. Estimated market value of property before the improvements \$ 85,300

12. Cost of making the improvement (all labor, material and overhead) \$ 25,000

13. Estimated market value of property after the improvements \$ 112,300

14. The assessor finds the improvements described in this application  DOES  DOES NOT  
 meet the qualifications for the exemptions for the following reason(s) meets guidelines for  
residential remodel exemption

Assessor [Signature] Date 6-18-26

**Action of Governing Body**

15. Action taken on this application by the governing board of the City: APPROVED DENIED

Approval is subject to the following conditions: \_\_\_\_\_

Exemption is allowed for the years 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_

City Auditor \_\_\_\_\_ Date \_\_\_\_\_

## **GUIDELINES**

1. Residential structures being remodeled must be 25 years old or older (this provision does not apply to commercial buildings; however, if a commercial building is remodeled or altered into an apartment or residential building, it must be 25 years or older to qualify).
2. Remodel project must add a minimum of \$25,000 or 25% of the pre-improvement assessed value of the structure.
3. To be eligible for the exemption, application must be made prior to the completion of the improvements and no more than six months following the date of commencement of making the improvements.
4. Exemption applies only to remodel project; added projects do not qualify. Land is not eligible for exemption.
5. Exemption covers 5 taxable years and is transferable to subsequent owners.
6. Taxes and specials cannot be delinquent during the 5-year period.
7. The owner of a residential property will have a limit of two years from date of approval by City Commission to complete all work stated in the scope of work.

### **Improvements to commercial or residential structures that qualify:**

- Renovation - Restoring to a previous condition or to a good state of repair.
- Remodeling - Changes to style or form to correct functional deficiencies.
- Alteration - Changing, modifying or varying by material change.
  
- Addition - A structure attached to existing building, increasing size.

### **Improvements that do not qualify:**

- Complete replacement of one building with another building.
- A separate structure not attached to the existing building.
- Improvements prior to six months before governing body approves exemption.

### **NOTE:**

*This resolution may be rescinded or amended at any time, and the governing body may limit or impose conditions including limitations on the time during which an exemption is allowed.*

## FINAL REVIEW AND ACCEPTANCE

CONTRACTOR:

CONTRACTOR ADDRESS:

PROJECT NAME:

OWNER:

OWNER ADDRESS:

On this Date, June 30<sup>th</sup>, 2026 a final review of the project as constructed was made.

The Contractor hereby certifies that the construction is completed in accordance with the plans and specifications, approved Change Orders, and terms of the contract. The Contractor further certifies that there are no unpaid bills or labor disputes in connection with this contract and that the amount of \$ 617,808.64 shown on the final estimate is the total remaining amount due for all work completed for the project.

The making and acceptance of final payment will constitute a waiver of all Claims by Owner against Contractor, except Claims arising from defective Work appearing after final inspection, from failure to comply with the Contract Documents or the terms of any special guarantees or warranties specified therein, or from Contractor's continuing obligations under the Contract Documents. The making and acceptance of final payment will constitute a waiver of all future Claims by Contractor against Owner other than those previously made and expressly acknowledged by Owner in writing as still unsettled.

The undersigned Owner does hereby agree that all construction and engineering work on the project is complete and does satisfy all terms of appropriate construction or engineering agreements.

Owner and Contractor do hereby acknowledge that the one year warranty period will begin on September 8<sup>th</sup>, 2025.

\_\_\_\_\_  
(Owner Signature)

\_\_\_\_\_  
(Contractor Signature)

By: \_\_\_\_\_  
(Typed or Printed Name)

By: \_\_\_\_\_  
(Typed or Printed Name)

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

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

Witnessed By: KLJ Engineering LLC

Chad Petersen  
(Engineer Signature)

By: Chad Petersen  
(Typed or Printed Name)

**Contract Number:** 2304-01791  
**Pay Request Number:** 3

Project Number	Project Description
Paving Imp. Dist. 129 & 132	Valley City Seal Coat, Sand Seal, HMA & Incidentals

<b>Contractor:</b> Asphalt Surface Technologies Corp. P.O. Box 1025 St. Cloud, MN 56302	<b>Vendor Number:</b> <b>Up To Date:</b> 03/24/2026
---	--

Contract Amount		Funds Encumbered	
Original Contract	\$619,456.43	Original	\$619,456.43
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$619,456.43	Total	\$619,456.43

Work Certified To Date	
Base Bid Items	\$617,808.64
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$617,808.64

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$34,933.20	\$617,808.64	\$0.00	\$568,303.55	\$49,505.09	\$617,808.64
Percent: Retained: 0%				Percent Complete: 99.73%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By  
 Gwen Crawford  
 City Administrator  
 Date:

Recommended by KLJ Engineering  
 Chad Petersen *Chad Petersen*  
 Project Engineer  
 Date: 7-1-26

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-09-05	\$523,921.48	\$0.00	\$523,921.48
2	2025-10-20	\$58,953.96	\$14,571.89	\$44,382.07
3	2026-03-24	\$34,933.20	(\$14,571.89)	\$49,505.09

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Local		\$617,808.64	\$0.00	\$568,303.55	\$49,505.09	\$617,808.64

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Local	\$49,505.09	\$619,456.43	\$619,456.43	\$617,808.64

Contract Item Status											
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	Percent Complete
Base Bid	1	103.0100	CONTRACT BOND	L SUM	\$2,400.00	1	0.3675	\$882.00	1	\$2,400.00	100%
Base Bid	2	203.0138	COMMON EXCAVATION-SUBCUT	CY	\$78.75	470	0	\$0.00	237	\$18,663.75	50.43%
Base Bid	3	302.0138	SALVAGED BASE COURSE	TON	\$52.50	587	0	\$0.00	135.04	\$7,089.60	23.01%
Base Bid	4	401.0070	FOG SEAL	GAL	\$10.00	2535	0	\$0.00	2604	\$26,040.00	102.72%
Base Bid	5	411.0105	MILLING PAVEMENT SURFACE	SY	\$15.23	1165	0	\$0.00	1499	\$22,829.77	128.67%
Base Bid	6	420.0111	CRS2P EMULSIFIED ASPHALT	GAL	\$2.96	53314	0	\$0.00	49192	\$145,608.32	92.27%

Contract Item Status											
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	Percent Complete
Base Bid	7	420.0125	COVER COAT MATERIAL CL 41	TON	\$59.88	1521	0	\$0.00	1551.48	\$92,902.62	102%
Base Bid	8	420.0146	COVER COAT MATERIAL CL 45	TON	\$50.33	46	0	\$0.00	52.22	\$2,628.23	113.52%
Base Bid	9	430.0500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	\$220.50	444	0	\$0.00	652.78	\$143,937.99	147.02%
Base Bid	10	702.0100	MOBILIZATION	L SUM	\$96,000.00	1	0.3547	\$34,051.20	1	\$96,000.00	100%
Base Bid	11	709.0000	GEOSYNTHETIC MATERIAL TYPE R1	SY	\$3.68	1407	0	\$0.00	205	\$754.40	14.57%
Base Bid	12	762.0103	PVMT MK PAINTED-MESSAGE	SF	\$15.00	289	0	\$0.00	289	\$4,335.00	100%
Base Bid	13	762.1104	PVMT MK PAINTED 4IN LINE	LF	\$1.98	3834	0	\$0.00	4246	\$8,407.08	110.75%
Base Bid	14	762.1106	PVMT MK PAINTED 6IN LINE	LF	\$3.75	4340	0	\$0.00	3890	\$14,587.50	89.63%
Base Bid	15	762.1108	PVMT MK PAINTED 8IN LINE	LF	\$3.97	399	0	\$0.00	260	\$1,032.20	65.16%
Base Bid	16	762.1124	PVMT MK PAINTED 24IN LINE	LF	\$10.27	1174	0	\$0.00	1199	\$12,313.73	102.13%

Contract Item Status											
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	Percent Complete
Base Bid	17	762.1140	PVMT MK PAINTED CURB TOP & FACE	LF	\$5.53	393	0	\$0.00	1165	\$6,442.45	296.44%
Base Bid	18	762.1360	PAVEMENT MARKING 4IN LINE-MASKING	LF	\$2.00	5918	0	\$0.00	5918	\$11,836.00	100%
<b>Base Bid Totals:</b>								<b>\$34,933.20</b>		<b>\$617,808.64</b>	

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
Paving Imp. Dist. 129 & 132		\$34,933.20	\$617,808.64

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
									<b>\$0.00</b>		<b>\$0.00</b>

Contract Change Totals			
Number	Description	Effective Date	Amount

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

<b>Contract Total</b>				<b>\$617,808.64</b>		
-----------------------	--	--	--	---------------------	--	--