



County Administrator

Robert W. Wilson
701-241-5770
wilsonro@casscountynd.gov

MEMO

TO: County Commissioners
FROM: Robert W. Wilson
DATE: June 2, 2021
SUBJECT: Finance Committee Recommendations

The Cass County Finance Committee met on June 1, 2021 to receive and discuss a proposal from Bell Bank to reposition County funds to better maximize interest earning potential while minimizing risk. The County met with Bell after the Finance Department contacted several institutions and Bell Bank indicated they had the ability to provide investment options that yield the best returns with minimal risk.

As a result of disciplined financial management Cass County is in a strong position and at any given time has a significant amount of assets essentially in checking accounts. As an alternative to the current accounts that generate very little interest, Finance Director Mike Montplaisir and Finance Department staff have determined the County can invest up to \$25 million in various type of short-term bonds and other extremely safe investment tools that will provide greater returns.

The proposal from Bell is, in a multi-step process to move increments of \$5 million into investments that will return 1.5% APR over a period of time. While that sounds like a modest return, our current money market account at Bell is earning 0.7% APR.

At the meeting on June 7th. I am recommending the Board concur with the recommendations of the County Finance Committee.

SUGGESTED MOTION: Move to authorize the Finance Office to invest up to \$25 million of County General Funds with Bell Bank and authorize the County Administrator to act as a signer on all new and current accounts in the interim until a Finance Director is hired.

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

www.casscountynd.gov



Investment Management Agency Agreement

Account Name: CASS COUNTY GOV IMA

Account Number: _____

Account Owner(s) ("Client"): CASS COUNTY GOVERNMENT

I. Investment Management Agency Agreement Governing Provisions

Client hereby appoints Bell Bank ("BELL") to act for and on behalf of Client and in Client's name as agent, custodian and investment manager of cash, securities and any other assets acceptable to BELL now or hereafter transferred to BELL by Client.

- Investment Management Agency Account.** BELL shall hold all assets transferred to BELL by Client in an Investment Management Agency account referred to in this Agreement as the "IMA." All securities in the IMA will be held either by (1) BELL or a bank correspondent; (2) a securities depository authorized by law to accept deposit of securities; or (3) a custodian selected by BELL which may act as BELL's agent. BELL may register securities in the name of (1) a nominee of BELL; (2) a nominee of a bank correspondent; or (3) a nominee of a securities depository or custodian.
- Investment Management Authority.** Client grants BELL full discretion to invest and trade in stocks, bonds, mutual funds, hedge funds, other securities or other types of investments, including money market instruments and other bank deposits, whether or not such investments are of the kind or class authorized by law. Client retains the right to direct the purchase, sale or retention of any securities in the IMA, and BELL shall have no responsibility or liability in following any such direction.
- Income.** BELL will collect income on the assets held in the IMA and invest or disburse income as determined by Client in Section II of this agreement until receipt of written notice to the contrary by Client.

If no selection is made by Client with regard to income in Section II of this Agreement, then income will be reinvested.

- Daily Cash Management Sweep.** BELL will invest available cash in the IMA awaiting disbursement or investment in a cash management sweep vehicle. Client understands and agrees that cash may not be invested in such cash management sweep vehicle until the next business day following its availability in the IMA.

Client further understands and agrees that cash management sweep vehicles made available by BELL may include deposit accounts at BELL or other registered investment companies (from which BELL may receive and will retain additional fees for providing administrative, investment advisory or other services). While BELL will invest cash on behalf of those Clients preferring a tax-exempt vehicle in shares of a registered investment company that seeks to provide income exempt from federal income taxes, BELL cannot and does not guarantee the tax-exempt status of any such income.

- Value of Assets.** Client shall provide BELL with the income tax cost bases and dates of acquisition of all principal assets to be carried on BELL's records in the IMA. BELL will have no duty to verify the accuracy of the information provided by Client or any third party. If Client fails to provide such information, BELL will carry the assets at nominal value. Client further understands that missing or inaccurate tax cost bases and acquisition dates may create adverse income and capital gains tax consequences for Client if such assets are sold. Assets purchased in the IMA will be carried at cost.

6. **Client Representations.**

- (a) Client represents and warrants to BELL that Client possesses full and complete power and authority to enter into this Agreement and to exercise control over the assets in the IMA. If Client is serving as a fiduciary, Client further represents and warrants to BELL that Client is duly appointed, qualified and acting in such capacity.
- (b) Client agrees not to purchase securities for deposit to the IMA unless Client is absolutely certain cash will be available on settlement date for the purchase. Client acknowledges that BELL need not accept or affirm any trade for Client when funds are not available in the IMA.
- (c) Client acknowledges and understands the IMA is not a margin account and that securities cannot be purchased on margin as part of the IMA relationship.
- (d) IMA Owner(s). If more than one person or entity owns the IMA, all singular references to Client in this agreement shall be construed as plural to include all such IMA Owners, unless otherwise indicated below.

7. **Appointment of Agent(s).** If pursuant to Section II of this Agreement, Client has designated an agent(s) in writing, BELL is authorized and directed to follow any and all directions given to BELL by such agent(s) ("Client's Agent") with respect to the sale, purchase, transfer, pledge, exchange or other disposition of securities, cash and other property held in the IMA, including without limitation the delivery of such assets to the Client's Agent on Client's Agent's order. BELL may follow Client's Agent's directions as if such directions were given by the Client, and BELL shall be fully protected in so doing until receipt of written notice to the contrary from Client.

8. **Compensation.** BELL will be paid fees in accordance with its regularly published Fee Schedule. BELL shall provide Client with written notification of any changes to the Fee Schedule, and Client agrees that such changes will become effective thirty (30) days after BELL provides Client with such notification. Brokerage commissions on trades will be charged to the IMA as an expense. BELL reserves the right to charge Client for its other out-of-pocket expenses and reasonable compensation for services which are beyond the scope of those duties described in the Agreement.

9. **Mutual Funds Disclosure.** In addition to the compensation provided for in the previous paragraph of this Agreement, BELL may receive and will retain servicing fees from mutual funds sponsored by parties outside BELL, as described in the prospectus for such funds. Upon request from Client, BELL will provide such prospectus to the Client at no additional cost to Client.

10. **Charging the Account.** BELL is authorized to charge directly to any available funds in the IMA its authorized fees and incidental expenses as well as the amount necessary for BELL to complete any purchases (including purchase-related expenses), to make any directed disbursement or to take any other necessary action regarding the IMA. BELL shall have no duty to make any purchase, exchange or disbursement, or to incur any expense, unless the necessary cash is available in the IMA. If an overdraft is created in the IMA as a result of Client or Client's Agent directing any activity in the IMA, BELL may charge a fee to the IMA. In the event of insufficient funds, BELL may, in its discretion, charge any BELL bank account held in Client's name, whether individually or jointly.

11. **Liability of BELL: Indemnification.** BELL agrees to perform its duties under this Agreement in good faith and with skill and reasonable care. BELL will not be liable for any act or failure to act carried out in good faith reliance on any representation of Client, or as a consequence of any instructions from Client or Client's Agent. Client agrees to indemnify and hold BELL harmless for, from and against any loss, liability, cost, damages, or expenses (including reasonable attorneys' fees) resulting from any BELL action taken pursuant to the instructions of Client or Client's Agent. In no event shall BELL be held liable under this Agreement except for the negligence or misconduct of its officers and employees. BELL shall not be liable for the acts or omissions of (a) any broker or other agent to whom Client has directed any securities trade or other transaction or (b) any broker, depository or other agent selected by BELL with reasonable care. BELL shall not be liable for any failure to take any action required to be taken hereunder in the event and to the extent that the taking of such action is prevented or delayed by war (either declared or not and including existing wars), revolution, insurrection, riot, civil commotion, act of God, accident, fire, explosion, stoppage of labor, strikes of other differences with employees, laws, regulations, orders or other acts of any governmental authority, or any other cause beyond its reasonable control.

12. **Modifications and Amendments.** This Agreement may be modified or amended by BELL effective thirty (30) days after BELL mails or otherwise provides Client with any such modifications or amendment.

13. Authorization to Purchase BELL Certificates of Deposit.

Check One: Client authorizes and directs (default) Client does not authorize

BELL to purchase BELL certificates of deposit in Client's Investment Management Agency Account. Client further directs and authorizes BELL to renew maturing BELL certificates of deposit at the then applicable rate for a term equal to the term of the maturing certificate of deposit unless Client otherwise directs. (For example, a maturing 12 month certificate of deposit would renew for 12 months unless Client otherwise directed.) Client understands and acknowledges that Bank Regulators recommend and, in certain cases, require BELL to obtain Client's express consent to the purchase and retention of BELL certificates of deposit.

If no selection is made by Client, then Client authorizes and directs BELL to purchase BELL certificates of deposit in Client's Investment Management Agency Account.

14. Termination. This Agreement may be terminated at any time by either BELL or Client upon thirty (30) days written notice from Client to BELL or from BELL to Client, and all assets in the IMA shall be delivered according to Client's written instructions. If there is more than one IMA owner, such notice:

Check One: may be signed by any single IMA owner, except when the IMA is maintained by co-fiduciaries
 must be signed by all IMA owners (default)

If Client has opened the IMA in his or her individual capacity, the IMA will terminate upon actual receipt by BELL of legal proof of Client's incapacity or death. Pending delivery of the IMA assets to Client's fiduciary, Client directs BELL to hold the assets in the IMA as they existed at such time BELL received notice of the event terminating this IMA.

If this agreement is terminated within one (1) year of its effective date, BELL will receive compensation of the greater of its minimum annual fee or the pro rata fee to date of termination in accordance with the Fee Schedule. If termination occurs more than one (1) year from the effective date, compensation will be prorated on a monthly basis to the termination date. "Termination date" means the date when the securities and other property in the Account are delivered in accordance with authorized instructions for termination. BELL will be reimbursed for its reasonable and necessary costs related to termination.

If no selection is made by Client, then termination instructions must be signed by all IMA owners.

15. Account Instructions and Authorizations. BELL is authorized to do the following in the administration of the IMA:

- (a) **Administration:** Perform all acts necessary to carry out the general purposes of this Agreement, including the power to execute and deliver all agreements and appoint agents or subagents (including subsidiaries and affiliates);
- (b) **Exchanges:** Exchange certificates as required including when their stated par value is revised by an issuing corporation or when merger or other corporate reorganization requires the exchange;
- (c) **Sale of Fractional Shares:** Sell all fractional shares of stock received as a result of stock dividends or other corporate action;
- (d) **Signing and Delivery of Documents:** Deliver any instrument or document necessary to register securities or to complete sales or deliveries of securities; and,
- (e) **Pledging:** Pledge the IMA or specific securities or other property in the IMA at Client's direction when required to furnish collateral for loans or advances for which Client becomes obligated to BELL or another financial institution. During the term of any such pledge, Client shall not give BELL any instructions regarding pledged assets in the IMA that would violate such pledge. Any interest due BELL on these obligations may be charged to the IMA.

16. Client Instructions to BELL.

- (a) **Transfer Instructions:** BELL will make free delivery to third parties of securities or other assets in the IMA only upon receipt of written instructions from Client or Client's Agent. Instructions to BELL must be signed by Client or Client's Agent. If there exists more than one IMA Owner, such instructions:

Check One: may be signed by any single IMA Owner, except when the IMA is maintained by co-fiduciaries or
 must be signed by all IMA Owners (default)

If no selection is made by Client, then transfer instructions must be signed by all IMA Owners.

- (b) **Facsimile and Electronic Mail Instructions:** Client hereby authorizes BELL, in its absolute discretion, to accept at any time facsimile or electronically transmitted (e-mail) instructions from Client or Client's Agent, as directed by Client below. Client must advise BELL in writing of any additional person(s) authorized to fax and e-mail instructions on the IMA. Client shall include in this written direction the specimen signature(s) and e-mail address(es) of such authorized person(s) ("Authorized Person"). BELL shall consider any e-mail communications received from the e-mail addresses provided by Client (below, or in a separate written direction) as sent from Client, Client's Agent or such other Authorized Person, unless Client provides BELL in writing with different e-mail addresses on which to rely upon. Client is advised that Client, Client's Agent and such other Authorized Person should not use facsimile or e-mail for time-sensitive communications, for example directing the sale or purchase of securities. If Client, Client's Agent or such other Authorized Person elects to communicate by facsimile or e-mail for time-sensitive matters, Client acknowledges that BELL will act within a reasonable time after receipt of the facsimile or e-mail message.

BELL is directed to accept facsimile transmission instructions from:

Initial
yes or
no

CLIENT ___ YES ___ NO **AGENT** ___ YES ___ NO

BELL is directed to accept e-mail instruction from:

Initial
yes or
no

CLIENT XX YES ___ NO **AGENT** ___ YES ___ NO

If YES, please provide e-mail addresses below where applicable:

hildebranda@casscountynd.gov
Client E-mail Address

wilsonro@casscountynd.gov
Second Client E-mail Address

 Agent E-mail Address

 Second Agent E-mail Address

Client understands and acknowledges that facsimile and e-mail transmissions may not be secure and reliable forms of communication. As such and by executing this Agreement, Client and Client's Agent agree to indemnify and hold harmless BELL, its agents, affiliates, successors and assigns for, from and against any and all liability, claim, loss, or expense it may incur as a result of its good faith reliance on facsimile or e-mail instructions from Client, Client's Agent, or other Client-Authorized Person regarding the IMA. This direction and indemnity shall remain in effect until the above direction to accept facsimile and/or e-mail instructions is canceled in writing by Client.

- (c) **Statements/Trade Advices.** BELL will furnish an annual statement of assets and transactions to Client and also will furnish a monthly or quarterly statement of assets and transactions as selected by Client below. Client understands that Client also is entitled to receive, at no additional cost to Client, a written notice of each purchase and sale made by BELL in this IMA. Client further acknowledges that Client has a right to receive the notification within five business days from the date of the transaction or within five business days after receipt of a broker's confirmation. Instead of a separate notice for each securities transaction, Client may authorize BELL to include all information on securities transactions in periodic account statements for the period involved in the form regularly used by BELL on such statements.

Check One: Send statement IN LIEU of trade advices (default)
 Send trade advices IN ADDITION to statements

If no selection is made by Client, then BELL will send statements IN LIEU of trade advices.

PERIODIC STATEMENTS (Check all that apply.)

Client:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Annually	
Agent:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Annually	<input type="checkbox"/> None
Tax Preparer:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually	<input type="checkbox"/> None

(d) **Proxies and Corporate Literature:** BELL will

- Check One:* receive all corporate literature and vote all securities held as assets of the IMA. Client understands the securities will be voted in the same manner as BELL votes other securities for which it has voting authority. Client acknowledges that BELL cannot vote shares of its own stock or shares of stock in its affiliates. To the extent the IMA owns any such shares, the proxies will be forwarded to Client for voting. This authorization will remain in force until canceled in writing by Client. (default)
- forward to Client or Client's Agent all proxies for voting securities and all corporate literature issued by any company whose securities are in the IMA. BELL will not vote any proxies.

If no selection is made by Client, then BELL will receive all corporate literature and vote all securities held as assets of the IMA.

17. Release of Shareholder Information – Shareholder Communication Act.

Check One: BELL IS NOT authorized (default) BELL IS authorized

to disclose upon request to companies whose securities are held in the IMA (a) Client's and/or Client's Agent's name and address and (b) holdings in the IMA of securities issued by such companies.

If Client authorizes such disclosure above, BELL by law must furnish such information upon request. Client understands that if Client authorizes or fails to object, Client's information indicated above will be disclosed to the issuer of securities upon request. Client understands that the companies who request this information are prohibited from using the information for any purpose other than corporate communications. Client understands and acknowledges that such information may be provided to persons other than the issuer of the securities, such as to a dissident or objecting shareholder.

If no selection is made by Client, then this non-selection represents the Client's direction to Bell to NOT release shareholder information to those who make a request.

18. Governing Law. The validity and construction of this Agreement shall be governed by the laws of the State of North Dakota.

19. OPTIONAL: Client's Incapacity. Client may appoint BELL as his or her attorney-in-fact under this Agreement. If at any time Client becomes incapacitated, as certified by a letter to BELL from a physician, this power of attorney authorizes BELL to continue the investment management of the IMA and to pay Client, or expend for Client's benefit, such sums from this IMA as BELL, in its discretion, deems necessary or advisable for Client's proper care, support, health, maintenance, and general welfare. This power of attorney is expressly made durable and shall not be affected by Client's disability.

Check One YES, BELL is so appointed NO, BELL is not so appointed (default)

This option only applies to individual Clients who have not appointed another attorney-in-fact with respect to this IMA. It is null and void for TRUSTEES and other individuals serving in a representative or fiduciary capacity (e.g., personal representative or guardian). If the account will hold real estate or specialty assets (for example non-publicly traded investments, insurance policies, partnerships and other closely-held entities) this provision does not apply and may not be exercised.

If no selection is made by Client, then BELL is not so appointed as Attorney-in-Fact of Client.

II. Client Information

Patriot Act Notice

Important information about procedures for opening a new account.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for Client: When Client open this IMA, BELL will ask for Client's name, address, date of birth, and other information that will allow BELL to identify Client. BELL may also ask to see Client's driver's license or other identifying documents.

CLIENT

Individual Corporation Partnership Foundation/Endowment Fund
 Fiduciary (please specify) _____
 Other (please specify) _____

TAX STATUS

U.S. Citizen/Resident U.S. Corporation U.S. Partnership
 Other (please specify) _____

ACCOUNT TAX ID/EIN

Tax ID/EIN 45-6002205 _____
Complete separate W-9 Forms for the account and/or all eligible beneficiaries.

CLIENT NAME(S) AND ADDRESS(ES)

Name

Address

City, State, Zip

Phone Number(s)

Fax Number

Date of Birth

Name

Address

City, State, Zip

Phone Number(s)

Fax Number

Date of Birth

AGENT(S) FOR CLIENT AUTHORIZED TO ACT ON THIS ACCOUNT

ALICIA HILDEBRAND

Name

Company Name

Address

City, State, Zip

Phone Number(s)

Fax Number

Agent's Signature

ROBERT WILSON

Name

Company Name

Address

City, State, Zip

Phone Number(s)

Fax Number

Agent's Signature

TAX INFORMATION

A 1099 will be sent to Client automatically during the first part of each year at the same address to which the statements are sent. If Client prefers that a copy be sent to the person or firm who prepares Client's tax return, please provide the name and complete address below:

Name

Address Line 1

Company Name

Address Line 2

Phone Number

Address Line 3

INCOME TO BE INVESTED OR DISBURSED AS FOLLOWS

Note: These instructions shall remain in effect unless Client or Client's Agent indicates otherwise in writing:

- Reinvest Income (default)
- Disburse Income

If no selection is made by Client, then income will be reinvested.

TRANSFER FUNDS

Client may direct BELL to transfer funds from this account via ACH by completing the Authorization Agreement for ACH Credits and Deposits form (Exhibit A).

INDIVIDUAL(S)

If joint account, assets held as Tenants in Common Joint Tenants With Right of Survivorship
 Other (please specify) _____

Signature

Signature

Date

Date

Social Security Number

Social Security Number

FIDUCIARY

All co-fiduciaries must execute. Attach copy(ies) of applicable governing document(s) pertaining to fiduciary status.

Signature

Signature

Date

Date

Name

Name

Capacity

Capacity

Taxpayer Identification Number

CORPORATION, PARTNERSHIP, FOUNDATION OR OTHER

Attach corporate resolution or other authorization evidencing the individuals authorized to act for and on behalf of the entity.

Signature

Date

Alicia Hildebrand

Name

Senior Accountant

Title

Taxpayer Identification Number

BELL BANK

By: _____

Its: _____

Date: _____

Signature

Date

Robert Wilson

Name

County Administrator

Title

Not FDIC insured | May lose value | Not financial institution guaranteed | Not a deposit | Not insured by any any federal government agency

FACTS

WHAT DOES BELL BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and account balances ■ payment history and transaction history ■ account transactions and checking account information <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bell Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bell Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call toll free 1-800-450-8949 or go to bell.bank

Who we are	
Who is providing this notice?	Bell Bank
What we do	
How does Bell Bank protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
How does Bell Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or apply for a loan ■ make deposits or withdrawals from your account ■ use your credit or debit card ■ seek advice about your investments <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Bell Bank does not share with our affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Bell Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Bell Bank doesn't jointly market.</i>





Exhibit A

Authorization Agreement for ACH Credits and Debits

Account Name: CASS COUNTY GOV IMA

TRANSFER FUNDS

Amount: [] Net Income [] Fixed Amount
Frequency: [] Monthly [] Quarterly [] Annually [] Ad Hoc/as directed On the:
Payment_Type: [] Check [] ACH (complete information below):
[] A voided check is attached

ACH Information: Transfer funds to Client's:
[] Checking Account [] Savings Account [] Other Deposit Account (Specify account type)
Depository/Bank Name Branch Phone Number
Address City, State, Zip Code
Routing/ABA Number Account Number

ACH Information: Transfer funds from Client's:
[] Checking Account [] Savings Account [] Other Deposit Account (Specify account type)
Depository/Bank Name Branch Phone Number
Address City, State, Zip Code
Routing/ABA Number Account Number

EITHER A VOIDED CHECK OR A COPY OF A VOIDED CHECK MUST ACCOMPANY THIS FORM.
A DEPOSIT TICKET IS NOT ACCEPTABLE.

This authorization is to remain in full force and effect until Bell Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Bell Bank and DEPOSITORY a reasonable opportunity to act on it.

Name(s) (Please Print)

Signature Date

Signature Date

NOTE: ALL WRITTEN CREDIT OR DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CASS COUNTY GOVERNMENT	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	BELL BANK WEALTH MANAGEMENT 15 BROADWAY PO BOX 9798 FARGO ND 58106-9798
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number													
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4	5		-	6	0	0	2	2	0	5			

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

INVESTMENT OBJECTIVE RECORD

* An IOR must be completed and signed for each account

ACCOUNT NAME: CASS COUNTY GOV IMA
 ACCOUNT NUMBER: _____

Investment Objective (<i>select one</i>)	Ranges (target is midpoint)		
	Equities %	Bonds %	Cash %
<input type="checkbox"/> Aggressive Growth	90-100	0	0-10
<input type="checkbox"/> Growth	70-90	10-30	0-10
<input type="checkbox"/> Growth with Income	55-75	25-45	0-10
<input type="checkbox"/> Balanced	40-60	40-60	0-10
<input type="checkbox"/> Income with Growth	25-45	55-75	0-10
<input type="checkbox"/> Income	10-30	70-90	0-10
<input type="checkbox"/> Conservative Income	0	90-100	0-10
<input type="checkbox"/> Short-term Liquidity Strategy	0	90-100	0-10
<input type="checkbox"/> Cash/Interim Investment – Short-term			100
<input type="checkbox"/> Cash/Interim Investment – Long term			100
<input type="checkbox"/> Life Insurance			
<input type="checkbox"/> See Specific Asset Allocation Targets below**			
<input type="checkbox"/> See Client's Investment Policy Statement (attach IPS) for the investment objective.			
<input type="checkbox"/> Estate			
<input type="checkbox"/> Directed			

****Specific Asset Allocation Targets (total must equal 100%):**

Money Market _____ %	Equities (domestic) _____ %	Closely held asset _____ %
Fixed – Bonds _____ %	International Equities _____ %	External Managed Acct _____ %
Fixed – Tax Exempt _____ %	Real Estate – REIT & ETF _____ %	Insurance / Annuities _____ %
Fixed – Taxable Preferred Stocks _____ %	Real Estate – Physical _____ %	Other / alternative Investment _____ %

Other specific instructions or allocation preferences: _____

All specialty/unique assets (e.g. assets not traded on public exchange) other than bank Certificates of Deposit in a managed account are excluded from the allocations on this IOR (whether listed or not). In addition, account assets to be excluded from BELL's asset allocation calculations are as follows: _____

If assets in a managed account are directed by an authorized party or are required to be retained or directed pursuant to the terms of a governing instrument, check the box and complete the attached Letter of Direction.

This Investment Objective Record is effective immediately and will remain in effect until you direct us otherwise in writing. However, you will be requested to update this form every three years.

Date Print Client Name Client Signature

Wealth Management Division Officer Print Client Name Client Signature

For Investment Use Only:

The models above use the World Strategy for the entire *equity portion* unless noted below (percentages may fluctuate within 10% of targets):

<input type="checkbox"/> Equity Income (dividend paying value stocks)	_____ % of equity portion	}	<i>Must total 100%</i> _____ %
<input type="checkbox"/> World Strategy (growth stocks)	_____ % of equity portion		
<input type="checkbox"/> External manager	_____ % of equity portion		

The models above use mutual funds or ETFs for the entire *fixed income portion* unless individual bonds will be purchased as noted below:

Taxable Bonds Tax-Exempt Bonds

Fee Agreement – Investment Management Agency for Short-Term Liquidity



Account Name CASS COUNTY GOV IMA

Account Number

Services Provided

- Professional Investment Management**
- Automatic portfolio rebalancing
 - Custody of assets
 - Collection of interest and dividends
 - Daily investment of cash
 - Security selection/analysis

Account Administration

- Bill payment services
- Account access via internet
- Periodic account statements
- Processing of corporate reorganizations and other capital changes

Coordination of Trust and Estate Planning

- Financial and retirement planning
- Business succession planning
- Serve as a liaison between clients and their tax and legal advisors

Specialty Asset Services

- Collect income/pay taxes, if applicable
- Payment of expenses as required
- Secure insurance as necessary
- Hold title to asset
- Safekeeping of original documents
- Engage in communications with key advisors/directors/managers

Annual Investment Management Fee

The schedule generally applies to all holdings and asset types, including individual securities, mutual funds, certificates of deposit, and specialty assets, i.e., closely held business interests, promissory notes, etc. Money market funds, including Bell Bank money market deposits, have annual internal administrative and investment management fees up to .50% and are excluded from the Annual Investment Management Fee.

An asset-based fee of 0.30% will be assessed on the value of the assets based on the average daily market value for the prior calendar month.

Minimum annual fee \$5,500

Additional Information

- Separate fee schedules apply for real estate and/or mineral asset management and irrevocable life insurance trusts.
- Out-of-pocket expenses will be charged to the account when incurred (for example: costs for trading individual securities).
- Additional charges for extraordinary administrative services may be charged at an hourly rate of \$125 to \$300 per hour.
- Unless other written arrangements are made between the client and Bell Bank, fees are collected monthly.
- Monthly fees are calculated and charged based on the average daily market value for the prior calendar month; for example, a fee taken in April will be for the period March 1 through March 31.

Mutual Funds charge internal management fees which vary by fund. If available, Bell Bank will collect and retain for itself any shared fees (12b-1, sub-transfer agency, etc.) received from Mutual Funds. To protect the interests of long-term shareholders, Mutual Funds may assess fees on shareholders who purchase and redeem fund shares within specific periods established by each Mutual Fund. Redemption fees are intended to discourage market timing and excessive trading abuses through the imposition of penalties on rapid in-and-out trades. These redemption fees may be as much as two percent (2%) of the value of the shares redeemed by the shareholder within the fund's defined trading period. Bell Bank does not receive any portion of such redemption fees as compensation. Mutual Funds also may require holding periods up to 12 months. Please refer to the fund's prospectus for additional information.

Comments: 20 BPS fee

Account Holder _____ Date _____

Wealth Management Division Officer _____ Date _____

Guidance | Planning | Solutions
bell.bank | A Division of Bell Bank

Not FDIC insured | May lose value | Not financial institution guaranteed | Not a deposit | Not insured by any federal government agency

Revised February 2020



Portfolio Online Internet Agreement & Disclosure

After completing the following agreement, please send the signed and completed form to:
Bell Bank Attn: Wealth & Fiduciary Associates, PO Box 9798, Fargo, ND 58106. Please type or print.

Portfolio Online Access Information

<input type="text" value="ALICIA"/> First Name	<input type="text"/> MI	<input type="text" value="HILDEBRAND"/> Last Name	<input type="text"/> E-mail Address		
<input type="text"/> Address		<input type="text"/> City	<input type="text"/> State	<input type="text"/> ZIP Code	<input type="text"/> Phone Number

Account Information

Please list below all accounts for which you are an Owner/Authorized Representative and would like Portfolio Online Access.

Account #	<input type="text"/>	Account #	<input type="text"/>
Account #	<input type="text"/>	Account #	<input type="text"/>
Account #	<input type="text"/>	Account #	<input type="text"/>
Account #	<input type="text"/>	Account #	<input type="text"/>
Account #	<input type="text"/>	Account #	<input type="text"/>

Access to closed accounts will be available for approximately two years from date of closing.

Electronic Statement

Electronic account statements are available to Authorized Representatives via the Bell Bank Portfolio Online Access service. Statement availability may be transmitted via e-mail. Annual paper statements will be mailed to Authorized Representatives unless the option to opt out of all paper statements is chosen below.

Authorization for Electronic Statement

(Please choose one)

- I would like to receive electronic statements and opt out of all paper statements (including annual statements).
- I would like to receive both electronic statements and paper statements.

Notification for Electronic Statement

- I would like to receive an email notification when electronic statements are available.

Default Password / Personal Identification Number ("PIN")

Default password will be the first four letters of user's last name.

Authorized Signature

PLEASE READ BEFORE SIGNING: I certify that the information provided is true and correct. I authorize Bell Bank to verify any information included in this application. Account access authorization is limited to accounts that list me as an Owner/Authorized Representative. Bell Bank will not pass any account numbers over the Internet, nor will any Bell Bank employees ask for any account numbers over the Internet. The use of the Bell Bank Portfolio Online Access service shall be governed by the printed terms and conditions of the Portfolio Online Internet Agreement & Disclosure (the "Agreement") statement which I have received and the terms of which are incorporated into this agreement. Said Agreement may be amended in the future, and I agree to be bound by any changes established by Bell Bank as communicated to me in writing. I further acknowledge that anyone who gains access to my Portfolio Online Access Identification Number ("ID") and PIN will have full access to the above accounts and that Bell Bank shall not be liable to me for any misuse of my Portfolio Online Access ID and/or PIN.

<input type="text"/> Signature of Account Owner/Authorized Representative	<input type="text"/> Date
<input type="text"/> Printed Name of Account Owner/Authorized Representative	



For Bank Use Only

<input type="text"/>	<input type="text"/>	<input type="text"/>
Setup By	Date	Access ID #
<input type="text"/>	<input type="text"/>	
Reviewed By	Date	

Portfolio Online Internet Agreement & Disclosure

This Agreement states the terms and conditions that apply when you use the Bell Bank Portfolio Online Access service. These terms and conditions are applicable in addition to those that apply to any accounts you have with Bell Bank or any other services you obtain from Bell Bank. You must also follow all of our instructions and procedures pertaining to the services covered by the Agreement. "You" and "your" mean each person who establishes the Agreement with us or who uses or is authorized to use a Portfolio Online Access ID and PIN or other means of access we establish or approve. The term "Portfolio Online Access" means our "inquiry only" access to your Wealth Management account(s) that you access over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

Portfolio Online Access ID & PIN

To access our Portfolio Online Access service, you must use the ID and/or other means of access we establish or provide for your Wealth Management account together with a PIN. It is your responsibility to safeguard the ID and PIN we provide. Anyone to whom you give your Portfolio Online Access ID and PIN or other means of access will have full access to view your accounts.

Out-of-Band Authentication Services

You grant Bell Bank and its agents permission to use your phone number and other contact information in connection with out-of-band authentication services, if any, utilized by Bell Bank and/or its agents. You understand and agree that such out-of-band authentication services may cause you to incur phone data or SMS charges and that you are solely responsible for such charges.

Wealth Management Account Owner Information

As the owner of an account, you are the only person who can grant Authorized Representatives access to your account(s).

Your Liability and Indemnity

You warrant that you will perform your obligations under this Agreement consistent with all applicable bank rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you. In the event that you breach any of the foregoing warranties, you agree to indemnify Bell Bank against any loss, liability, or expense. You agree to hold Bell Bank harmless for any and all acts of any employees or persons who you grant access to or who gain access to your Wealth Management Internet account(s). You consent, by execution of this Agreement, to disclosure of your customer information to those that gain access to your accounts.

Business Days

Our Portfolio Online Access service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday, excluding most federal holidays. Account holdings, market valuation and account activity information are current as of the previous business day.

Loss or Theft of Your Portfolio Online Access ID or PIN

If you believe your Portfolio Online Access ID or PIN or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at 701-451-3000 or 800-709-5781, during normal business hours.

Other General Terms

The first time you access the Bell Bank Portfolio Online site you are confirming your agreement to be bound by all the terms and conditions of this Agreement.

You may terminate your Portfolio Online Internet Agreement at any time upon giving Bell Bank written notice of the termination. Any authorized users who have not accessed their accounts within a 12 month period will have their access revoked. Contact your account advisor to have access reactivated.

**CORPORATE RESOLUTION
FOR DEPOSITORY | BROKERAGE | INVESTMENT MANAGEMENT
AUTHORIZED SIGNERS**

CLIENT:

Client Name, as shown on account agreement: CASS COUNTY GOVERNMENT

Account Name: CASS COUNTY GOV IMA

Account Number: _____

EIN: _____

LEGAL ENTITY TYPE:

- Corporation: Limited Liability Corp (LLC) Partnership
 Tax Exempt Organization: Foundation/Endowment Fund 501(c)(3)
 Other tax exempt? (please specify) _____
 Fiduciary (please specify): _____
 Other (please specify) _____

TAX STATUS

- U.S. Corporation U.S. Partnership
 Other (please specify) _____

AUTHORIZED SIGNERS

Client hereby appoints the following to act for and on behalf of Client and in Client's name with regard to the above mentioned account at Bell Bank:

Name:	
Title:	
Address:	
City, State Zip	
Phone Number	
Email:	
Signature:	

Name:	
Title:	
Address:	
City, State Zip	
Phone Number	
Email:	
Signature:	

Name:	
Title:	
Address:	
City, State Zip	
Phone Number	
Email:	
Signature:	

Name:	
Title:	
Address:	
City, State Zip	
Phone Number	
Email:	
Signature:	

In witness whereof, I hereby subscribe my name in recognition of these individuals:

Name: _____

Title: _____

Signature: _____

Date: _____