

FARGO CITY COMMISSION AGENDA
Monday, January 5, 2026 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/Streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Special Meeting, December 18, 2025 and Regular Meeting, December 22, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 1-0305 of Article 1-03, of Chapter 1, of the Fargo Municipal Code Relating to Classification of Ordinance Violations and an Ordinance Amending Section 10-0304 of Article 10-03, of Chapter 10, of the Fargo Municipal Code Relating to Carrying, Possession, Discharge of Dangerous Weapons; 1st reading, 12/22/25.
- 2. Renewal of 2nd Quarter Alcoholic Beverage and Live Entertainment Licenses until 12/31/26, contingent upon all essential requirements for renewal were met by 12/31/25.
- 3. Application for Games of Chance.
- 4. Items from FAHR Meeting:
 - a. Receive and file Sales Tax Update - Accrual basis.
 - b. Grant award from DAFgiving360 in the amount of \$15,000.00 and related budget adjustment.
 - c. Grant award from Project Safe Neighborhood (PSN) Grant Program in the amount of \$35,287.22.
 - d. Commercial Triple Net Lease with Heartland Trust Company, Trustee of the Megan Bergseth Irrevocable Trust dated December 15, 2015 (EX26049).
 - e. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Hussey Seating in the amount of \$106,569.00 for 245 stadium seats at the FARGODOME (PBC26050).
- 5. Bid award to Fugro in the amount of \$36,970.33 (Fargo's share) for the 2026 Digital Orthophoto, Color Aerial Photography, LiDAR Contour Mapping and Planimetric Updates (RFP26019).
- 6. Resolution approving Plat of Urban Plains by Brandt Eighth Addition.
- 7. Bills.

REGULAR AGENDA:

- 8. Presentation from MetroCOG on the 2025 Metro Profile.

9. Update on Project No. BN-25-A0 (64th Avenue South and I-29 Interchange).
10. Recommendation for reappointment to the Civil Service Commission.
11. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Patricia and Aaron Romaine (5 years).
 - b. Douglas and Nancy Kalk (5 years).
 - c. John Dahl T/O/D (5 years).
 - d. Rose Krause (5 years).
 - e. Dorothy Lackman Revocable Living Trust (5 years).
 - f. Gregory and Ramona Fagerwick (5 years).
 - g. Ronald Koehler (5 years)
 - h. Marc Delorme (5 years)
 - i. Osama and Brenna Naseer (5 years)
12. Recommendation to conclude the Human Rights Commission, Arts and Culture Commission and the Native American Commission.
13. Liaison Commissioner Assignment Updates
14. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/CityCommission.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305 OF
ARTICLE 1-03, OF CHAPTER 1, OF THE FARGO MUNICIPAL CODE
RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

AND

AN ORDINANCE AMENDING SECTION 10-0304 OF ARTICLE 10-03,
OF CHAPTER 10, OF THE FARGO MUNICIPAL CODE RELATING TO
CARRYING, POSSESSION, DISCHARGE OF DANGEROUS WEAPONS

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in
accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the
City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said
home rule charter and any ordinances made pursuant thereto shall supersede state laws in
conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate
to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. amendment.

Section 1-0305 of article 1-03, of chapter 1, of the Fargo Municipal Code, is amended as
follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article: 1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D) (failure to deliver plates) section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0304(C) (discharging a firearm), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0321.1 (criminal mischief-hate crime), section 10-0322 (harassment), section 10-0322.1 (harassment-hate crime), section 10-0323 (simple assault), section 10-0323.1 (simple assault-hate crime), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), 12-0105(E)(6) (failing to surrender habitually at large animal), 12-0117(G)(2) (owning a dog after being barred), 12-0117(G)(3) (failure to surrender a dangerous or potentially dangerous dog), 12-0117(G)(4) (allowing a dangerous or potentially dangerous dog to run at large), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), article 13-18 (massage therapy establishments), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-0412 (unlicensed taxicab or vehicle for hire), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1518(C) (minor misrepresenting age), and section 25-1518(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities), article 25-38 (commercial pedal car vehicles).

- C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

7. For a violation of the following ordinances, a fee of \$100.00.

Section 8-0317(B)(1) (drag racing), section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-0920 (size, weight, and load restrictions of vehicles operated within the city), section 8-0924 (restricted use of streets and highways), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0304(D) (~~carrying, possession, discharge of~~ carrying or possessing a dangerous weapons).

Section 2. amendment.

Section 10-0304 of article 10-03, of chapter 10, of the Fargo Municipal Code, is amended as follows:

C. It shall be unlawful within the limits of the city for any person to discharge, ~~or activate any dangerous weapon or~~ firearm. This subsection shall not apply to:

1. Law enforcement officers in the performance of their duties
2. Persons in defense of person or property;
3. Persons lawfully participating in a management plan or program approved by the board of city commissioners for the control of deer or other animals within the city limits; and
4. Person using an indoor firing range that is a permitted use under Chapter 20 (Land Development Code) of the Fargo Municipal Code.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Penalty.

1 A person who violates section 10-0304(C) of the Fargo Municipal Code shall be deemed
2 to have committed a Class B Misdemeanor and shall be punished as provided in Section 1-
3 0301(A) of the Fargo Municipal Code, as may be amended from time to time.

4 A person who violates section 10-0304(D) of the Fargo Municipal Code shall be deemed
5 to have committed noncriminal offense and shall be punished as provided in Section 1-
6 0305(C) of the Fargo Municipal Code, as may be amended from time to time.

Section 4. Effective Date.

7 This ordinance shall be in full force and effect from and after its passage, approval and
8 publication.

9 _____
10 Dr. Timothy J. Mahoney, Mayor

11 Attest:

12 _____
13 Angie Bear, Deputy City Auditor

14 First Reading:
15 Second Reading and Final Passage:
16 Publication:
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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: ANGIE BEAR, DEPUTY CITY AUDITOR

SUBJECT: 2026-2027 2ND QUARTER ALCOHOL BEVERAGE LICENSE
RENEWAL

DATE: JANUARY 5, 2026

Attached is a list of alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through December 31, 2026. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

The renewal requirements include:

- Completion and submission of license renewal form.
- Submission of a CPA statement or ND sales tax summary indicating the food percentage has been met for applicable licensees.
- Background check on current owners and manager(s) performed by Fargo Police Department.

If you have any questions regarding this matter, please feel free to contact me.

Recommended Motion:

Approve the 2nd quarter renewal of the attached Liquor licenses until December 31, 2026, upon the condition that all of the essential requirements for renewal were present by December 31, 2025.

Alibi Lounge & Casino
Applebee's Neighborhood Grill & Bar
Applebee's Neighborhood Grill & Bar
Applebee's Neighborhood Grill & Bar
Avalon Event Center West
Bernie's Wines & Liquors
Best Western Plus Kelly Inn & Suites
Boss' Pizza & Chicken
Buffalo Wild Wings Grill & Bar
Buffalo Wild Wings Grill & Bar
Cash Wise Liquor
Cash Wise Liquor 2
Chili's Grill & Bar
Crave
Doolittles Woodfire Grill
Fargo Billiards
Fargo Cork
Fargo HuHot Mongolian Grill
Fargo-Moorhead Curling Club
Fort Nok's
Front Street Taproom
Fryn' Pan Family Restaurant
Granite City Food & Brewery
Hornbacher's Wine & Spirits
LongHorn Steakhouse #5432
Luna
Mangata Wine & Raw Bar
Nova Eatery & Supper Club
Olive Garden Italian Restaurant #1188
Pepper's American Cafe
Porter Creek Hardwood Grill
Prairie Rose Meadery LLC
Red Lobster #309
Rough Cut Social
Ruby Tuesday
Sammy's Pizza
Sickies Garage
Sickies Garage Burgers & Brews
Space Aliens Grill & Bar
The Northern
West Acres Bowl
Wild Bill's Sports Saloon



AUDITOR'S OFFICE

AUDITOR'S OFFICE

Fargo City Hall

225 4th Street North

PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

FargoND.gov

③

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: JANUARY 5, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

RECOMMENDED MOTION: To approve the Applications for Games of Chance as presented.



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo Ducks Unlimited		Dates of Activity (Does not include dates for the sales of tickets) 2-6-25	
Organization or Group Contact Person Dalton Dryburgh	E-mail dalton.dryburgh@gmail.com	Telephone Number 701-261-1949	
Business Address 909 32nd Ave NW	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name CJ's Tavern Event Center		County Cass	
Site Physical Address 1500 East Rose Creek Pky South	City Fargo	State ND	ZIP Code 58104
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 only on 2-6-25			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Winchester Ranger, GForce Shotgun, Tristar Shotgun	1,697.00
Raffle	Goose Decoys, Blind, Bag, Duck Decoys	1,276.00
Raffle	Howa Rifle, Franchi Affinity, Colt Anaconda	14,577.00
Total (limit \$40,000 per year)		\$ 17,550.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Dalton Dryburgh	Telephone Number 701-261-1949	E-mail Address dalton.dryburgh@gmail.com
Signature of Organization Group's Permit Organizer 	Title Area Chairman	Date 12-16-25



4

FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: 12/31/2025

Receive & File: Sales tax update – Monthly Report; Accrual basis

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Award & Budget Adjustments

Police – DAFgiving360 Grant for Red River Valley Swat
Police - Project Safe Neighborhood Grant

Other Financial Considerations

Public Works – Lease with Heartland Trust Company
FARGODOME – Suite Sections stadium seat replacement

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

Data as of 12/26/2025

Payment Date	Collection Month	County Amount	County Collections	County Growth %	2% Sales Tax		Infra & FC Collections Total Amount	City Total Amount	City Growth %
					PSST Amount	Infra & FC Amount			
			18,665,744.93	-0.80%			54,801,717.71	59,778,861.04	-3.28%
12/19/2025	Oct-25	1,397,583.64			528,563.25	4,228,506.01			
11/24/2025	Sep-25	2,379,895.75			836,408.75	6,691,270.01			
10/21/2025	Aug-25	2,281,923.54			835,497.50	6,683,979.99			
9/22/2025	Jul-25	1,796,292.91			622,825.54	4,982,604.32			
8/21/2025	Jun-25	2,270,466.69			803,789.60	6,430,316.85			
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70			
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00			
5/21/2025	Mar-25	1,698,986.33				5,424,656.49			
4/23/2025	Feb-25	1,477,568.31				4,523,059.23			
3/21/2025	Jan-25	1,693,238.03				5,036,855.11			
2/21/2025	Dec-24	2,207,030.88	23,304,345.12	0.86%		6,626,714.99	69,824,744.71		0.83%
1/21/2025	Nov-24	2,281,112.22				6,540,733.39			
12/20/2024	Oct-24	1,764,529.62				5,342,358.63			
11/22/2024	Sept-24	2,257,740.11				6,622,406.84			
10/21/2024	Aug-24	2,088,361.27				6,284,633.45			
9/21/2024	July-24	1,746,626.42				5,168,111.30			
8/21/2024	June-24	2,659,707.17				7,859,913.01			
7/22/2024	May-24	1,348,902.41				4,252,926.43			
6/24/2024	Apr-24	1,759,660.73				5,404,517.72			
5/21/2024	Mar-24	2,276,388.27				6,980,911.25			
4/22/2024	Feb-24	1,023,591.77				3,163,097.74			
3/21/2024	Jan-24	1,890,694.25				5,578,419.96			
2023 Collections			23,106,462.71	8.18%			69,250,461.96		4.02%
2022 Collections			21,358,922.89	-2.56%			66,571,120.26		4.28%
2021 Collections			21,920,710.74	31.11%			63,840,810.53		29.90%
2020 Collections			16,719,327.13	0.30%			49,146,842.57		-5.00%
2019 Collections			16,670,136.34	6.04%			51,732,824.69		7.36%
2018 Collections			15,720,221.20				48,185,965.90		
2017 Collections			2,796,024.89						
Totals Since 2019			\$ 160,261,896				\$ 482,396,545		

^ Note per Susan's discussion with the Tax Department:

Oct tax collections were due to the tax department on Nov 30, which was a Sunday. Holiday deadlines are moved to the next business day, in this case, Monday Dec 1. All of the Monday, Dec 1 receipts are reported in NOVEMBER's collections, which will be remitted to us in January.

Additionally, I was told that the tax department had a software update the last week of Nov which resulted in some taxpayers not being able to get into their system to pay October taxes until the following week. Those tax payments were receipted in December so they will be reported in NOVEMBER's collections and remitted to us in January.

I'm expecting a big swing with November collections remitted in January.



Report of Action:
FAHR Meeting of December 29, 2025

- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: Police

Description: See Memo. A local donor who wishes to remain anonymous desires to gift the Fargo Police Department \$15,000 for use toward Red River Valley SWAT equipment and supplies. The donation is provided as a grant from DAFgiving360, which is a Donor-Advised Fund set up through Charles Schwab to foster charitable giving.

Net Financial Impact: \$15,000

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the grant award of \$15,000 and related budget adjustments.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: F.A.H.R. Committee

From: A.C. Travis Stefonowicz

Date: 12/19/2025

RE: 2026 Budget Adjustment - Red River Valley Swat

The Fargo Police Department received a \$15,000 DAFgiving360 grant with stipulations requiring the funds to be used in accordance with Section 170(c)(1) of the Internal Revenue Code. This section requires that donated funds provided to a governmental entity be used for “exclusively public purposes.” The grantor expressly designated the funding to support the Red River Valley SWAT team, which serves multiple jurisdictions and provides critical incident response capabilities to the City of Fargo and the region.

The proposed budget adjustment will allow the Police Department to utilize the DAFgiving360 grant funds for Red River Valley SWAT equipment and readiness activities. Equipment and training support operational preparedness, enhances operator capability, and directly contributes to community safety. Use of the DAFgiving360 funds for these purposes fully aligns with the statutory requirements and the intent of the grantor. No personal or private benefit will occur from this expenditure.

Financial Impact:

The adjustment recognizes \$15,000 in grant revenue and authorizes corresponding expenditures for Red River Valley SWAT equipment and training. No additional City funds or matches are required.

Recommendation:

Accept the DAFgiving360 grant and approve of the budget adjustment to recognize the \$15,000 grant and authorize its use for Red River Valley SWAT equipment, training and readiness activities.

2026 Revenue: 216-5016-365.10-00 (*Donations/Local Funds – Donations*)

2026 Expense: 216-5016-411-61-40 (*General Supplies*)

Grant Eligibility Application for Government Entities



Page 1 of 2

Congratulations! You are receiving this form because one of our donors has recommended a grant to your organization. However, to process this grant recommendation, we need to update some information. Please respond within two business days of receipt of this form. If you cannot, or if you have questions or need assistance, please contact the Giving Specialist noted below.

We appreciate your help in completing this form and supplying any requested documentation.

Questions or need assistance?

Giving Specialist: Katie Hughes ext. 198755

Email: katie.hughes@schwab.com

Phone: 1-800-746-6216 ext.

Please reference Grant ID: 10130238

Charity ID: 2722276

1. Organization Information

Fargo Police Department

45-6002069

Organization Legal Name

Federal Employer Identification Number (FEIN)

City of Fargo Police Dept

Other names by which donors can search for your organization

2. Contact Information

105 25th ST N

Physical Address of Business Office (P.O. box not acceptable)

Fargo

ND

58102

City

State or Province

Zip or Postal Code

Grant Mailing Address (if different from above)

City

State or Province

Zip or Postal Code

(701) 476-4094

Primary Telephone

tstefonowicz@fargond.gov

Contact Email Address

fargond.gov/city-government/department

Web Address

3. Responses Required

A. Return this application with a copy of any letter from the Internal Revenue Service describing your organization's status for federal tax purposes.

B. Is your organization any of the following? (Check all that apply.)

☐ State government (including the District of Columbia, Puerto Rico, the Virgin Islands, and interstate instrumentalities)

☒ Local government and subdivisions

☐ Indian tribal governments

☐ Instrumentalities

C. Does your organization have any of the following governmental powers? (Check all that apply.)

☒ The power to levy any tax

☒ The power of eminent domain

☒ Police power over any area

For any checked boxes, please provide a supporting statement or documentation.



- D. If your organization was formed pursuant to a statute or a constitutional provision, provide a copy of such statute or provision.**
E. Provide copies of your organization's founding documents (e.g., charter or other evidence of incorporation, joint powers agreement, or any other document that created or governs the entity).

4. Certification (Please read, complete, and sign this section.)

A tax-exempt organization will jeopardize its exemption if it ceases to be operated exclusively for exempt purposes. An organization will be operated exclusively for exempt purposes only if it engages primarily in activities that accomplish the exempt purposes specified in Internal Revenue Code Section 501(c)(3). An organization will not be so regarded if more than an insubstantial part of its activities does not further an exempt purpose. A tax-exempt organization:

- must absolutely refrain from participating in the **political campaigns** of candidates for local, state, or federal office
- must restrict its **lobbying activities** to an insubstantial part of its total activities
- must ensure that its earnings do not **inure** to the benefit of any private shareholder or individual; In addition to loss of the organization's tax-exempt status, activities constituting inurement may result in the imposition of **penalty excise taxes** on individuals benefiting from excess benefit transactions.
- must not operate for the **benefit of private interests** such as those of its founder, the founder's family, its shareholders, or persons controlled by such interests
- must not operate for the primary purpose of conducting a trade or business that is not related to its exempt purpose, such as a school's operation of a factory
- may not provide **commercial-type insurance** as a substantial part of its activities
- may not have purposes or activities that are **illegal** or violate fundamental public policy
- must satisfy **annual filing requirements**

A tax-exempt organization that does not file a required annual return or notice for three consecutive years **automatically** loses its tax-exempt status.

By completing and returning this Grant Eligibility Application, I certify that:

- This organization is a governmental entity as described in Section 170(c)(1) of the Internal Revenue Code and that I am not aware of any revocation or challenge to the organization's tax-exempt status.
- The organization acknowledges that the grant funds from DAFgiving360™ will be used solely for public purposes as that term is used in Section 170(c)(1) of the Internal Revenue Code.
- No donor or related individual or entity will receive any quid pro quo or other benefit as a result of grants from DAFgiving360.
- The information contained in this application is correct, complete, and accurate.

X

Signature (Please sign in blue or black ink.)

10-31-2025
Today's Date (mm/dd/yyyy)

Print Name

Title

5. Delivery Instructions

Completion and return of this form does not guarantee your organization will receive a grant from DAFgiving360.

STOP! For faster processing, please be sure to deliver any requested documentation with this form.

- **Email:** Recommended for fastest processing, scan all pages of this form and attach in an email to the Giving Specialist identified at the beginning of this form.
- **Fax:** 1-877-535-3852
- **Mail:** DAFgiving360, P.O. Box 2430, Omaha, NE 68103

DAFgiving360™ is the name used for the combined programs and services of Donor Advised Charitable Giving, Inc., an independent nonprofit organization which has entered into service agreements with certain subsidiaries of The Charles Schwab Corporation. DAFgiving360 is a tax-exempt public charity as described in Sections 501(c)(3), 509(a)(1), and 170(b)(1)(A)(vi) of the Internal Revenue Code.



BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT:	<u>Fargo Police Department -RRVSWAT</u>	
REQUESTED BY:	<u>A.C. Travis Stefanowicz</u>	PROJECT NUMBER : _____
DATE PREPARED:	<u>12/19/2025</u>	
DESCRIPTION OF REQUEST:	Accept \$15,000 in revenue and expenses	

NOTE: If relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-365-10-00	\$ -	\$ 15,000	\$ 15,000
			= \$ -
	+		= \$ -
	+		= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 15,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411-61-40 General Supplies	69,966.00	\$ 15,000	\$ 84,966
			= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 15,000	

PLEASE NOTE: Budget Adjustments that increase expenditures **MUST** be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FAHR REVIEWED ON:	_____
COMMISSION APPROVED ON:	_____
ENTERED BY FINANCE: Date:	_____
By:	_____
BA#	_____



Report of Action:
FAHR Meeting of December 29, 2025

☐ Purchase Policy
☒ Budget Adjustment/Reallocation
☐ Personnel Request
☐ Other Financial

Department: Police

Description: See Memo. Fargo Police was awarded a Project Safe Neighborhood Grant of \$35,287.22 through the ND Attorney General's office, with no matching contribution request from the City of Fargo. As noted, the funds will be used toward training and supplies.

Net Financial Impact: \$35,287.22

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the grant award of \$35,287.22 and related budget adjustments.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: City Commission

From: LT Tom Shaw

Date: 12/31/2025

RE: Acceptance of 2026 Project Safe Neighborhoods Grant (Project #PSN26)

The Fargo Police Department applied for the Project Safe Neighborhood (PSN) Grant in the fall of 2025. This grant is part of a federal initiative aimed at promoting community engagement, prevention and intervention, and a focused strategy to combat crime. The Fargo Police Department requested funding to purchase equipment and training for its personnel. On December 23, 2025, the department was informed that it had been awarded grant funds totaling \$35,287.22, with no matching contribution required from the City of Fargo.

The grant funds allocated for equipment will be used to purchase a DVR surveillance camera, a secured cabinet for wireless devices that allows for downloads while maintaining the devices' battery life, a faraday box for storing wireless devices during analysis, and tire deflation devices. The total cost for this equipment is \$13,826.00.

The grant funds allocated for training will enable Fargo Police Department personnel to attend several courses. Two members of the Intelligence and Analysis Unit will participate in the 2026 International Association of Crime Analysts Conference in August 2026. The training they receive at the conference will aid in the development of the Real Time Crime Center and educate IAU personnel on best practices for crime analysis. Additionally, one member of the Criminal Investigations Division will be sent to the National Forensics Academy to become certified in crime scene analysis. The total amount allocated for training is \$21,461.22.

Suggested Motion:

Approve and sign the attached 2026 Project Safe Neighborhoods grant awarded to the Fargo Police Department

Revenue account for PSN grant funds:

101-0000-331.11-22

Expense accounts for PSN funds to be moved to:

Training 101-5052-411.59-50 = \$21,461.22

General Supplies 101-5052-411.61-40 = \$13,826.00

Total Grant Funds = \$35,287.22



STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL

www.attorneygeneral.nd.gov
(701) 328-2210

Drew H. Wrigley
ATTORNEY GENERAL

December 22, 2025

Lt. Thomas Shaw
Fargo Police Department
105 25th St N.
Fargo, ND 58102

Dear Lt. Thomas Shaw,

Your agency has been awarded \$35,287.22 in Project Safe Neighborhoods (PSN) Grant Program funds for the project period of January 1, 2026 through December 31, 2026, to be used towards your agency's approved project.

To accept this award, please review, complete, sign, and return the enclosed documents (listed below) to the Office of Attorney General by Wednesday, December 31, 2025:

1. Grant Award and Acceptance
2. Budget Detail
3. Contact Information Document
4. Non-Supplanting Certification
5. A-133 Audit Certification
6. Certified Conditions

**Please be sure to retain a copy of the above documents for your grant file.*

Please carefully review all the award documents. Reimbursements will only be paid via electronic funds transfer. Federal funds will not be disbursed until these forms have been completed, signed, and returned to the Office of Attorney General at:

ND Office of Attorney General
Grants Management Division
Attention: Mary Morrell
600 E. Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040

You may also choose to email the signed forms to: agogrants@nd.gov

Please take note of the following information contained in the award documents:

- Your project period is January 1, 2026 – December 31, 2026.
- The total amount of the funds awarded by the Drug and Violent Crime Policy Board has been inserted on the Grant Award and Acceptance Form.

- Projects are required to commence within 60 days of the scheduled beginning date.
- The Budget Summary has been completed according to requirements by the Department of Justice PSN program and recommendations made by the Drug and Violent Crime Policy Board. Any expenditure not in compliance with this Budget Summary will be considered unallowable and will not be reimbursed without prior approval.
- Please be sure to review the Special Condition/Funding Restriction Section to determine if special conditions and/or funding restrictions are attached to the grant award.
- The certified conditions in this document need to be reviewed and followed to stay in compliance with state regulations. The project director, authorized official, and fiscal officer must sign this certification indicating that they have read, understood, and agreed to abide by all the conditions pertaining to the administration of this grant award.

Reimbursements will be issued following the submission and approval of subrecipient's Summary Financial Reports (SFR).

We look forward to working with you on this project. If you have any questions or require additional information, please call Mary Morrell at (701) 328-5507.

With appreciation,



Drew H. Wrigley
Attorney General

Enclosures: Grant Award and Acceptance
Budget Detail
Contact Information Document
Non-Supplanting Certification
A-133 Audit Certification
Certified Conditions



GRANT AWARD AND ACCEPTANCE
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL
 12/2019

Subrecipient City of Fargo		Unique Entity Identifier # L2XTF22UJDQ5		Grant # PSN2401	
Implementing Agency Fargo Police Department		Make Check Payable To			
Project Director Thomas Shaw		Title Lieutenant		Email tshaw@fargond.gov	
Fiscal Officer Kathy Lormis		Title Office Associate III		Email klormis@fargond.gov	
Federal Awarding Agency Bureau of Justice Assistance		CFDA # 16.609		FAIN # 15PBJA-24-GG-04101-GUNP	
Project Description Project Safe Neighborhoods (PSN) Grant Program		Federal Award Period 10/01/2024--09/30/2027		Project Period 01/01/2026-12/31/2026	
		Amount of Federal Funds Obligated by this Action \$35,287.22		Total Federal Award \$75,526	

AWARD SUMMARY				
ITEM	PROJECT COST	SOURCE OF FUNDS		PERCENTAGE
Supplies	\$13,826.00	FEDERAL	\$35,287.22	100%
Travel/Training	\$21,461.22			
		MATCH		0%
TOTAL	\$35,287.22	TOTAL	\$35,287.22	100%

GENERAL AND SPECIAL CONDITIONS

The subrecipient cannot spend or commit funds until January 1, 2026.

This is a non-R&D award and approved subject to the conditions outlined above and on the attached pages.

Date Awarded Sept. 15, 2025	Signature of Attorney General or Designee <i>Rachel Kmetz</i>	Printed Name and Title Rachel Kmetz, Director of Finance and Administration
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ACCEPTANCE

The subrecipient and implementing agency accept this grant and promises to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.

Date Accepted	Signature of Authorized Official	Name and Title (printed)
Date Accepted	Signature of Project Director	Name and Title (printed)
Date Accepted	Signature of Fiscal Officer	Name and Title (printed)

Grant #: PSN2401

Recipient: City of Fargo
 Implementing Agency: Fargo Police Department
 Contact Name (P.D.): Thomas Shaw
 Email (PD): tshaw@fargond.gov
 Phone Number (P.D.): 701-241-1416
 Contact Name (F.O.): Kathy Lormis
 Email (F.O.): klormis@fargond.gov
 Phone Number (F.O.): 701-476-4176

Recipient: City of Fargo
 Implementing Agency: Fargo Police Department
 Contact Name (P.D.): Thomas Shaw
 Email (PD): tshaw@fargond.gov
 Phone Number (P.D.): 701-241-1416

CY 2026 Request Detail

Approved
Denied

CY 2026 Award Detail

Operating

Item	Qty	Unit	\$/Unit	Total	
Supplies			-	-	x
Fire Pull DVR camera	1	ea	2,495.00	2,495.00	x
Forensic Crack Cabinet (Cell phones)	1	ea	2,999.00	2,999.00	x
Blackbox Lab (Cell phones)	1	ea	3,199.00	3,199.00	x
Stop Sticks	10	ea	513.30	5,133.00	x
Travel/Training			-	-	x
National Forensic Academy	1	ea	17,716.22	17,716.22	x
IACA Training Violence and Crime Prevention	2	ea	2,070.00	4,140.00	x
Total Operating Requested				\$ 35,682.22	

Operating

Item	Qty	Unit
Supplies	-	
Fire Pull DVR camera	1.00	ea
Forensic Crack Cabinet (Cell phones)	1.00	ea
Blackbox Lab (Cell phones)	1.00	ea
Stop Sticks	10.00	ea
Travel/Training	-	
National Forensic Academy	1.00	ea
IACA Training Violence and Crime Prevention	2.00	ea

Total Request

\$ 35,682.22

Note: Board denied application fee and membership

Total Award



AUDIT CERTIFICATION
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL
 12/2019

CY26 Funding A-133 Audit Certification

Subrecipient: City of Fargo
Grant Number: PSN2401
Federal Award Amount: \$35,287.22

We certify that:

☒ We are a non-federal entity that expended \$750,000 or more in federal awards during our fiscal year (from all sources including pass-through sub awards), and are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) 2 C.F.R. Part 200.514. This audit report will be submitted to the Office of Attorney General.

OR

☐ We are a non-federal entity that expended less than \$750,000 a year in federal awards, and are therefore exempt from federal audit requirements for the award year. We realize however, that we must keep records that are available for review or audit by appropriate officials including the federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Certified By:

Date Accepted	Signature of Authorized Official	Name and Title
Date Accepted	Signature of Project Director	Name and Title
Date Accepted	Signature of Fiscal Officer	Name and Title



NON-SUPPLANTING CERTIFICATION
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL

Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official	Print Name and Title	Date Accepted
Signature of Project Director	Print Name and Title	Date Accepted
Signature of Fiscal Officer	Print Name and Title	Date Accepted



CONTACT INFORMATION
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL

CONTACT INFORMATION

PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS

Subgrantee: Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
City of Fargo	701-476-5968	WPapenfuss@FargoND.gov	
Subgrantee Mailing Address	City, State, Zip		
225 4th St N, Fargo ND 58102			
Contact Name	Telephone	Email	
Wyatt Papenfuss	701-476-5968	WPapenfuss@FargoND.gov	

Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency			
Fargo Police Department	Fargo, ND 58102		
Mailing Address	City, State, Zip		
105 25th St N, Fargo ND 58102	701-241-1416	TShaw@FargoND.gov	
Project Director & Title	Telephone	Email	
Lieutenant Thomas Shaw			

Fiscal Officer: Responsible for grant budgets, submits requests for reimbursement (SFR's). (May be the same as the project director)

Fiscal Officer	Title & Agency	Telephone	Email
Kathleen J Lormis	Payroll & Procurement Assistant	701-476-4176	KLormis@FargoND.gov
Person completing SFR (if not Fiscal Officer)	Title & Agency	Telephone	Email
Same as above		701-476-4176	KLormis@FargoND.gov
Mailing Address	City, State, Zip		
105 25th St N, Fargo ND 58102			



CERTIFIED CONDITIONS
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL
12/2025

I. INTRODUCTION

Subrecipient

Subrecipients are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian tribes.

Implementing Agency

The Implementing Agency has direct responsibility for carrying out the activities of the grant (such as a police department or sheriff's office).

Authorized Official

The authorized official must have the legal authority to commit the Subrecipient to a contract or other agreement. Examples are the mayor, city auditor, county auditor, director of the state agency, or tribal chairperson. Overall responsibility for the administration of the project rests with this individual.

Project Director

The project director has direct responsibility for implementation of the project activities and spending within the awarded budget. This person will prepare and submit all progress reports as required by the Office of Attorney General (OAG).

Fiscal Officer

The fiscal officer prepares and submits all financial reports as required by the OAG and has responsibility for the financial administration of the project.

II. GENERAL TERMS AND CONDITIONS

General terms and conditions are available online at

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

1. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to

conduct during the award period – may result in the Office of Justice Programs (OJP) taking appropriate action with respect to the Subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice (DOJ), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and may lead to imposition of civil penalties and administrative remedies for false claims of otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. This award is subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards, see the OJP website <http://ojp.gov/funding/Part200UniformRequirements.htm>.
3. The Subrecipient agrees to comply with the DOJ Grants Financial Guide posted on the OJP website (currently the “2022 DOJ Grants Financial Guide” available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posed during the period of performance.
4. Subrecipients must comply with the federal Government-wide Suspension and Debarment provisions set forth at 2 CFR Part 180.
5. If a project has commenced operation within 60 days of the beginning project date, the project director will report in writing, the steps taken to initiate the project, the reasons for the delay and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

If a project has not begun operations within 90 days of the beginning of the project date, the project director must submit a second written report updating the information supplied in the first report. If this report is not received, or if the OAG determines that the delay is not desirable, the project will be canceled.

6. General appropriations-law restrictions compliance on the use of federal funds is required. The Subrecipient at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm> and are incorporated by reference here.

7. Subrecipients must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards must have specific federal authorization), and are incorporated by reference here.

8. In regards to employment eligibility verification for hiring under the award, the Subrecipient must:
 1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1).
 2. Notify all persons associated with the Subrecipient who are or will be involved in activities under this award of both:
 - a. this award requirement for verification of employment eligibility, and
 - b. the associated provisions in 8 U.S.C 1324a(a)(1) that, generally speaking make it unlawful in the United States, to hire (or recruit for employment) certain aliens.
 3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility and of the associated provisions of 8 U.S.C 1324a(a)(1).
 4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary and allocable costs (if any) of actions designed to ensure compliance with this condition.

Rules of Construction:

1. Staff involved in the hiring process: For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
2. Employment eligibility confirmation with E-Verify: For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment

eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4. Nothing in this condition shall be understood to authorize or require any subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5. Nothing in this condition, including paragraph 2 under Rules of Construction, shall be understood to relieve any subrecipient or any person or other entity of any obligations imposed by law, including 8 U.S.C. 1324a(a)(1).

9. Subrecipients must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipients breach procedures must include a requirement to report actual or imminent breach of PII to the OAG no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. Determination of suitability to interact with participating minors.

SCOPE: This condition applies to this award if it is indicated in the application for the award for any subaward, that a purpose of some or all of the activities to be carried out under the award by the subrecipient is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award Condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

11. Subrecipients must comply with all applicable requirements (requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Subrecipients must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the

use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2017 DOJ Grants Financial Guide").

13. The Subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
14. Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>
15. The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards
16. The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

17. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
18. The Subrecipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks. Further, the subrecipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s).

19. Subrecipients must comply with all confidentiality requirements of 34 U.S.C 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

20. Compliance with National Environmental Policy Act and related statutes.

Upon request, the subrecipient must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

The subrecipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subrecipient or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

21. The Subrecipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
22. The subrecipient will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly

force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

23. The subrecipient agrees to comply with NIJ standards regarding body armor. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C.10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the link located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

III. COOPERATION

The Subrecipient and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

IV. THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the Subrecipient and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the OAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the Subrecipient and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the Subrecipient and implementing agency in the conduct of the project.

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

The Subrecipient and implementing agency must obtain prior written authorization from the OAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application;
- B. Changes in the project director or key professional personnel identified in the approved application;
- C. Changes in the approved project budget as specified under financial conditions;
- D. Grant extensions

A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. In order to receive approval for an extension, financial and progress reports must be completed and submitted to the OAG.

VI. PROGRESS REPORTS

Purpose

Congress appropriates funds for the Project Safe Neighborhoods (PSN) Grant Program to create safer neighborhoods through a sustained reduction in violent crime. The value of each project is not only what it does for the community, but what it tells the PSN Task Force, the Drug and Violent Crime Policy Board, the Attorney General, the North Dakota Legislature, the U.S. Attorney's Office, the U.S. DOJ, and Congress about violent crime within the identified target area.

Accordingly, subrecipients must submit Progress Reports to the OAG. Progress reports have the following purposes:

- A. To determine if the Subrecipient operated the project as agreed;
- B. To determine the outcome of the project;
- C. To develop data for criminal justice planning and the North Dakota PSN Strategy;
- D. To help other agencies which might undertake a similar project;
- E. To present information to Congress and the North Dakota Legislature.

Progress Report Requirements

Performance Measurement Tool (PMT) online reporting is required.

The Subrecipient must submit quarterly performance metrics reports through BJA's PMT website (<https://ojpsso.ojp.gov/>). The reporting requirements are due quarterly on the 20th of the month following the end of the quarter.

Additionally, the BJA may require specific project data.

Due Dates

Subrecipients must submit PMT reports quarterly, and depending on your agency/program, semi-annual progress reports may be required. **Reports are to be based on that period's activities.**

Failure to Submit the Progress Report

The OAG will not reimburse any expenditure if any federal progress report is outstanding. Failure to submit the progress reports may also result in the suspension of processing new or continuation projects.

VII. FINANCIAL MANAGEMENT

Accounting Requirements and Procedures

The Subrecipient and implementing agency agree to establish financial accounting procedures to assure

proper disbursement and accounting for all federal funds and required non-federal matching funds. All conditions which apply to federal grant funds apply to match funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

- A. Separately account for the receipt of federal funds and matching funds under each grant awarded.
- B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Non-Supplanting

The subrecipient and implementing agency agree that federal funds made available through the PSN program must be used to supplement existing funds for program activities and cannot replace, or supplant, state, local, or other non-federal funds that have been appropriated for the same purpose.

Pre-Agreement Costs

The OAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the federal Grant Award and Acceptance will not be allowed. Project funds cannot be spent or committed until January 1, 2024.

Budget Deviation

All expenditures of the project must be in accordance with the detailed federal Budget Summary of the Grant Award and Acceptance. The OAG will not reimburse expenses which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in writing, in advance, to the OAG and will be considered on a case-by-case basis.

Unexpended Funds

Unexpended funds for the specific purposes or conditions of the grant during the awarded calendar year period must be returned to the OAG. These funds will be made available for award during the next grant award process.

Reimbursement/Allowable Expenses

The OAG reimburses actual expenses on a quarterly basis unless otherwise agreed upon by the OAG and the subrecipient. The Summary Financial Report (SFR) must be used to report all grant expenditures and a template will be provided to you. The report is required quarterly and must be submitted to the OAG within 30 days following the end of the reporting period.

The SFR must show all project expenditures during the period of the report. Expenditures should be reported as actual amounts and must be accompanied by complete documentation as indicated below.

A. Personnel Expenditures

Includes: Salary, overtime, and benefits

Documentation required: Hourly rates, copies of check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets may be reviewed during audits).

B. Operating Expenditures

Includes: Utilities, office supplies, travel expenses, training, etc.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation, or other supporting documentation.

C. Equipment

Includes: Tangible personal property having an acquisition cost of \$5,000 or more per unit and a useful life of more than one year

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation if necessary, or other supporting documentation.

D. Travel

Includes: Meals, lodging, mileage, and commercial transportation for travel approved in the subrecipient's application

Documentation required: Invoices, vouchers, receipts. Sufficient detail must be submitted to support the claim including destination, purpose of travel, dates, and authorization

Mileage, meals and lodging: Will be reimbursed at the local or state rate - whichever is lower; or for out-of-state travel, General Services Administration (GSA) rates will prevail. Current state rates are as follows:

To receive reimbursement for meals you must document departure and arrival times, and you must travel a minimum of four (4) hours, which cover the following time frames:

<u>Meals</u>	<u>State Rate</u>
Breakfast (leave on or before 7:00 a.m.)	\$ 9.00
Lunch (11:00 a.m. - 1:00 p.m.)	\$13.50
Dinner (5:00 p.m. - 7:00 p.m.)	\$22.50

E. Contracts, Leases, and Agreements

Consultant and contractual services, leases, and agreements must be supported by written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided. Subrecipients must submit a copy of approved contracts, leases, or agreements before reimbursement will be made.

Unallowable Expenses

The subrecipient understands and agrees that award funds may not be used for items that are listed on the Federal Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time.

Federal funds may not be expended for the following items:

- A. Items not part of the approved budget **unless** approved by the OAG
- B. Land acquisition
- C. Acquisition or construction of buildings
- D. Real estate mortgages or taxes, **unless** specifically provided for in the grant agreement
- E. Purchase of automobiles or other automotive vehicles **unless** provided for in the grant agreement
- F. Compensation to federal employees
- G. Travel of federal employees
- H. Military-type equipment
- I. Lobbying
- J. Fund raising
- K. Corporate formation
- L. Imputed interest
- M. Indirect (overhead) costs
- N. Bonuses, honoraria, or commissions
- O. Entertainment and related costs
- P. Social activities, i.e. sports, movies, etc.
- Q. Tips
- R. Bar charges/alcoholic beverages
- S. Guns, ammunition, tasers
- T. Acquisition of canines and/or canine expense, **unless** pre-approved for tactical team purposes.

Audit Requirements

Subrecipients receiving a total of \$750,000 or more in federal funds: The subrecipient agrees to have an audit which shall be in compliance with the audit requirements of the federal Office of Management and Budget (OMB) 2 C.F.R. Part 200.514, "Audits of State and Local Governments, Institutions of Higher Education, Hospitals, and Other Nonprofit Institutions", if \$750,000 or more in total federal financial assistance is received. The audit must cover the period of the award.

The subrecipient understands and agrees that the DOJ awarding agency (OJP) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Units of local government and non-profit organizations must provide a copy of report of the audit to the OAG.

State agencies must give the OAG a copy of that part of the report of an audit conducted by the State Auditor's Office, which pertains to project funds at the time the agency received funds.

Subrecipients receiving a total of less than \$750,000 in federal funds: The subrecipient agrees to meet the following criteria:

- A. Establish an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities;
- B. Prepare financial reports to support claims charged toward the grant award. Reports should be supported by accurate and reliable financial data and should be in accordance with the terms of the applicable agreements; and
- C. Expend project funds in accordance with the federal Grant Award and Acceptance and federal and state rules.

Agencies not required to have an audit must provide and maintain adequate financial records for each period in which they received or spent project funds.

Potential Fraud, Waste, Abuse or Misconduct

The subrecipient must promptly refer to the OAG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the federal False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations

of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

VIII. INSPECTION OF RECORDS

Retention of Records

Subrecipients must maintain their project file and financial records for three years after the close of the grant and completion of an audit.

Records Inspection

The subrecipient and implementing agency give the OAG or its representatives permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Subawards must be monitored as outlined in 2 C.F.R. 200.331. Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the OAG

or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

IX. PROCUREMENT

The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.
Adequate Competition

All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, should be conducted in a manner so as to provide maximum open and free competition. A state purchase price as obtained by the Office of Management and Budget (OMB) State of North Dakota, may be considered the same as a bid price.

Level of Competition Required

When needed commodities or services cannot be obtained from an existing source or a government entity, state procurement procedures must be used. The dollar of the purchase determines the level of competition required:

Purchasing Thresholds Effective July 1, 2018		
Level	Competition Requirements	Documentation Maintenance Requirement
Level 1 "Micro" Purchase Less than \$10,000	Obtain at least one fair and reasonable quote. Note: Equipment and software must be added to inventory if \$5,000 or greater. (N.D.C.C. § 54-27-21 Fixed Asset Minimum Reporting Value) State agencies (excluding Higher Education institutions) must submit printing purchase requests \$5,000 and over to OMB State Procurement.	Rotate vendors solicited on an equitable basis (N.D.A.C. § 4-12-08-02)

Level 2 Small Purchase At least \$10,000 but less than \$50,000	Solicit informal quotes/bids or proposals from at least three vendors, or post to SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over \$25,000.	Documentation is required. Alternate Procurement form required if competition is not solicited from at least three vendors. The form is not required if three vendors are solicited and fewer than three bids or proposals are received.
Level 3 Informal Written Purchase At least \$50,000 but less than \$100,000	Solicit informal bids or proposals using SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over \$25,000.	Documentation is required Alternate Procurement form required if: <ol style="list-style-type: none"> 1. Competition is not solicited. 2. SPO Online is not used. 3. OMB: Competition is limited.
Level 4 Formal Purchase \$100,000 and over	Must be purchased using formal sealed bids: Invitation for Bid (IFB) or Request for Proposal (RFP). Solicitations must be posted using SPO Online with appropriate state bidders list. May send to additional bidders. ITD must review IT purchases over \$25,000.	Documentation is required. Alternate Procurement required if: <ol style="list-style-type: none"> 1. Competition is not solicited, or competition is limited. 2. SPO Online is not used. 3. OMB: Competition is Limited.

Alternate Procurement (Sole Source)

Competition is required for Level 2, Level 3 and Level 4 purchases. Occasionally, a fully competitive procurement process may be difficult or impossible. Factual evidence and/or documentation is needed in order to justify non-competitive purchases (i.e.: product needs to be compatible with existing equipment; or statement from the vendor that the product is covered by a patent or not sold through resellers). The State Procurement Office (SPO) reviews and approvals all alternate procurements. Please contact the office's Procurement Officer for assistance.

X. EQUIPMENT

Equipment Inventory

A purchase of equipment and other tangible property that has a useful life of one year or greater and has an initial cost of \$5,000 or greater must be reported to the OAG and tracked. The inventory should be itemized and include the following for each piece of equipment:

- A. Equipment description
- B. Brand name
- C. Model numbers
- D. Serial numbers
- E. Unit cost
- F. Purchase date

Ownership of Equipment

Subrecipients and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subrecipient and implementing agency and must be used for criminal justice purposes.

Disposition

When equipment is no longer needed for criminal justice purposes, the subrecipient must contact the OAG for disposition instructions.

XI. DRUG FREE WORKPLACE REQUIREMENTS

The subrecipient certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The subrecipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Requiring that each employee engaged in the performance of the drug grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required in paragraph (A) that, as a condition of employment under the grant, the employees will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Taking one of the following actions within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

XII. LOBBYING

The Subrecipient hereby certifies that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. CIVIL RIGHTS

The following compliance with DOJ regulations pertaining to civil rights and nondiscrimination - is required:

A. The subrecipient at any tier must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

B. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

C. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

D. The subrecipient and implementing agency must comply with:

- **Title VI of the Civil Rights Act (Title VI) of 1964**, as amended, 42 U.S.C. § 2000d, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpts. C & D (prohibiting discrimination in federally assisted programs based on race, color, and national origin in the delivery of services or benefits);
- **Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968**, as amended, 34 U.S.C. §§ 10228(c) & 10221(a), and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. D (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion) & E (requiring certain DOJ-funded programs subject to the administrative provisions of the statute to prepare, maintain, and submit an Equal Employment Opportunity Plan (EEOP));
- **Section 504 of the Rehabilitation Act (Section 504) of 1973**, as amended, 29 U.S.C. § 794, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. G (prohibiting discrimination in federally assisted programs based on disability both in employment and in the delivery of services or benefits);
- **Title IX of the Education Amendments (Title IX) of 1972**, as amended, 20 U.S.C. § 1681, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpt. D & pt. 54 (prohibiting

discrimination in federally assisted education programs based on sex both in employment and in the delivery of services or benefits);

- **Title II of the Americans with Disabilities Act of 1990**, as amended, 42 U.S.C. § 12132, and the implementing regulation at 28 C.F.R. § 35.171(a)(1)(i), (3)(i) (prohibiting discrimination based on disability both in employment and in the delivery of services or benefits);
- **Age Discrimination Act (Age Act) of 1975**, as amended, 42 U.S.C. § 6102, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. I (prohibiting discrimination in federally assisted programs based on age in the delivery of services or benefits);
- **Executive Order 13,559**, amending Executive Order 13,279, and the DOJ implementing regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38 (prohibiting discrimination in federally assisted social service programs based on religion in the delivery of services or benefits).

E. The subrecipient and implementing agency agree that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to the Federal Office for Civil Rights (OCR), DOJ and the OAG.

F. Subrecipients must have procedures in place for responding to complaints of discrimination involving services or employment practices. In addition, the OAG's policy and the federal Office of Civil Rights online training must be reviewed annually. Links to policy and training are found at: <https://attorneygeneral.nd.gov/criminal-justice-resources/grants/>

XIV. EQUAL EMPLOYMENT OPPORTUNITY

The subrecipient will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights (OCR) and the OAG, if required to submit one; otherwise, it will provide a certification to the OCR and the OAG that it has a current EEOP on file, if required to maintain one. No EEOP is required for subrecipient agencies receiving less than \$25,000, or with less than 50 employees, regardless of the amount of the award; however they are required to file a Certificate of Exemption electronically.

Please visit <https://ojp.gov/about/ocr/eeop.htm> for information about civil rights obligations of subrecipients and assistance with an EEOP. The site also offers an EEO Reporter Tool through which subrecipients can obtain additional information and prepare and submit their EEOP documents electronically.

Subrecipients may use the chart below to assist in determine their EEOP requirements.

If	Then	Does the recipient need to submit a Certification Form to OCR?	Does the recipient need to develop an EEOP?	Must the recipient submit an EEOP Utilization Report to OCR?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit		YES	NO	NO
Largest individual grant received is less than \$25,000		YES	NO	NO
Recipient has less than 50 employees		YES	NO	NO
None of the above		YES	YES	YES

XV. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, the federal Debarment and Suspension, and implemented at CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 requires:

A. The subrecipient certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not, within a three-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

XVI. AMERICANS WITH DISABILITIES ACT (ADA)

The subrecipient assures that, in connection with the furnishing of services under this contract, it will comply, and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities ACT (ADA).

XVII. OTHER APPLICABLE LAWS AND REGULATIONS

The subrecipient and implementing agency shall abide by all other federal or state laws and regulations as may be applicable to the project and stipulated in the financial guides issued by the OJP and the OAG. The Federal Special Conditions are included with your award documents for your reference.

The DOJ Federal Financial Guide can be located at: <https://ojp.gov/financialguide/doj/index.htm>



CERTIFIED CONDITIONS
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL

I certify that the project proposed in this application meets all the requirements of the Project Safe Neighborhoods (PSN) Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the subrecipient will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above certified conditions and agrees that the applicable conditions above will be followed.

Signature of Authorized Official

Date

Signature of Project Director

Date

Signature of Fiscal Officer

Date

Please make a copy for your records and return the original with the other required award and acceptance documents to the Office of Attorney General, Grants Management section.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Fargo Police Department

REQUESTED BY: LT Tom Shaw

PROJECT NUMBER : PDSN26

DATE PREPARED: 12/30/2025

DESCRIPTION OF REQUEST:

NOTE: If relevant, please identify the appropriate fiscal year in the description

Accept \$35,287.22 in grant funding for the Fargo Police Department. Adjust the 2026 revenue and expense lines identified below to reflect this amount.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331.11-22	\$ -	\$ 35,287	= \$ 35,287
			= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 35,287	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5052-411.59-50	\$20,000	\$ 21,461	= \$ 41,461
101-5052-411.61-40	\$ 11,750	\$ 13,826	= \$ 25,576
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 35,287	

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE:

Date: _____

By: _____

BA# _____

Report of Action:
FAHR Meeting of December 29, 2025

☐ Purchase Policy
☐ Budget Adjustment/Reallocation
☐ Personnel Request
☒ Other Financial

Department: Public Works

Description: See Memo. Public Works requests to contract for the continuation of leased space for office and shop from Heartland Trust Company. The lease payments are included with the 2026 budget.

Net Financial Impact: \$0 (included with 2026 budget)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve and authorized the execution of the enclosed Facility Lease between the Heartland Trust Company, Trustee of the Megan Bergseth Naas Irrevocable Trust dated December 15, 2015 and the City of Fargo (EX26049)



FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

December 19, 2025

TO: Board of City Commissioners

FROM: Ben Dow

RE: Facility Lease with Heartland Trust Company, Trustee of the Megan Bergseth Naas Irrevocable Trust Dated December 15, 2015 (EX26049)

Since March 2016, the Public Works Department has leased approximately 40,000 square feet of office and shop space from Heartland Trust Company to support ongoing departmental operations. This facility provides essential office space and storage for the Fire Department training academy, Public Works staff, operational equipment, and flood protection assets.

At the time the original lease was executed, the long-term plan was to purchase the building at the conclusion of the ten-year lease term. During the 2026 budget process, it was determined that funding was not available to proceed with a purchase. As a result, staff worked with the property owner and Heartland Trust Company to negotiate an enclosed five-year lease renewal that includes an option to purchase at the end of the term or extend the lease for an additional five years, if necessary.

When the facility was initially leased in 2016, the monthly rent was set at \$21,650, which was considered below market for comparable commercial and light-industrial space in Fargo. In accordance with the original lease terms, the monthly rent increased at the five-year mark in 2020 to \$23,815. Under the proposed lease renewal, the owner has offered similar terms, with monthly rent increasing to \$26,000. If the purchase option is waived in 2031, the monthly rent would increase to \$28,200.

Over the past ten years, the long-term stability provided by the existing lease has been beneficial to the department, allowing staff to plan operations and budgets with consistency. The property continues to meet departmental needs without requiring significant modifications or additional capital investment. This facility is a critical component of both Public Works and Fire Department operations, and the departments could not function without it.

For these reasons, staff recommends approval and authorization of the lease renewal.

Recommended Motion:

Approve and authorize the execution of the enclosed Facility Lease between the Heartland Trust Company, Trustee of the Megan Bergseth Naas Irrevocable Trust Dated December 15, 2015 and the City of Fargo. (EX26049).



EXEMPT PURCHASE REQUEST FORM (EX)

Requested by:	Ben Dow	Department:	Public Works
Date of Request:	12/19/2025	Phone Number:	701-241-1463
E-mail:	bdow@fargond.gov	Reference exemption table justification on page 1 <u>A</u>	
Dept Head Signature:	<i>Benjamin Dow</i>	Estimated Amount of Purchase:	\$312,000 Annually

Product or Service description:


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Is a Contract required? Yes ☒ No ☐ Is the procurement Federally Funded? Yes ☐ No ☐

Vendor Name: Heartland Trust Company, Trustee of the Megan Bergseth Naas Irrevocable Trust Dated December 15, 2015			
Address: 1202 27th Street South / PO Box 9135			
City: Fargo	State: ND	Zip Code: 58106-9135	
Contact Person: Ann Olheiser		Title: Trust Officer	
Telephone: 701-235-2002		Email: ann@heartlandtrust.com	
Purchasing Manager Approval:			
Exempt Purchase (EX) Number:		EX26049	

COMMERCIAL TRIPLE NET LEASE

THIS TRIPLE NET LEASE AGREEMENT is entered into as of the 3rd day of December, 2025, between Heartland Trust Company, Trustee of the Megan Bergseth Naas Irrevocable Trust dated December 15, 2015 ("Landlord"), and the City of Fargo, North Dakota, a municipal corporation ("Tenant").

WITNESSETH:

IN CONSIDERATION of the mutual covenants hereinafter contained and each act performed hereunder by either of the parties, Landlord and Tenant agree as follows:

1. Definitions. In this Lease:

- (a) "*Building*" means the building at 501 23rd Street North, Fargo, North Dakota, located on the Land, and which for purposes of this Lease will be deemed to contain approximately 40,000 rentable square feet.
- (b) "*Casualty*" means a fire, explosion, tornado, or other cause of damage to or destruction of the Building.
- (c) "*Commencement Date*" means the first day of the Term.
- (d) "*Event of Default*" shall have the meaning as defined in Section 24 of this Lease.
- (e) "*Exhibit*" means an Exhibit attached to and thereby made a part of this Lease.
- (f) "*Hazardous Substances*" shall have the meaning as defined in Section 11 of this Lease.
- (g) "*Land*" means the real estate parcel legally described on the attached Exhibit A on which the Building is situated.
- (h) "*Lease*" means this Lease Agreement, all Exhibits attached to this Lease Agreement, and all properly executed amendments, modifications and supplements to this Lease Agreement.
- (i) "*Monthly Rent*" means \$26,000.00 per month for each month during the first five (5) years of the Lease (March 2026 through February 2031). Monthly Rent will increase to \$28,200.00 per month beginning with the month of March 2031 and continue through and include the month of February 2036. Any and all references to "Monthly Rent" during a Renewal Term shall mean Renewal Monthly Rent.
- (j) "*Premises*" means the Land and the Building.
- (k) "*Section*" means a section of this Lease.

(l) *"Taking"* means acquisition by a public authority having the power of eminent domain of all or part of the Premises by condemnation or conveyance in lieu of condemnation.

(m) *"Term"* shall have the meaning as defined in Section 2, and any such reference to the "Term" shall include any and all renewal term(s), if applicable.

2. **Term.** The Term of this Lease shall be for a period of five (5) years commencing on March 1, 2026 and ending on February 28, 2031.

3. **Premises.** Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term, under the terms and conditions of this Lease. Tenant has examined and knows the condition of the Premises, the zoning, streets, sidewalks, parking areas, curbs and access ways adjoining it, visible easements, any surface conditions and the present uses, and Tenant accepts them in the condition in which they now are, without relying on any representation, covenant or warranty by Landlord.

4. **Rent.** Tenant will pay the Monthly Rent to Landlord at Landlord's address as indicated in Section 36 of this Lease, in advance on or before the Commencement Date and on or before the first day of each month during the Term, without demand, deduction or setoff. Monthly Rent will begin on the Commencement Date. If the Term begins on a day other than the first day of a month, the Monthly Rent for that month will be prorated.

Any Monthly Rent or other amounts payable by Tenant to Landlord under this Lease which are not paid within 15 days after the date due will bear a late payment penalty in the amount of \$250.00. All amounts to be paid by Tenant to Landlord under this Lease will be deemed to be additional rent for purposes of payment and collection.

5. **Use.** Tenant will not commit or permit any act or omission which results in the violation of any law, ordinance or governmental regulation.

6. **Taxes.** During the Term, any and all real estate taxes and special assessments against the Premises shall be paid by Tenant. All taxes and Special assessments shall be prorated at the time of commencement of the Lease Term.

7. **Repairs and Maintenance.** Except for the limited structural items which Landlord has agreed to be responsible for as set forth in the paragraph below, Tenant, at Tenant's expense, shall keep the Premises and the Land clean, maintained and in good condition and repair during the term of this Lease. Tenant's obligation to repair, replace and/or maintain the Premises includes, but is not limited to, plumbing, painting, walk-in doors, overhead doors, windows, walls, roof, roofing materials, floor coverings, wall coverings and sheeting, hardware, dock systems, paving, landscaping, the parking lot, glazing, all mechanical systems (such as heating, ventilation units, air conditioning units, duct work and distribution systems, and sump pumps), all electrical systems, as well as all other Building systems within or serving the Premises.

Landlord agrees to ensure Tenant that the interior frame structure of the exterior walls of the Building, as well as the foundation on which the Building sits, remains in good condition and repair during the term of the Lease. So long as any damage to the interior frame structure of the exterior walls of the Building or the foundation was not caused by Tenant nor any of its agents, employees, or invitees, the repair of such will be paid for at Landlord's expense.

8. Utilities and Services. The cost of all utilities and services, including but not limited to, water, sewer, gas, electricity, garbage, all communication-related expenses, snow removal, lawn care, and general maintenance, provided to the Premises shall be promptly paid by Tenant, without delinquency. Landlord will not be liable for any loss or damage resulting from any temporary interruption of these services due to repairs, alterations or improvements, or any variation, interruption or failure of these services due to governmental controls, unavailability of energy, or any other cause beyond Landlord's control. No such interruption or failure of these services will be deemed as an eviction of Tenant or will relieve Tenant from any of its obligations under this Lease.

9. Liens. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability from any such liens including, without limitation, liens arising from any alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, at Tenant's expense, cause the same to be discharged within 30 days after filing of the same, and upon request of Landlord, immediately furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien(s).

10. Compliance with Laws. Tenant will, at its expense, promptly comply with all laws, ordinances, rules, orders, regulations and other requirements of governmental authorities now or subsequently pertaining to the Premises. Tenant will pay any taxes or other charges by any governmental authority on Tenant's property or trade fixtures in the Premises or relating to Tenant's use of the Premises.

11. Environmental Matters. Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, released or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees without first obtaining Landlord's written consent. If Landlord's consent is given, Tenant must be in compliance with all federal, state, and local environmental laws. "Hazardous Substances", as used in this Lease, shall mean asbestos, PCBs, petroleum or petroleum-based chemicals or substances, urea formaldehyde or any chemical, material, element, compound, solution, mixture, substance or other matter of any kind whatsoever which is now or later defined, classified, listed, designated or regulated as hazardous, toxic or radioactive under any federal, state or local law or ordinance.

If Hazardous Substances are used, stored, generated released or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or

losses (including, without limitation, a decrease in value of the Premises, damage caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on the marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term and arising out of that contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action. The foregoing indemnification will survive the termination or expiration of this Lease.

12. Americans with Disabilities Act. If any modifications to the Premises are required to be made in order to bring the Premises into compliance with the Americans with Disabilities Act, or any other similar law or regulation, Tenant shall pay the cost of such compliance change occurring during the Term or Renewal Term.

13. Alterations. Tenant accepts the Premises in their present condition, "as is", except any pre-existing contamination of Hazardous Substance conditions as noted herein. Landlord will have no obligation to do any redecorating or remodeling or to make any repairs or alterations. Tenant will not make any alterations, additions or improvements in or to the Premises, without first obtaining the written consent of Landlord. Tenant will get Landlord's prior written approval of any contractor or subcontractor who is to perform work on the Premises at Tenant's request. All alterations by Tenant will be constructed with new materials, in a good and workmanlike manner, and in compliance with the plans and specifications approved by Landlord and all applicable laws, ordinances, rules, orders, regulations, or other requirements of governmental authorities. Tenant will pay for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant in or about the Premises, and will pay and discharge any mechanic's, materialman's or other lien against the Premises resulting from Tenant's failure to make such payment or will contest the lien.

All alterations, additions and improvements to the Premises made at Tenant's expense, except movable office furniture and Tenant's movable trade fixtures and equipment, will become the property of Landlord upon installation and will be surrendered with the Premises upon termination of this Lease unless Landlord elects otherwise in writing.

14. Insurance. From the Commencement Date and continuing throughout the Term, Tenant shall maintain, at its expense, full fire and extended property insurance coverage in an amount that will provide for payment of not less than one hundred percent (100%) of the replacement cost of the Building and other insurable improvements on the Premises, by an insurer and policy acceptable to Landlord (in its reasonable opinion) naming Landlord as an additional named insured. Tenant shall also maintain commercial general liability insurance at all times during the Term of this Lease, in amount not less than \$1,000,000, on an "occurrence" rather than on a "claims made" basis and shall name Landlord as an additional insured. Prior to Tenant's occupancy of the Premises, Tenant will deliver to

Landlord the liability and casualty policies or certificates by the insurer showing this coverage to be in effect with premiums paid. The insurance will provide that Landlord will be notified in writing 30 days prior to cancellation of, material change in, or failure to renew, the insurance. Tenant's liability insurance shall be primary and non-contributing with any insurance carried by Landlord.

Tenant shall also be responsible for its own fire and "all risk" coverage insurance for Tenant's property and improvements in the Premises. Landlord is not responsible for any insurance on the Premises, and Tenant acknowledges that Landlord carries no insurance.

15. Signs. Subject to compliance with all laws, Tenant may, at its expense, install signage on the Premises. Tenant shall have the discretion to place signs and symbols in the windows and doors of the Premises without prior approval from Landlord. Signs and symbols affixed to the exterior of the Building shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. Landlord may demand the removal of signs which are not so approved, and Tenant's failure to comply with said request within forty-eight (48) hours will constitute a breach of this Section and will entitle Landlord to terminate this Lease or, in lieu thereof, to cause the sign to be removed and the Building repaired at the sole expense of Tenant. At the termination of this Lease, Tenant will remove all signs placed by it upon the Premises and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.

16. Entry by Landlord. Landlord and its agents and contractors and mortgagees will have the right to enter the Premises with proper notice, at reasonable times for inspecting, repairing, or exhibiting the Premises, but Landlord will have no obligation to make repairs, alterations or improvements except as expressly provided in this Lease.

17. Assignment. Landlord's interest in this Lease will be freely assignable and the obligations of the Landlord arising or accruing under this Lease after an assignment will be enforceable only against the assignee.

18. Option to Lease/Purchase. At the end of the five (5) year Term as set out herein, provided Tenant is not in default under this Lease, Tenant shall have the option to either: (1) lease the Premises for an additional five (5) years under the same terms as this Lease (but with no further 5-year renewal option); or (2) purchase the Land and Building, which contain the Premises, "AS IS", for the greater of either i) the fair market value of the Land and Building or ii) \$3,000,000.

If Tenant chooses to renew this Lease for an additional five (5) years, Tenant must give Landlord three (3) months prior written notice of its intent to renew the Lease prior to its expiration. The terms of the renewal Lease will be the same as the terms as set out this Lease, which includes the option for Tenant to purchase the Land and Building upon termination of the Term; provided however, the renewal Term will be March 1, 2031 to February 28, 2036 and there will be no additional 5-year option to renew at the expiration of the renewal Term. The parties do not need to enter into a new Lease, but rather, the written notice by Tenant of its intent to renew the Lease will be sufficient to continue for the renewal Term upon written acknowledgment of the same by Landlord.

If Tenant chooses to purchase the Premises upon termination of Lease, Tenant must give Landlord three (3) months written notice prior to the expiration of the Lease of its intent to purchase and the closing between Landlord and Tenant for the sale of the Land and Building shall occur within 180 days after notification from Tenant. The Fair Market Value for purposes of the purchase and sale of the Premises shall be determined by a Certified Appraiser licensed in North Dakota approved by both Landlord and Tenant, or a Commercial Real Estate Agent approved by both Landlord and Tenant. Landlord may elect, at its option, to include the sale of the Land and Building to Tenant as a part of a like-kind exchange for federal income tax purposes under Section 1031, or other comparable future applicable tax code available. Landlord shall furnish to Tenant, at closing, a policy of title insurance evidencing good and marketable title of record, free and clear of all encumbrances except easements, covenants, conditions, zoning requirements, and restrictions of record. The cost of title insurance and all closing costs shall be shared equally between Landlord and Tenant. If Tenant timely exercises its right to purchase the Premises hereunder, the Lease shall remain in full force and effect until the date of closing, including but not limited to Tenant's obligation to make timely Monthly Rent payments.

If Tenant fails to exercise its option to purchase the Premises at the end of the Term, or Tenant elects to waive this option granted to it, then Tenant agrees to promptly execute and deliver to Landlord such documents as Landlord shall reasonably request of Tenant to evidence that Tenant's option to purchase under this Lease has been terminated.

19. Subordination. At the request of any mortgagee, this Lease will be subject and subordinate to any mortgage which may now or hereafter encumber the Premises, and Tenant will execute, acknowledge and deliver to Landlord any document requested by Landlord to evidence the subordination. Such subordination is on the condition that Tenant's right of possession of the Premises as provided in this Lease will not be disturbed by the mortgagee so long as Tenant is not in default under this Lease. If the interest of Landlord is transferred to any party by reason of foreclosure of a mortgage, or by delivery of a deed in lieu of foreclosure or cancellation, Tenant will immediately and automatically attorn to such party. Tenant agrees that upon notification by Landlord or any mortgagee of the election of a mortgagee to subordinate its interest in the Premises to this Lease, this Lease will become prior to the mortgage.

20. Waiver of Claims and Assumption of Risks. Landlord and Tenant release each other from any liability for loss or damage by fire or other casualty coverable by a standard form of "all risk" insurance policy, whether or not the loss or damage resulted from the negligence of the other, its agents or employees. Each party will use reasonable efforts to obtain policies of insurance which provide that this release will not adversely affect the rights of the insureds under the policies. The releases in this Section will be effective whether or not the loss was actually covered by insurance. Tenant assumes all risk of loss or damage of Tenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause. Landlord will not be liable to Tenant, or its employees, for loss of or damage to any property in the Premises.

21. Indemnification. To the extent provided by law, Tenant will indemnify Landlord and its agents and employees against all claims, demands and actions, and all related costs and expenses (including attorneys' fees) for injury, death, disability or illness of any person, or damage to property, occurring in the Premises or arising out of Tenant's use of the Premises, except to the extent caused by the willful misconduct or negligence of Landlord or someone acting on its behalf.

22. Damage or Destruction. If the Premises or Building is damaged by Casualty, the damage (excluding damage to improvements paid for by Tenant or trade fixtures, equipment or personal property of Tenant) will be repaired by Landlord, at its expense, so long as the damages are covered under an insurance policy as required under Section 14 of this Lease, to a condition as near as reasonably possible to the condition prior to the Casualty, but if more than 25% of the total rentable area of the Building is rendered uninhabitable, Tenant or Landlord may terminate this Lease as of the date of the Casualty by giving written notice to the other within 30 days after the Casualty. If this Lease is not terminated, Landlord will begin repairs within 90 days after the Casualty and complete the repairs in a time frame agreed to by Tenant and Landlord, subject to acts of God, strikes and other matters not within the control of Landlord. If this Lease is terminated because of the Casualty, rents and other payments will be prorated as of the termination and will be proportionately refunded to Tenant or paid to Landlord, as the case may be. During any period in which the Premises or any portion of the Premises is made uninhabitable as a result of the Casualty, the Monthly Rent will be abated for the period of time unoccupied in proportion to the square foot area uninhabitable.

23. Eminent Domain. If there is a Taking of 25% or more of the Premises or 25% or more of the total rentable area of the Building, either party may terminate this Lease as of the date the public authority takes possession, by written notice to the other party within 30 days after the Taking. If this Lease is so terminated, any rents and other payments will be prorated as of the termination and will be proportionately refunded to Tenant, or paid to Landlord, as the case may be. All damages, awards and payments for the Taking will belong to Landlord irrespective of the basis upon which they were made or awarded, except that Tenant will be entitled to any amounts specifically awarded for Tenant's trade fixtures or equipment or as a relocation payment or allowance. If this Lease is not terminated as a result of the Taking, Landlord will restore the remainder of the Premises to a condition as near as reasonably possible to the condition prior to the Taking, the rent will be abated for the period of time the space is uninhabitable in proportion to the square foot area uninhabitable and this Lease will be amended appropriately to reflect the deletion of the space taken.

24. Defaults. The following shall constitute an "Event of Default" under this Lease: (a) Tenant fails to pay rent or other amounts due under this Lease and such failure continues for 10 days after the date on which such payment is due, (b) Tenant defaults in any other obligation under this Lease and the default continues for 10 days after written notice by Landlord to Tenant, (c) any proceeding is begun by or against Tenant to subject the assets of Tenant to any bankruptcy or insolvency law or for an appointment of a receiver of Tenant or for any of Tenant's assets, or (d) Tenant makes a general assignment of Tenant's assets for the benefit of creditors.

If any one or more Events of Default occur, then Landlord may, at Landlord's option:

(i) Notify Tenant, in writing, that this Lease shall terminate as of the earliest date permitted by law or on any later date specified in such notice, and Tenant's right to possession of the Premises shall cease as of the date set forth in Landlord's notice of termination.

(ii) With or without terminating this Lease and without notice or demand to Tenant, re-enter and take possession of the Premises using such procedures as may, from time to time, be provided by law to expel Tenant and those claiming through or under Tenant, and to remove the effects of either or both. Landlord's exercise of such right of re-entry shall not subject Landlord to liability for conversion or trespass and shall not affect Landlord's right to recover arrearages of rent payable under this Lease or any amounts due as a result of any preceding breach of covenants or conditions. No re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant.

(iii) In the event of re-entry by Landlord as set forth in subparagraph (ii) above, or should Landlord take possession pursuant to legal proceedings or otherwise, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term as Landlord, in its sole discretion, may determine, and Landlord may collect and receive any rent resulting from such reletting. Landlord will have no obligation to relet the Premises and will in no way be responsible or liable for any failure to relet the Premises or any part thereof.

(iv) With or without terminating this Lease and without demand or notice to Tenant, to cure any Event of Default and charge Tenant for the cost of effecting such cure, including, without limitation, attorneys' fees and interest at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum interest rate permitted by law, and shall become immediately due and payable in full on demand of the Landlord, its successors and assigns.

(v) With or without terminating this Lease, recover from Tenant an amount equal to the rent owing for the balance of the Lease Term plus the amount of any past due rent, less the net proceeds, if any, of any re-letting of the Premises by Landlord. All Landlord's expenses in connection with such re-letting, including, but without limitation, all repossession costs, brokerage commissions, attorneys' fees, expenses for employees, alteration and repair costs and expenses of preparation for such re-letting shall be deducted from the proceeds of any re-letting in determining the net proceeds of such re-letting. Landlord may recover the amount due from Tenant under this subparagraph (v) monthly, on the day on which the Monthly Rent would have been payable under the Lease, or, if Landlord so chooses, on a less frequent basis.

(vi) Elect to accelerate the whole or any part of the rent for the balance of the Term and declare the same to be immediately due and payable.

Any suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Lease Term

would have expired had no Event of Default occurred. Each right and remedy provided to Landlord in this Lease is cumulative and is in addition to any other right or remedy provided to Landlord in this Lease or existing now or after the date of this Lease at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees, will also be recoverable by Landlord from Tenant.

25. **Rent Incentives.** *This Section has been intentionally removed.*

26. **Return of Possession to Landlord.** On expiration of the Lease, Tenant will return possession of the Premises to Landlord, without notice from Landlord, in good order and condition, except for ordinary wear and tear, and except for destruction or conditions Tenant is not required to remedy under this Lease. Tenant may remove its movable trade fixtures and equipment at its expense, provided that it shall repair and restore any damage caused by such removal. Tenant will give Landlord all keys for the Premises and will inform Landlord of combinations on any locks and safes on the Premises. Any property left in the Premises after expiration or termination of this Lease or after the Premises have been vacated by Tenant will become the property of Landlord to dispose of as Landlord chooses.

If Tenant does not return possession of the Premises to Landlord, Tenant will pay Landlord all resulting damages Landlord may suffer and will indemnify Landlord against all claims made by any new tenant of all or any part of the Premises.

27. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term without a new lease, it may do so only with written consent by Landlord, and any such holding over will be from month-to-month subject to all the same provisions of this Lease, except that the Monthly Rent will be the Monthly Rent stated in Landlord's written consent if a new Monthly Rent is stated, or double the Monthly Rent under this Lease if no new Monthly Rent is stated in Landlord's written consent. The month-to-month occupancy may be terminated by Landlord or Tenant on the last day of any month by at least 30 days' prior written notice to the other. Any holding over without Landlord's prior written consent will be at double the Monthly Rent under this Lease, shall constitute a default hereunder and shall be subject to all the remedies available to Landlord.

28. **Guaranty.** *This Section has been intentionally removed.*

29. **Financial Information.** *This Section has been intentionally removed.*

30. **Building Rules.** *This Section has been intentionally removed.*

31. **Joint and Several Liability.** *This Section has been intentionally removed.*

32. **Possession.** If Tenant pays the Monthly Rent and other charges and performs all of Tenant's obligations under this Lease, Landlord promises that Tenant may peaceably and quietly possess and enjoy the Premises under this Lease.

33. Waiver of Lease Provisions. No waiver of any provision of this Lease will be deemed a waiver of any other provision or a waiver of that same provision on a subsequent occasion. The receipt of rent by Landlord with knowledge of a default under this Lease by Tenant will not be deemed a waiver of the default. Landlord will not be deemed to have waived any provision of this Lease by any action or inaction and no waiver will be effective unless it is done by expressed written agreement signed by Landlord. Any payment by Tenant and acceptance by Landlord of a lesser amount than the full amount of all Monthly Rent and other charges then due will be applied to the earliest amounts due. No endorsement or statement on any check or letter for payment of rent or other amount will be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to its right to recover the balance of any rent or other amount or to pursue any other remedy provided in this Lease. No acceptance of payment of less than the full amount due will be deemed a waiver of the right to the full amount due together with any interest.

34. Estoppel Certificates. Within 10 days after written request from Landlord, Tenant will execute, acknowledge and deliver to Landlord a document furnished by Landlord, which document may be relied upon by Landlord and any prospective purchaser or mortgagee of the Premises, stating (a) that this Lease is unmodified and is in full force and effect (or if modified, that the Lease is in full force and effect as modified and stating the modifications), (b) the dates to which Monthly Rent and other charges have been paid, (c) the current Monthly Rent, (d) the dates on which the Term begins and ends, (e) that Tenant has accepted the Premises and is in possession, (f) that Landlord is not in default under this Lease, or, if Landlord is in default, specifying any such default, and (g) including such other information as the prospective purchaser or mortgagee may require.

35. Notices. Any notice under this Lease must be in writing, and must be sent by prepaid certified mail, or by reputable overnight courier, addressed to Landlord and Tenant, as appropriate, at the addresses set forth below, or to such other address as is designated by either party in a notice given under this Section. A notice is given on the date of actual receipt or three days after the deposit in the mail, whichever is later.

Landlord: Heartland Trust Company, Trustee of
the Megan Bergseth Nass Irrevocable Trust
Attn: Brian Halverson
1202 27th Street South
PO Box 9135
Fargo, ND 58106-9135

Tenant: City of Fargo
Attn: Ben Dow
402 23rd Street North
Fargo, ND 58102

36. Short Form Lease. This Lease shall not be recorded, but upon the request of either party a memorandum hereof shall be executed and recorded.

37. Brokers. The parties warrant and represent to each other that, no broker or agent is involved in this transaction.

38. Relationship of Parties. The relationship of the parties hereto is strictly that of landlord and tenant. Nothing herein shall be construed so as to create a partnership, joint venture or agency relationship. Neither party hereto shall be liable for the debts and obligations of the other.

39. Entire Agreement. This Lease contains the entire agreement between Landlord and Tenant regarding the Premises. Tenant agrees that it has not relied on any statement, representation or warranty of any person except as set out in this Lease. This Lease may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Premises, or of the remainder of the Term, will be valid unless accepted by Landlord in writing.

40. Governing Law. This Lease will be construed under and governed by the laws of North Dakota, without regard to its choice of law provisions.

41. Severability. If any provision of this Lease is illegal or unenforceable, it will be severable and all other provisions will remain in force as though the severable provision had never been included.

42. Successors and Assigns. All provisions of this Lease will be binding on and for the benefit of the successors and assigns of Landlord and Tenant, except that no person or entity holding under or through Tenant in violation of any provision of this Lease will have any right or interest in this Lease or the Premises.

43. Captions. The captions of this Lease are for convenience and ease of reference only, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease, and shall be disregarded in the interpretation hereof.

44. Counterparts. This Lease may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement.

[Remainder of page left blank intentionally. Signature page follows.]

Landlord and Tenant have executed this Lease to be effective as of the date stated in the first paragraph of this Lease.

LANDLORD:

Heartland Trust Company, Trustee of the Megan
Bergseth Naas Irrevocable Trust dated December 15,
2015



Brian Halverson, President/CEO of Heartland Trust Co.

TENANT:

City of Fargo

Dr. Timothy J. Mahoney, Mayor

ATTEST:

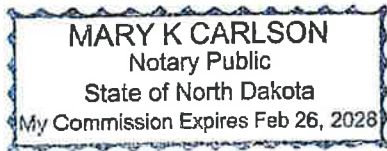
Angie Bear, Deputy City Auditor

Landlord Acknowledgement:

[illegible]

On this 3rd day of December, 2025, before me, a Notary Public in and for the State of North Dakota, personally appeared Brian Halverson, of Heartland Trust Company, Trustee of the Megan Bergseth Naas Irrevocable Trust dated December 15, 2015, who acknowledged that he executed the above as his free and voluntary act and deed for the uses and purposed therein set forth, as Trustee.

Subscribed and sworn to before me this 3rd day of December, 2025.



Mary K. Carlson
Notary Public
My Commission expires:

Tenant Acknowledgement:

[illegible]

On this _____ day of December, 2025, before me, a Notary Public in and for the State of North Dakota, personally appeared Dr. Timothy J. Mahoney and Angie Bear, Mayor and Deputy City Auditor of the City of Fargo, respectively, a municipal corporation, who acknowledged that they executed the above as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said municipal corporation.

Subscribed and sworn to me on this _____ day of December, 2025.

Notary Public
My Commission expires:

EXHIBIT A

PREMISES

The South Half of Lot 6, all of Lots 7, 8, 9 and 10, the North 49' of Lot 11, all of Lots 12, 13, 14 and the South 25' of Lot 15, all in Block 6, Tyler's Addition to the City of Fargo but subject to the dedication to the City of Fargo for street purposes, the West 23½' of said Lots 7, 8, 9 and South ½ of Lot 6.

AND

That portion of Lots 9 and 10, beginning at a point on the South line of Block 6, Tyler's Addition to the City of Fargo, which is 23.5 feet West of the Southeast corner of said block; thence North on a line parallel to the East line of said block, a distance of 113.65 feet; thence Southwesterly on a 22° 30' curve to the right to a point on the East alley line which is 20.37 feet North of the Southwest corner of Lot 10; thence South to the Southwest corner of Lot 10; thence East to the point of beginning; also,

The South 18 feet of Lot 11, Block 6 and the South 18 feet of the West Half (W½) of the vacated alley in said Block 6 and the South 20.37 feet of the East Half (E½) of the vacated alley in said Block 6, Tyler's Addition to the City of Fargo.

AND

The east 23.5 feet of the South Half of Lot Six (6) and the east 23.5 feet of Lots Seven (7) through Ten (10), all in Block Six (6), of Tyler's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, according to the certified plat thereof on file and of record in the Office of the County Recorder in and for said county and state.

AND

The South Two Hundred Forty-Two and 12/100ths (242.12) Feet of the West Thirty-Five and 00/100ths (35.00) feet of the East Half of the Vacated 22nd Street North Between 5th and 7th Avenues.

The above-described legal descriptions were taken from previously recorded instruments.

Report of Action:
FAHR Meeting of December 29, 2025

- ☒ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: FARGODOME

Description: See Memo. FARGODOME requests to utilize a piggyback procurement (Sourcewell Contract) with Hussey Seating for new stadium seating for the private suites at FARGODOME. The \$106,569 purchase was included with the 2026 FARGODOME capital budget.

Net Financial Impact: \$0 (included with 2026 budget)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the recommendation to proceed with the purchase from Hussey Seating to purchase 245 stadium chairs to replace the existing chairs in the private suites at FARGODOME. This purchase, in the amount of \$106,569, will be made using Sourcewell Contract #081523-HSC and will be funded via the approved 2026 FARGODOME capital budget.



December 24, 2025

Fargo City Commission
225 4th Street North
Fargo, ND 58102

RE: PBC26050 – FARGODOME Suite Stadium Seat Replacement

Commissioners:

The Fargo Dome Authority requests your approval of the Piggyback procurement to purchase new stadium seating for the private suites at FARGODOME with Hussey Seating in the amount of \$106,569. The current seats were installed in 2001 and are past end of life phase. This project will only replace the 245 seats associated with the private suites at this time. The approved 2026 FARGODOME Capital budget contains a line item for this replacement and the pricing received from Hussey Seating falls within the budget and expected cost.

Hussey Seating does have a Sourcewell Contract in place (#081523-HSC) that allows for purchase of this seating.

Suggested Motion:

Approve the recommendation to proceed with the purchase from Hussey Seating to purchase 245 stadium chairs to replace the existing chairs in the private suites at FARGODOME. This purchase, in the amount of \$106,569, will be made using Sourcewell Contract #081523-HSC and will be funded via the approved 2026 FARGODOME Capital Budget.

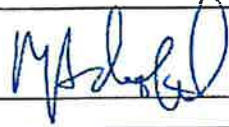
Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Rob Sobolik	Department:	Fargodome
Date of Request:	December 19, 2025	Phone Number:	701-298-2658
E-mail:	rsobolik@fargodome.com		
Dept Head Signature:		Estimated Amount of Purchase:	\$106,569

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

purchase of 245 stadium seats to replace the seats in all of the private suites at Fargodome. This budget line item is included in the approved 2026 Fargodome Capital Budget and has an approved budget of \$135,000.

Provide source of existing State contract and Contract number:

Sourcwell Contract #081523-HSC
City of Fargo Sourcwell ID #2218

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: Hussey Seating

Address: 38 Dyer Street Ext

City: North Berwick

State: ME

Zip Code: 03906

Contact Person: Wesley Russell

Title: Project Development, Manager

Telephone: 816-266-7461

Email: wrussell@husseyseating.com

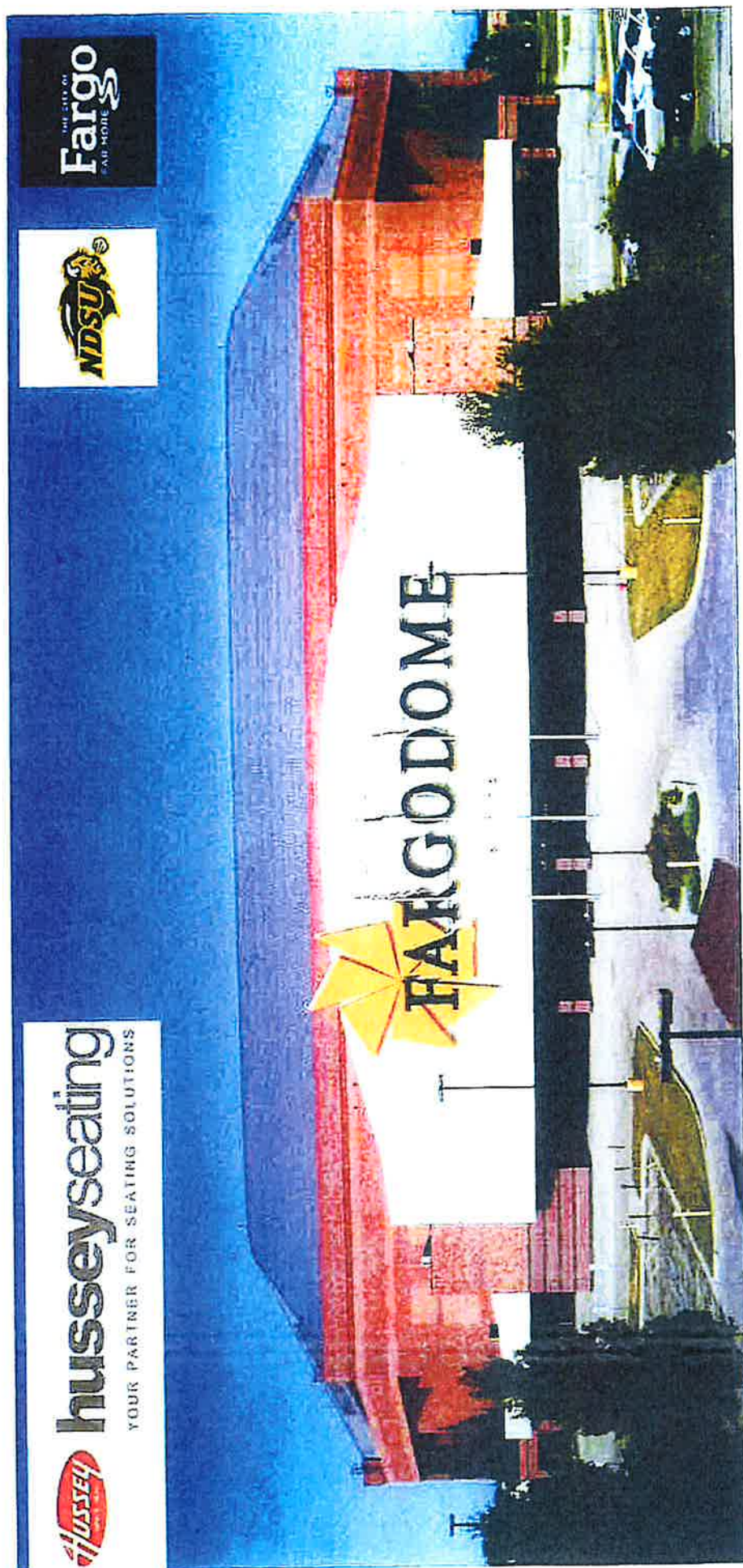
Purchasing Manager Approval:



Piggyback (PBC) Number:

PBC26050

Hussey Seating Proposal for New Suite Seating 12-18-25





-City of Fargo Sourcewell ID #2218

Sourcewell – Cooperative Purchasing

Sourcewell is an approved contracting method in all 50 states including North Dakota that meets and satisfies the public bid process for products and vendors that have gone through the Sourcewell RFP process. This give all government agencies, school's or non-profit's the ability to purchase any of Hussey Seating equipment without having to issue another RFP or bid. We provide a cost sheet to purchasing to confirm pricing with our Sourcewell published discounts.

SOURCEWELL ADVANTAGES:

- Sourcewell is a government agency that has already bid all of Hussey seating products and has qualified Hussey Seating as the most responsive bidder for our product offering. This saves you months in the selection process by picking Hussey Seating from day one since we already fulfill any state requirements for bidding or RFP process via Joint Powers laws.
- Our price list is published since it has already been bid and all cost estimates are audited by Sourcewell.
- State are adapting the Sourcewell contract in substitution or in addition to their state contract.
- Hussey Seating pricing includes all coordination to include; seating layouts, testing, egress code reviews, ADA locations required by code, seat manifest, anchor testing and field check and complete submittal drawings.
- Eliminates bid disputes on RFP's or bid day which cost money and time.
- Change order disputes are eliminated as our price list is published to you and audited by Sourcewell.
- Allows you to order exactly the product you want as we work with you to design solutions geared toward your events and building operations.
- All drawings and samples are done at no additional cost.
- Future replacement parts can be purchased on Sourcewell, so you are guaranteed the best pricing.

A FEW LOCAL GOVERNMENT AGENCIES USING SOURCEWELL

- City of West Fargo
- Fargo Moorehead Metropolitan Council of Governments



SUITE REPLACEMENT SEATING

QTY	Description	COST
235	Quattro Chair -Floor mounted Aluminum Stanchions -Upholstered seat and back with polymer outer covers -Horizontal Pleating -36" High Back -Wood Armrests -Front Mount Cupholders on all armrests -Seat Numbers and Row Letters -3" Plush seat foam, 2" ergonomic back foam -Hussey Grade M Vinyl fabric -Freight to jobsite -Demo and disposal of existing seating -Installation	\$103,673
	10 Extra chairs as configured above for attic stock (Installation Excluded)	\$2,680
	20 Extra wood armrests	\$216
	Total	\$106,569





INFORMATION SERVICES

5

January 5th, 2026

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: 2026 High Resolution Aerial Photography, Digital Orthophoto, LiDAR, Planimetric Updates and Impervious Surfaces (RFP26019)

Commissioners:

On November 13, 2025, seven (7) proposals were received and read for the services regarding High-Resolution Aerial Photography, Digital Orthophoto, LiDAR, Planimetric Updates and Impervious Surfaces. This project is shared with the City of Moorhead, City of West Fargo, Clay County, Cass County, Diversion, and the City of Fargo.

A multi-agency review committee comprised of representatives from each participating entity evaluated the proposals for responsiveness and compliance with the project specifications. Proposals were scored in accordance with the evaluation criteria outlined in the solicitation. Based on the results of the scoring, the committee selected two firms, Sanborn Map Company and Fugro for interviews.

Following interviews and final evaluation, the committee determined that Fugro provided the highest overall score and best met the technical, operational, and cost criteria of the project.

The cost of the proposal by agency is:

Diversion Authority:	\$162,499.32
Cass County:	\$114,253.13
City of Fargo:	\$36,970.66
City of Moorhead:	\$21,867.74
City of West Fargo:	\$7,561.21
<u>Clay County:</u>	<u>\$5,476.99</u>
Project Total Cost:	\$348,629.05

SUGGESTED MOTION:

Approve the recommendation to award Professional Services for the 2026 Digital Orthophoto, Color Aerial Photography, LiDAR Contour Mapping and Planimetric Updates to Fugro for a project cost of \$348,629.05, with City of Fargo's share at \$36,970.66 (RFP26019).

Respectfully Submitted,

Daryl Masten

Daryl Masten
GIS Manager

Snow Removal
Street Maintenance
Right of Way Maintenance

Sanitary & Storm
Sewer Maintenance
Street Name Sign Maintenance

Fleet Management
Meters Readings,
Installations & Maintenance

Urban Forestry
Water Service/Hydrants
& Watermain Maintenance



City of Fargo Staff Report			
Title:	Urban Plains by Brandt Eighth Addition	Date:	10/29/2025
		Update:	12/30/2025
Location:	2975 Seter Parkway South	Staff Contact:	Donald Kress, planning coordinator
Owner(s)/Applicant:	Urban Plains Land Company LLC / Gleason Companies	Engineer:	Lowry Engineering
Reason for Request:	Minor Subdivision (a replat of Lot 3, Block 1 Urban Plains by Brandt Seventh Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: January 5 th , 2026		

Existing	Proposed
Land Uses: Undeveloped	Land Use: No development is proposed with this subdivision. Future development to be consistent with zoning and applicable plans.
Zoning: LC, Limited Commercial with a C-O, Conditional overlay	Zoning: No change
<p>Uses Allowed: LC – Limited Commercial. Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, off premise advertising signs,* commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service, and certain telecommunications facilities.</p> <p>CUP 2016-002 for Off-premise advertising</p> <p>Conditional Overlay Ord. No. 5413 provides building and site design standards and restricts portable signs, industrial services, manufacturing and production, and warehouse and freight movement, in addition to the uses with a strike-through above.</p> <p><i>*Off-premise advertising requires a conditional use permit</i></p>	<p>Uses Allowed: No change. CUP 2016-002 and Conditional Overlay Ord. No. 5413 carry through to this subdivision.</p>
Maximum Building Coverage Allowed: maximum 55% building coverage.	Maximum Building Coverage: No Change

Proposal:
<p>The applicant is seeking approval of one entitlement:</p> <ol style="list-style-type: none"> 1) A plat of Urban Plains by Brandt Eighth Addition, a replat of Lot 3, Block 1 Urban Plains by Brandt Seventh Addition to the City of Fargo, Cass County, North Dakota.

The City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff") reviewed this project, whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

North: LC and GC, General Commercial with commercial uses

East: LC with conditional overlay ord. no. 5413 for adjacent lots; GC, General Commercial with surface parking across Seter Parkway South

South: LC with commercial uses

West: LC with commercial uses; City of West Fargo is west across Veterans

Boulevard—C, Light Commercial with corridor overlay (West Fargo zoning) with commercial uses

Area Plans:

The Fargo Growth Plan 2024 designates the place type of the subject property as "Mixed Commercial, Office, and Residential." Primary uses in the "Mixed Commercial, Office, and Residential" place type include commercial/retail, distribution, warehousing, wholesaling, offices, flex buildings, with secondary uses of flex warehouse and multi-family residential. The current zoning of LC, Limited Commercial is consistent with this place type designation and would allow commercial and office development by right, and residential/mixed-use development with a conditional use permit. The existing conditional overlay would prohibit certain commercial uses, as noted above under "Existing."

Context:

Schools: The subject properties are located within the West Fargo School District and are served by Freedom Elementary, Liberty Middle School and Sheyenne High schools in West Fargo.

Neighborhood: The subject property is located in the Urban Plains Neighborhood.

Parks: The subject property is located within a quarter-mile distance to Urban Plains Park (3020 51st Street South) which offers two playgrounds, recreational trails, three large shelters, a small shelter, a gazebo and houses the Garden of Healing. Urban Plains is a project of the Urban Woods & Prairie Initiative with Audubon Dakota.

Pedestrian / Bicycle: There is a 10-foot wide off-road shared-use path along the Veterans Boulevard and 32nd Avenue South property frontages, and a 10-foot wide off-road shared use path across Seter Parkway South from the subject property from 32nd Avenue South to Veterans Boulevard. These shared use paths are part of the city's network of shared-use paths.

Transit: MATBUS Route 24 serves the serves the area. There is a stop at 51st Street and 32nd Avenue South, approximately 0.30 mile from the subject property. This route provides service to Ground Transportation Center, West Acres, Sanford Medical Center, Scheels Arena, Cashwise Foods, Bluestem Drive, Costco, 19th Avenue South & Burlington Drive.

Staff Analysis:

Background

The area of the proposed subdivision has been included in three previous subdivisions, as shown in the chart below.

SUBDIVISION	YEAR	BLOCK	LOTS or portions thereof
Urban Plains by Brandt First Add'n	2006	5	1 through 4
Urban Plains by Brandt Second Add'n	2013	5	2, 3
Urban Plains by Brandt Seventh Add'n	2024	1	3

Access and Utilities

Negative access easements around much of the perimeter of the subdivision control access to lots from Seter Parkway South, 32nd Avenue South, and Veterans Boulevard.

Ace Allen Way, Karen Way, and Larry Way are private drives---access and utility easements---created with the Urban Plains by Brandt Seventh Addition (2024). All applicable requirements of the Urban Plains by Brandt Seventh Addition amenities plan apply to the Urban Plains by Brandt Eighth Addition, including that Ace Allen, Larry, and Karen Ways are privately constructed and maintained. The applicant has agreed to an updated amenities plan relating to stormwater and flood protection.

The utilities within these easements and the roadway itself will be maintained by the property owners, not the City of Fargo. Maintenance, including snow removal, on the sidewalks and boulevard turf in the public rights of way on the perimeter of the subdivision, shall be the responsibility of the adjacent property owner.

A property owners' association and declaration of covenants for this maintenance was completed with the Urban Plains by Brandt Seventh Addition. The applicant may modify/amend the declaration based on final shared stormwater design/location for the Eighth Addition.

Ace Allen way has been installed from Seter Parkway South to Karen Way; Karen Way has been installed from Ace Allen Way to 32nd Avenue South.

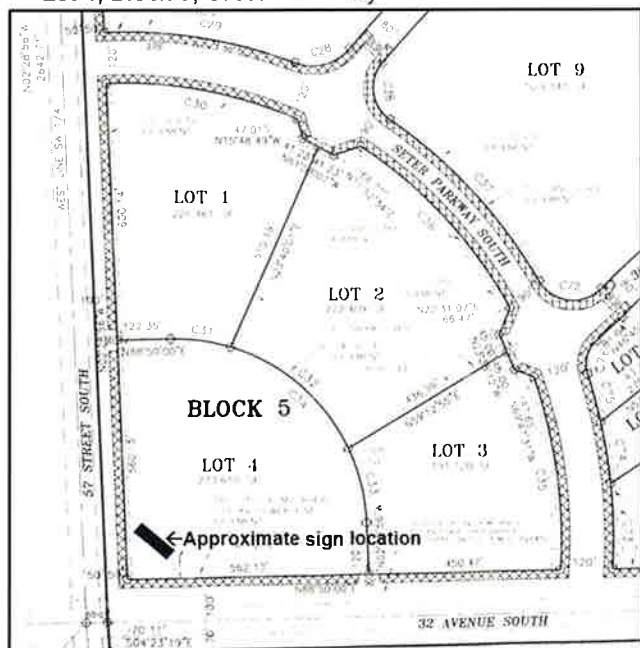
Existing Conditional Overlay

Conditional Overlay (C-O) Ordinance Number 5413 was approved along with Urban Plains by Brandt Seventh Addition. This C-O consolidated three different C-O's existing on the underlying lots in that plat. This conditional overlay will carry through to the proposed subdivision.

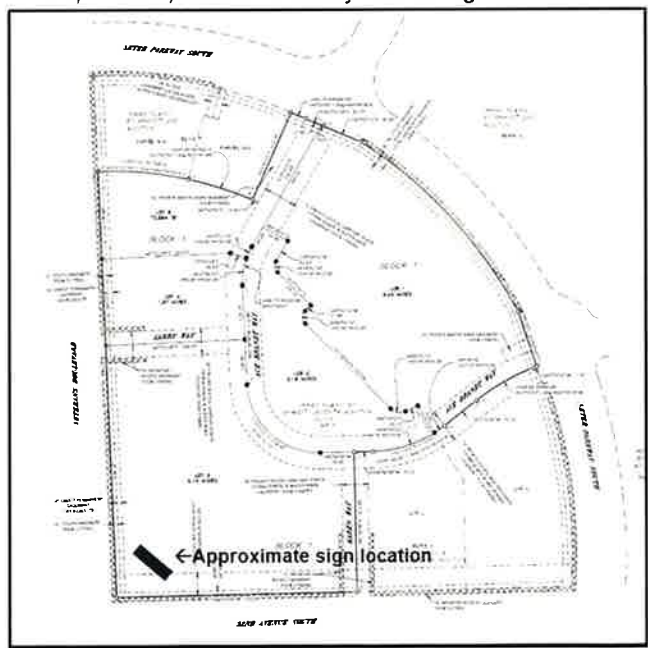
Existing Conditional Use Permit

Conditional use permit (CUP) number 2016-002 to allow off-premise advertising was approved February 16, 2016 on Lot 4, Block 5, Urban Plains by Brandt First Addition. This conditional use will apply to the proposed Lot 3, Block 1 of Urban Plains by Brandt Eighth Addition. The proposed lot has a smaller area and different configuration than the lot the CUP was approved on, but those changes do not affect the location of the existing sign.

Lot 4, Block 5, Urban Plains by Brandt First Addition



Lot 3, Block 1, Urban Plains by Brandt Eighth Addition



Conditional Use Permits Approved at the December 2nd, 2025 Planning Commission

At the December 2nd, 2025 Planning Commission, that Commission approved three conditional use permits related to the Urban Plains by Brandt Eighth Addition. The nature of these CUP's is summarized below. These CUP's will be recorded upon recordation of the approved plat for this proposed subdivision. The City Commission takes no action on these CUP's, and the CUP's are not part of the plat approval. This information is provided as background for the Commission.

Lot 1, Block 1, Urban Plains by Brandt Eighth Addition

1. CUP 2025-009 for alternative access plan—reduction in parking ratio; and
2. CUP 2025-010 to allow household living in the LC, Limited Commercial Zone.

Lot 2, Block 1, Urban Plains by Brandt Eighth Addition

1. CUP 2025-011 for alternative access plan—reduction in parking ratio.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor subdivision can be approved:

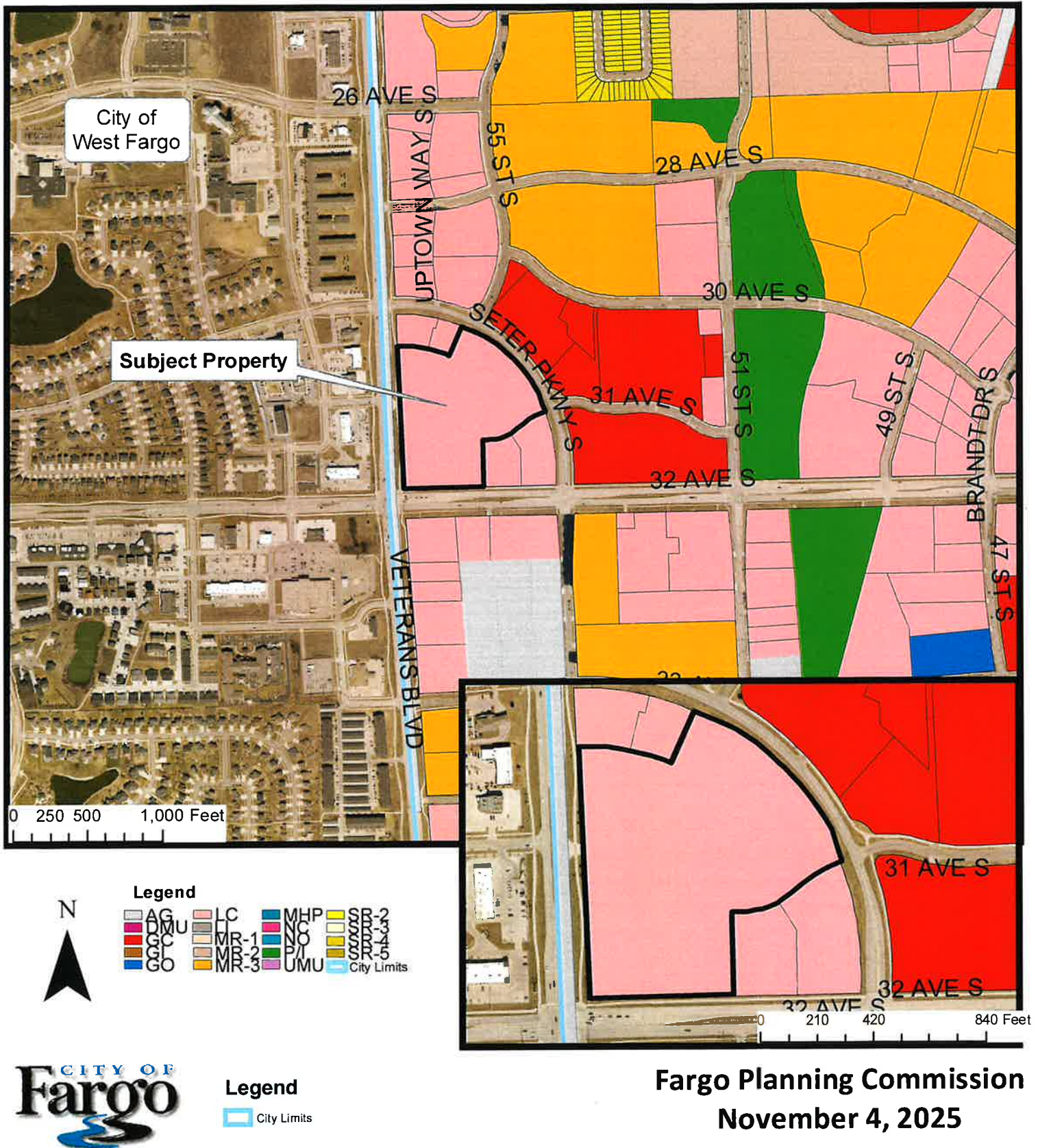
1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.** The Fargo Growth Plan 2024 designates the place type of the subject property as “Mixed Commercial, Office, and Residential.” The current zoning of LC, Limited Commercial is consistent with this place type designation and would allow commercial and office development by right, and residential/mixed-use development with a conditional use permit. The existing conditional overlay would prohibit certain commercial uses. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any comments or inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. These departments have found that the plat meets the standards of Article 20-06 and other applicable requirements of the Land Development Code.
(Criteria Satisfied)

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. All applicable requirements of the Urban Plains by Brandt Seventh Addition amenities plan apply to the Urban Plains by Brandt Eighth Addition, including that Ace Allen, Larry, and Karen Ways are privately constructed and maintained. The applicant has agreed to an updated amenities plan relating to stormwater and flood protection.
(Criteria Satisfied)

(continued on next page)

Staff Recommendation:
Suggested Motion: To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed Urban Plains by Brandt Eighth Addition , as presented, as the proposal complies with the Fargo Growth Plan 2024, standards of Article 20-06, Section 20-0907.B.and C and all other applicable requirements of the Land Development Code.
Planning Commission Recommendation: November 4th, 2025
At the November 4 th , 2025 Planning Commission, that Commission, by a vote of 11-0 with all Commissioners present, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the Urban Plains by Brandt Eighth Addition , as presented, as the proposal complies with the Fargo Growth Plan 2024, standards of Article 20-06, Section 20-0907.B.and C and all other applicable requirements of the Land Development Code.
Attachments:
<ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Preliminary Plat

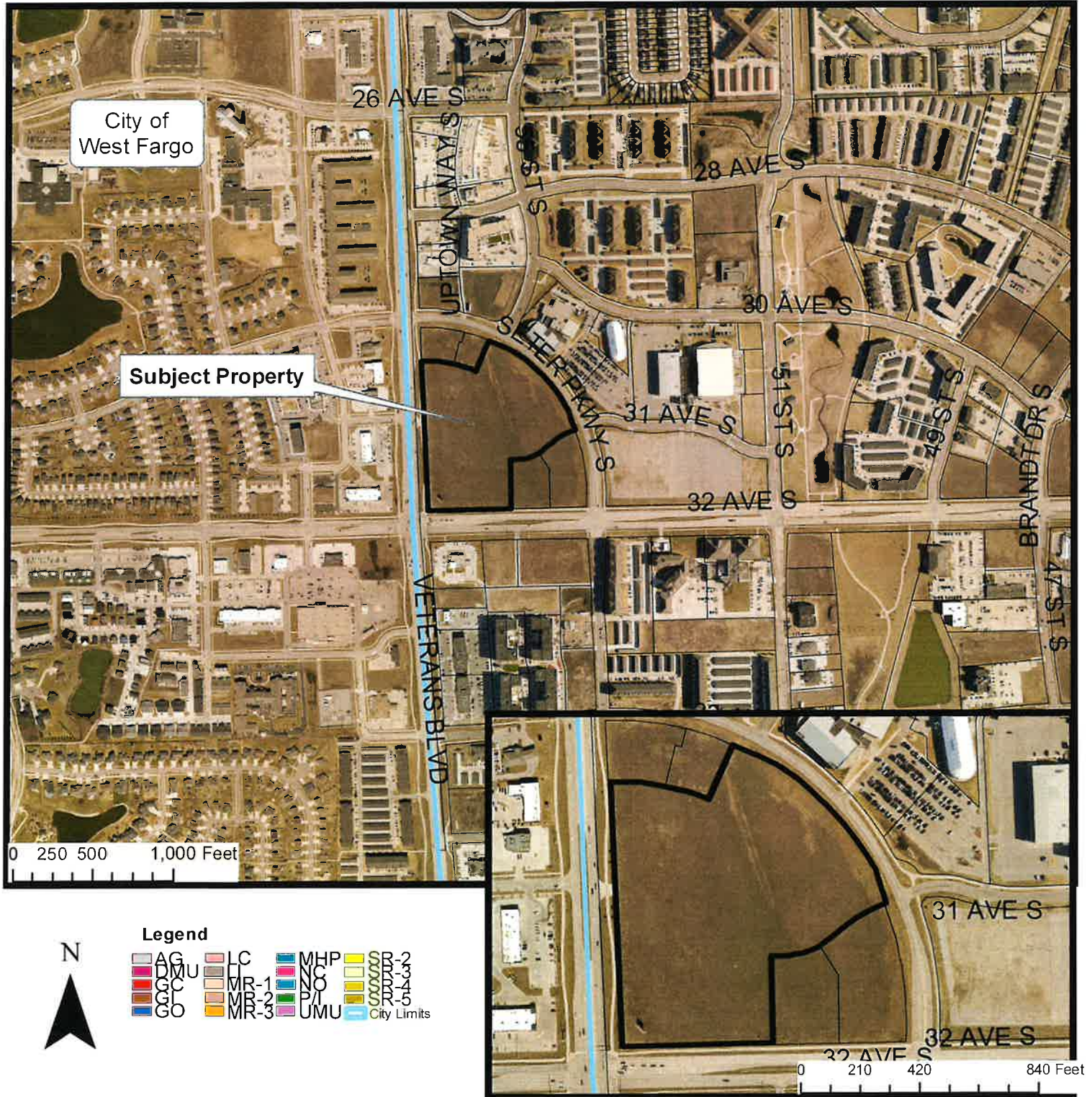
2975 Seter Parkway South



Minor Subdivision

Urban Plains by Brandt Eighth Addition

2975 Seter Parkway South



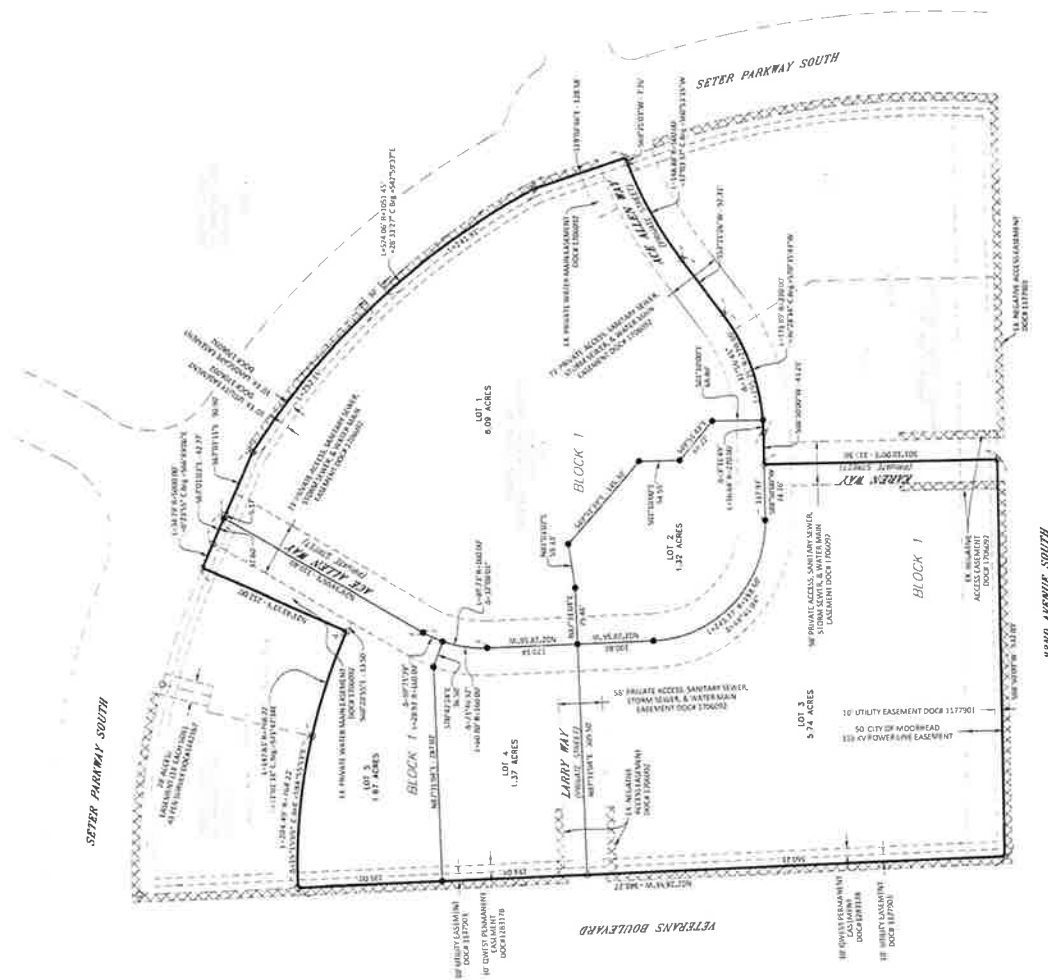
Legend

City Limits

Fargo Planning Commission
November 4, 2025

URBAN PLAINS BY BRANDT EIGHTH ADDITION

A REPLAT OF LOT 3 BLOCK 1 OF URBAN PLAINS BY BRANDT SEVENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



LEGEND

MONUMENT SET
ACQUITTMENT FUNDING
EX. EASEMENT
EX. PROPERTY LINE
EX. SECTION LINE
PROPERTY ACQUISITION LINE
NEW PROPERTY LINE
NEW EASEMENT LINE
EX. NEGATIVE ACCESS EASEMENT

SURVEY INFORMATION

DATE OF SURVEY	JULY 10, 2025
BASIS OF BEARING	CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992, US SURVEY FEET
VERTICAL DATUM	NAVD83

NOTES

ALL DISTANCES ARE MEASURED IN FEET. 1. ALL DISTANCES ARE MEASURED IN FEET. 2. NEGATIVE ACCESS CASING, AS NOTED ON THIS PLAN, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT OF WAY EASEMENT, WHICH IN TURN GRANTS CERTAIN VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OF THE ADJACENT LOT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE CONTIGUOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

FOR RECORDING PURPOSES ONLY

LOWRY
ENGINEERING
5006 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

URBAN PLAINS BY BRANDT EIGHTH ADDITION

A REPLAT OF LOT 3 BLOCK 1 OF URBAN PLAINS BY BRANDT SEVENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

OWNERS' CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS, THAT URBAN PLAINS LAND COMPANY, LLC, IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND

(LOT 1, BLOCK 1, URBAN PLAINS BY MANANT SEVENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA.

SAID OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVIVED AND PLATTED AS URBAN PLAINS, BY BRANDT EIGHT, ADDITION TO THE CITY OF FARGO, CASS COUNTY NORTH DAKOTA. SAID URBAN PLAINS BY BRANDT EIGHT, ADDITION, CONSISTS OF 1 LOTS AND 1 BLOCK, AND CONTAINS 16.9 ACRES, MORE OR LESS TOGETHER WITH EXAMINERS AND RIGHT OF WAY OF RECORD.

BY: Nikhil Vora
CAPTAIN AGAINST THE COURT

STATE OF North Dakota,) ss.

ON THIS DAY OF December
1985, I, MICHAEL VANCE,
PERSONALLY APPEARED BEFORE ME,
A NOTARY PUBLIC WITHIN AND FOR THE COUNTY OF
SANDHILLS, NORTH CAROLINA, AND ACKNOWLEDGED THAT HE
WAS THE SIGNER OF THE FOREGOING INSTRUMENT AND THAT HE
KNEW THE CONTENTS OF SAID INSTRUMENT.

STATE: North Dakota

SURVEYORS CERTIFICATE

I, COLE A. NISSET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS URBAN PLAT BY BEANBOT EIGHTH ADDITION. THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY, THAT ALL DISTANCES ARE SHOWN CORRESPONDING TO SAID PLAT IN FEET AND HUNDREDS OF A FOOT; THAT ALL MONUMENTS ARE ON OR WILL BE INSTALLED THIS 16th DAY OF November, 2025. THAT THE EXTERIOR BOUNDARY UNITS ARE CORRECTLY DESIGNATED

COLLEEN M. JONES
REGISTERED LAND SURVEYOR
NO. 876, 1-5-7513

STATE OF NORTH CAROLINA

ON THIS 16th DAY OF December, 2015, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED COLE A. NESBIT, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE ENJOYED SAME AS HIS FREE ACT AND DEED.

DEPT OF PUBLIC SAFETY
Dea. Propper
COUNTY CLERK
STATE NORTH DAKOTA

THIS PLAN IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2021.

CITY ENGINEER'S APPROVAL

CITY ENGINEER

STATE OF _____)
) ss. _____

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM KHABRUMUS, CITY ENGINEER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY _____ STATE _____

THIS PLAN IN THE CITY OF TAMPA IS NOT BE APPROVED BY THE CITY COMMISSION APPROVAL 2024

ANDREW J. MILLON

STATE OF _____)
_____) ss.:

COUNTY OF _____, 2025. BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, PERSONALLY APPEARED TIMOTHY J. MAHONEY, MAYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY _____ STATE _____

STATE OF _____) ss

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE OF _____, PERSONALLY APPEARED _____, CITY OF _____, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND AS A KNOWLEDGE THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC COUNTY STATE

FOR RECORDING PURPOSES ONLY

CITY PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF SARGENT, NEBRASKA APPROVED THIS _____ DAY OF _____, 2025.

MARANDA R. TASA
CHAIRMAN, PLANNING COMMISSION

STATE OF _____) ss.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARJORIE A. TALK, CHURCHILL FLEMING FOUNDATION, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, CLERK OF _____ STATE