



OFFICE OF THE
CITY ATTORNEY

CITY ATTORNEY
Ian R. McLean

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski
William B. Wischer ▪ Kasey D. McNary ▪ Elijah P. Hartsell

May 21, 2026

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

RE: Settlement Agreement Concerning the Dangerous Building at 1544 3rd Ave. S.

Dear Mayor and Commissioners,

Attached for your consideration and approval is a proposed Settlement Agreement between the City of Fargo and Dan Wahl concerning the dangerous building located at 1544 3rd Avenue South. The Board previously determined that the property constituted a dangerous building and ordered repair or demolition of the structure. The deadlines established under the original Findings of Fact, Conclusions and Order, and as amended, were not met, and the Board subsequently denied an additional extension request. Thereafter, Mr. Wahl commenced litigation against the City relating to the dangerous building proceedings and enforcement actions.

The proposed Settlement Agreement resolves the pending litigation and establishes final deadlines and conditions for rehabilitation of the structure. Under the Agreement, Mr. Wahl must obtain the necessary permits and complete all exterior work, except siding, within ninety (90) days of permit issuance, with siding to be completed within one hundred twenty (120) days. The Agreement also provides for inspections by the City during the compliance period, dismissal of the pending lawsuit with prejudice, and a waiver and release of claims by Mr. Wahl.

The dangerous building designation will remain in effect unless and until the City's Inspections Director determines the property no longer constitutes a dangerous building under applicable code requirements. If Mr. Wahl fails to comply with the Agreement, the City may proceed with demolition or other enforcement remedies authorized by law and prior orders.

Please feel free to contact Shawn Ouradnik or me if you have any questions or concerns.

Suggested Motion: I move to accept and approve the Settlement Agreement between the City of Fargo and Dan Wahl, as presented, concerning the property located at 1544 3rd Avenue South and authorize the Mayor and City Auditor, or designee, to execute the same.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department
Craig Johnson, Counsel for Plaintiff Dan Wahl

SETTLEMENT AGREEMENT

[¶1] This Settlement Agreement (“Agreement”) is made by and between Dan Wahl (“Wahl”) and the City of Fargo, North Dakota (“City”). Wahl and the City shall collectively be referred to herein as the “Parties” and individually as a “Party.”

Recitals

[¶2] **WHEREAS**, Wahl is the owner of real property located at 1544 3rd Avenue South, Fargo, North Dakota 58103 (the “Property”);

[¶3] **WHEREAS**, the City of Fargo Inspections Department initiated proceedings before the Board of City Commissioners (the “Board”) concerning whether the Property constituted a dangerous building under Article 21-04 of the Fargo Municipal Code;

[¶4] **WHEREAS**, following a hearing held before the Board on November 24, 2025, the Board issued Findings of Fact, Conclusions and Order concerning the Property, determining that the structure on the Property constituted a ‘dangerous building’ under Article 21-04 of the Fargo Municipal Code (Dangerous Buildings) and Chapter 31 of the Fargo Municipal Code, which adopts the 2024 International Property Maintenance Code, and ordering that the structure be repaired or demolished by January 23, 2026. A copy of the Findings of Fact, Conclusions and Order is attached hereto as Exhibit A and incorporated herein by reference;

[¶5] **WHEREAS**, the structure was not repaired or demolished on or before January 23, 2026;

[¶6] **WHEREAS**, thereafter, the Parties entered into an Amendment to the Findings of Fact, Conclusions and Order, which was approved by the Board on February 2, 2026, and extended

the deadline for completion of structural and exterior repairs to March 27, 2026. A copy of the Amendment is attached hereto as Exhibit B and incorporated herein by reference;

[¶7] **WHEREAS**, the structure was not repaired or demolished on or before March 27, 2026;

[¶8] **WHEREAS**, thereafter, Wahl requested a second extension of time, which request was presented to the Board on April 13, 2026. At its April 13, 2026 meeting, the Board denied the request; and,

[¶9] **WHEREAS**, Wahl subsequently commenced an action against the City in Cass County District Court, Case No. 09-2026-CV-02430. In the action, Wahl alleges the City failed to provide him with a written order or denial, findings of fact, notice of appeal rights, and written enforcement deadlines, and further alleges the City violated his procedural due process rights and acted unlawfully. Wahl sought injunctive and declaratory relief. The City denies all allegations and denies that it engaged in any wrongful or unlawful conduct.

[¶10] **WHEREAS**, the Parties desire to resolve all disputes and claims asserted, or which could have been asserted, in this action without further litigation.

[¶11] **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties stipulate and agree to the following:

Agreement

[¶12] **Securing Permit for Exterior Work**. Wahl shall apply for the necessary permit(s) to complete the exterior work on the Property. Subject to Wahl submitting the required application materials, the City agrees to issue the necessary permit(s) for completion of the exterior work on the Property pursuant to the terms of this Agreement. Wahl agrees to submit the

permit application(s), and the City agrees to issue said permit(s), within seven (7) days of final execution of this Agreement. The Parties acknowledge that issuance of such permit(s) pursuant to this Agreement is intended solely to facilitate resolution of the disputes between the Parties and shall not be construed as an admission by either Party.

[¶13] **Ninety Day Time Period to Complete Exterior Work.** The Parties agree that Wahl shall complete all exterior work, except the siding, on the Property within ninety (90) days after issuance of the necessary permit(s). The siding on the structure shall be fully completed within one hundred twenty (120) days after issuance of the necessary permit(s). For purposes of this Agreement, “complete exterior work” shall mean the structure is substantially complete on the exterior, including that the structure is roofed and has all windows and exterior doors installed, as determined by the City’s Inspections Director. The structure must be sufficiently enclosed and weather resistant during the period prior to completion of the siding. Failure to complete the required exterior work within the applicable time periods shall constitute noncompliance with this Agreement.

[¶14] **Inspections of Property.** The City, through its Inspections Department or other authorized representatives, may inspect the Property as needed, including inspections approximately every other week during the ninety-day period, for purposes of monitoring progress toward compliance with this Agreement. Wahl shall reasonably cooperate with such inspections and agrees that entry onto the Property by the City for purposes authorized under this Agreement shall not constitute trespass.

City agrees to provide Wahl with at least one (1) day prior notice of any inspection conducted pursuant to this Agreement. Notice shall be provided by telephone call to Mr. Wahl. If

Mr. Wahl does not answer, the City shall leave a voicemail message providing notice of the inspection. In that event, the City shall also attempt to contact Mr. Wahl's son, Daniel Wahl, by telephone and shall leave a voicemail message if he does not answer. Mr. Wahl has provided the City's Inspections Department with the telephone numbers for both Mr. Wahl and Daniel Wahl for purposes of providing notice under this paragraph.

[¶15] **Interior Work.** Provided the exterior work is completed within the ninety (90)-day period described above, as determined by the City's Inspections Director, Wahl may thereafter pursue additional interior rehabilitation of the Property, subject to obtaining all required permits, inspections, and approvals and complying with all applicable code requirements.

[¶16] **Dangerous Building Designation.** Wahl agrees and understands that the dangerous building designation concerning the Property shall remain in effect unless and until the City's Inspections Director determines that the Property no longer constitutes a dangerous building under applicable code requirements.

[¶17] **Waiver and Release of Claims.** Wahl expressly waives, releases, and forever discharges any right to further appeal, challenge, contest, seek judicial review of, or otherwise object to the Findings of Fact, Conclusions and Order attached as Exhibit A, the Amendment attached as Exhibit B, the City Commission's denial of any further extension request, and any determinations, actions, procedures, notices, or proceedings related thereto. Wahl further waives and releases any and all claims, defenses, procedural objections, due process claims, statutory claims, ordinance claims, notice-related claims, and claims for declaratory, injunctive, or other relief arising out of or related in any way to the Property, the dangerous building proceedings, the City's enforcement actions, or the matters asserted or which could have been asserted in his

lawsuit, whether known or unknown and whether accrued or unaccrued as of the date of this Agreement. Wahl agrees that this Agreement resolves and moots all claims for injunctive relief asserted in the lawsuit, including any request for temporary, preliminary, or permanent injunctive relief.

[¶18] **No Further Extensions.** The Parties agree that all terms and conditions of the Findings of Fact, Conclusions and Order, as well as the Amendment thereto, shall remain in full force and effect except as expressly modified by this Agreement. The Parties further agree that no further extensions of time relating to the repair, rehabilitation, demolition, or dangerous building designation concerning the Property shall be granted absent a written agreement executed by both Parties. No delay or forbearance by the City in enforcing this Agreement or prior orders shall constitute a waiver of any rights or remedies.

[¶19] **City's Agreement to Temporarily Forego Enforcement.** So long as Wahl remains in compliance with the terms of this Agreement, the City agrees that it shall temporarily forego demolition or other enforcement actions related to the dangerous building designation during the ninety (90)-day compliance period. In the event Wahl fails to comply with any term of this Agreement, including failure to timely complete the exterior work as required herein, the City may immediately enter upon the Property and proceed with demolition of the structure and/or any other enforcement remedies authorized by law, the Findings of Fact, Conclusions and Order, the Amendment thereto, or applicable ordinance, without further notice, hearing, extension, or court order.

[¶20] **Dismissal of Current Action.** Upon execution of this Agreement, the Parties shall file a stipulation for dismissal with prejudice of Cass County District Court Civil No. 09-2026-CV-02430, with each Party to bear its own costs, disbursements, and attorneys' fees.

[¶21] **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns, representatives, agents, insurers, and any person or entity claiming through them.

[¶22] **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior negotiations, discussions, understandings, and agreements, whether oral or written. No amendment or modification of this Agreement shall be effective unless in writing and signed by both Parties

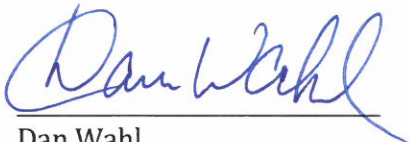
[¶23] Wahl understands, agrees, and expressly acknowledges that he:

- A. Has carefully read and fully understands all the provisions of this Agreement and has agreed to accept all the terms contained herein without any pressure or coercion by City.
- B. Has consulted with his attorney prior to executing this Agreement.
- C. Knowingly and voluntarily agrees to all terms set forth in this Agreement.
- D. Represents and acknowledges that in executing this Agreement he does not rely upon and has not relied upon any representation or statement made by City or its agents, attorneys, or representatives regarding the subject matter, basis, or effect of this Stipulation or otherwise, other than those specifically stated in this written Stipulation.

[¶24] The effective date of this Agreement is the date of final signature by the undersigned parties.

Dated this 21 day of May, 2026.

PLAINTIFF DAN WAHL


Dan Wahl

Dated this _____ day of May, 2026.

DEFENDANT CITY OF FARGO

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Angie Bear, Deputy City Auditor,
On behalf of the City Auditor



CITY ATTORNEY
Nancy J. Morris

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

December 4, 2025

APPROVED BY THE BOARD
OF CITY COMMISSIONERS

③

12/8/2025

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

RE: Dangerous Building located at 1544 3rd Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are the proposed Findings of Fact and Conclusions and Order regarding the dangerous building proceeding for the property at 1544 3rd Avenue South. At its November 24, 2025 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact and Conclusions and Order.

Suggested Motion: I move to approve the Findings of Fact and Conclusions and Order, as presented.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

EXHIBIT A
09-2026-CV-02430

FINDINGS OF FACT, CONCLUSIONS AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 1544 3rd Avenue South, Fargo, North Dakota

Property Owner: Daniel Wahl

A hearing was held before the Board of City Commissioners of the City of Fargo on the 24th day of November, 2025 regarding the property located at 1544 3rd Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Property Owner Daniel Wahl along with Randy Wagner of Van Raden Properties additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director, Daniel Wahl, and Randy Wagner, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Daniel Wahl (hereinafter "Property Owner") is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Eleven (11), Block Two (2), Case, Peake, and Hall Addition to the city of Fargo

Street address: 1544 3rd Avenue South, Fargo, North Dakota, 58103

(hereinafter "Subject Property").

2. That Property Owner obtained several permits from the Inspection Department in connection with Subject Property. After the city of Fargo issued the initial Notice of Dangerous Building on July 18, 2024, Property Owner secured a permit on July 29, 2024 (Permit 2407-1558-REN) to conduct interior demolition of fire-damaged areas. On April 2, 2025, Property Owner obtained a second permit (Permit 2504-0049-REN) to repair the fire damage with truss engineering.

An inspection conducted on September 29, 2025, confirmed that no substantial work had been completed under this permit, and the permit subsequently expired on October 28, 2025.

3. That on March 13, 2025, Laura Langdahl, Code Enforcement Inspector for the city of Fargo, inspected Subject Property and found the building, consisting of a two-story, wood-framed house structure, to be a dangerous building within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and dangerous in the following respects: (a) extensive damage from interior fire on the exterior of both the upper and main levels; (b) numerous broken windows (boarded up); (c) unsecured doors; (d) siding shows signs of fire damage and is completely missing in other areas; and (e) outstanding junk and garbage violations with possible vermin harborage.

5. That the following conditions exist concerning Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspections Department stemming from various inspections of the property on or before March 13, 2025, concerning Subject Property is hereby accepted as true and correct.

7. That Notice of Dangerous Building was posted to the building on Subject Property on or about March 18, 2025, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the building located at 1544 3rd Avenue South, Fargo, North Dakota 58103, is hereby found to be a “dangerous building.”
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the “dangerous building” should not be demolished.
3. That despite being ordered that the building on Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the Property Owner or anyone else claiming to have an ownership interest in said building has failed to do so.

IT IS HEREBY ORDERED that Property Owner Daniel Wahl, or anyone else claiming an ownership interest, shall complete all repairs necessary, as determined sufficient in the discretion of the Building Official, or demolish the “dangerous building” and remove all junk and building debris located at 1544 3rd Avenue South, Fargo, North Dakota by January 23, 2026.

It is further ordered that if the Property Owner fails to complete all necessary repairs or demolish said “dangerous building,” the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

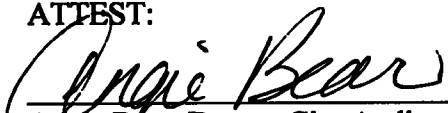
DATED this 8 day of December, 2025.

BOARD of CITY COMMISSIONERS of the
CITY OF FARGO,
a North Dakota Municipal Corporation

By _____

Timothy J. Mahoney, M.D., Mayor

ATTEST:


Angie Bear, Deputy City Auditor

NOTICE OF ENTRY OF ORDER

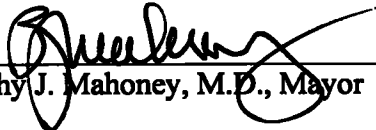
TO: DANIEL WAHL AND ALL OTHER PERSONS HAVING INTEREST IN THIS
PROPERTY

RE: PROPERTY AT 1544 3rd AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

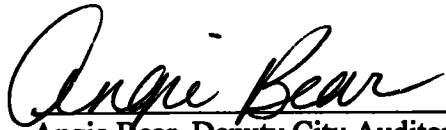
YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on Subject Property may be demolished by the city of Fargo at any time on or after January 23, 2026.

DATED this 8 day of December, 2025.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal
Corporation

By 
Timothy J. Mahoney, M.D., Mayor

ATTEST:


Angie Bear, Deputy City Auditor



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

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Fargo, ND 58102

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ASSISTANT CITY ATTORNEYS

Nancy J. Morris ■ Alissa R. Farol Czapiewski

William B. Wischer ■ Kasey D. McNary ■ Elijah P. Hartsell

APPROVED BY THE BOARD
OF CITY COMMISSIONERS

3-2-26

④

February 26, 2026

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

RE: Dangerous Building located at 1544 3rd Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and consideration is the proposed Amendment to the Findings of Fact and Conclusions and Order regarding the dangerous building at 1544 3rd Avenue South.

The property owner requested a sixty (60) day extension of time to complete rehabilitation of the building. The Board approved this request at its February 2, 2026, meeting, extending the deadline for repairs to March 27, 2026. As such, the City Attorney's Office was directed to prepare the appropriate amendment to the original Findings of Fact, Conclusions and Order.

Suggested Motion: I move to approve the Amendment to the Findings of Fact, Conclusions and Order, as presented.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

EXHIBIT B
09-2026-CV-02430

AMENDMENT TO
THE FINDINGS OF FACT, CONCLUSIONS AND ORDER

This **AMENDMENT**, by Agreement by and between the **CITY OF FARGO** (“City”), a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102, and **DANIEL WAHL** (“Wahl”), owner of the property located at 1544 3rd Avenue South, Fargo, ND 58103, legally described as Lot Eleven (11), Block Two (2), Case, Peake, and Hall Addition (“Subject Property”), hereby amends the Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo (“Board”) approved December 8, 2025, a copy of which is attached hereto and made a part hereof, as Exhibit 1.

WHEREAS, on November 24, 2025, a hearing was held before the Board regarding Subject Property, and at said hearing the Board declared Subject Property to be a “dangerous building” and ordered its demolition or repair on or before January 26, 2026; and

WHEREAS, Wahl obtained a permit on January 2, 2026, to complete the structural and exterior repairs, but was unable to complete all necessary work by January 26, 2026, due to several winter weather events; and

WHEREAS, Wahl sought a sixty (60) day extension of time to complete those repairs, necessitating an Amendment to the Findings; and

WHEREAS, the Board considered and approved this request on February 2, 2026; and

WHEREAS, the Inspection Department Director recommends the Board approve this Agreement and Amendment to the Findings to detail the work to be completed, and an appropriate timeline to rehabilitate Subject Property and remove the dangerous building designation.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions stated herein, the parties agree as follows:

1. Wahl agrees and understands that proper permits must be secured from the City prior to any work being completed on Subject Property requiring such permits, and Wahl agrees to arrange for the proper and necessary inspections prior to any work being covered or enclosed in any way.

2. Wahl agrees and understands that if work is not completed on or before March 27, 2026, the extension of the dangerous building designation is withdrawn and the City may proceed with the demolition of Subject Property, any time after March 27, 2026, with or without notice to Wahl. Wahl further agrees and understands that any costs associated with the demolition of Subject Property shall be assessed against the property for collection by City.

3. Wahl agrees and understands that the dangerous building designation shall remain until such time as the Inspections Director determines that such designation is no longer necessary, based on the amount of rehabilitation completed.

4. Provided the structural and exterior repairs are completed and accepted in a timely manner, Wahl shall be permitted to complete additional rehabilitation of Subject Property with proper permits and inspections. Wahl understands and agrees that all construction work to Subject Property necessary to remedy the conditions found making this property a dangerous building must

be completed on or before March 27, 2026.

5. Wahl waives any and all claims, known or unknown, against the City, in exchange for the extension and opportunity to rehabilitate Subject Property which has legally been determined to be a dangerous building by the Board.

6. City agrees and understands it shall forego any further enforcement actions related to the dangerous building designation in accordance with the terms of this Agreement and Amendment.

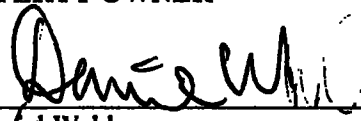
7. All other terms and conditions of the Findings, Conclusion and Order shall remain in full force and effect.

8. The parties understand and agree that this Agreement an Amendment to Findings, Conclusion and Order may be recorded.

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DATED this 17 day of February, 2026.

PROPERTY OWNER

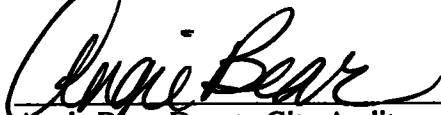
By 
Daniel Wahl

DATED this _____ day of March, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By  _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:



Angie Bear, Deputy City Auditor
on behalf of the City Auditor

EXHIBIT 1

FINDINGS OF FACT, CONCLUSIONS AND ORDER of the BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO

Property Address: 1544 3rd Avenue South, Fargo, North Dakota

Property Owner: Daniel Wahl

A hearing was held before the Board of City Commissioners of the City of Fargo on the 24th day of November, 2025 regarding the property located at 1544 3rd Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Property Owner Daniel Wahl along with Randy Wagner of Van Raden Properties additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director, Daniel Wahl, and Randy Wagner, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Daniel Wahl (hereinafter "Property Owner") is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Eleven (11), Block Two (2), Case, Peake, and Hall Addition to the city of Fargo

Street address: 1544 3rd Avenue South, Fargo, North Dakota, 58103

(hereinafter "Subject Property").

2. That Property Owner obtained several permits from the Inspection Department in connection with Subject Property. After the city of Fargo issued the initial Notice of Dangerous Building on July 18, 2024, Property Owner secured a permit on July 29, 2024 (Permit 2407-1558-REN) to conduct interior demolition of fire-damaged areas. On April 2, 2025, Property Owner obtained a second permit (Permit 2504-0049-REN) to repair the fire damage with truss engineering.

EXHIBIT 1

An inspection conducted on September 29, 2025, confirmed that no substantial work had been completed under this permit, and the permit subsequently expired on October 28, 2025.

3. That on March 13, 2025, Laura Langdahl, Code Enforcement Inspector for the city of Fargo, inspected Subject Property and found the building, consisting of a two-story, wood-framed house structure, to be a dangerous building within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and dangerous in the following respects: (a) extensive damage from interior fire on the exterior of both the upper and main levels; (b) numerous broken windows (boarded up); (c) unsecured doors; (d) siding shows signs of fire damage and is completely missing in other areas; and (e) outstanding junk and garbage violations with possible vermin harborage.

5. That the following conditions exist concerning Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and**
- b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.**

6. That the information in the files of the Inspections Department stemming from various inspections of the property on or before March 13, 2025, concerning Subject Property is hereby accepted as true and correct.

7. That Notice of Dangerous Building was posted to the building on Subject Property on or about March 18, 2025, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

EXHIBIT 1

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the building located at 1544 3rd Avenue South, Fargo, North Dakota 58103, is hereby found to be a "dangerous building."
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the "dangerous building" should not be demolished.
3. That despite being ordered that the building on Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the Property Owner or anyone else claiming to have an ownership interest in said building has failed to do so.

IT IS HEREBY ORDERED that Property Owner Daniel Wahl, or anyone else claiming an ownership interest, shall complete all repairs necessary, as determined sufficient in the discretion of the Building Official, or demolish the "dangerous building" and remove all junk and building debris located at 1544 3rd Avenue South, Fargo, North Dakota by January 23, 2026.

It is further ordered that if the Property Owner fails to complete all necessary repairs or demolish said "dangerous building," the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the "dangerous building" to be demolished, and the cost of said demolition to be assessed against Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this 8 day of December, 2025.

BOARD of CITY COMMISSIONERS of the
CITY OF FARGO,
a North Dakota Municipal Corporation

By 
Timothy J. Mahoney, M.D., Mayor

ATTEST:

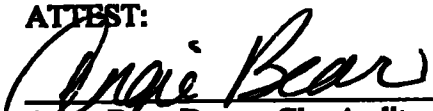

Angie Bear, Deputy City Auditor

EXHIBIT 1

NOTICE OF ENTRY OF ORDER

TO: DANIEL WAHL AND ALL OTHER PERSONS HAVING INTEREST IN THIS
PROPERTY

RE: PROPERTY AT 1544 3rd AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

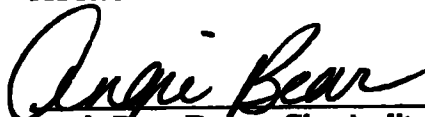
YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on Subject Property may be demolished by the city of Fargo at any time on or after January 23, 2026.

DATED this 8 day of December, 2025.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal
Corporation

By 
Timothy J. Mahoney, M.P., Mayor

ATTEST:


Angie Bear, Deputy City Auditor